



ALASKA ENERGY AUTHORITY

Takotna Power Plant M & I Project

Solicitation # 20001

Alaska Energy Authority
813 W. Northern Lights Blvd
Anchorage, Alaska 99503

Issue Date: July 16, 2019

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ALASKA ENERGY AUTHORITY
INVITATION FOR QUOTES FOR
A SMALL PROCUREMENT
(CONSTRUCTION RELATED)
 [per 3 AAC 109]

Project Name: Takotna Power Plant M & I Project Solicitation No. 20001 Location: Takotna, Alaska	Procurement Agency and Address: Alaska Energy Authority 813 W Northern Lights Blvd Anchorage, AK 99503
Procurement Officer: Lois Lemus Contracting Officer	Date of Issuance: July 16, 2019
DESCRIPTION OF WORK, REQUIRED COMPLETION DATE, LISTING OF ATTACHMENTS: All work shall be substantially complete by: October 31, 2019. See attached scope of work, drawings and specifications	
The Project cost estimate is: <input type="checkbox"/> under \$10,000 <input type="checkbox"/> \$10,000 - \$50,000 <input type="checkbox"/> \$50,001 - \$80,000 <input checked="" type="checkbox"/> \$80,001 - \$100,000 ¹ 1. Quotes in excess of \$100,000 will be deemed non-responsive.	
Davis-Bacon Wages (Title 36.05): are <input checked="" type="checkbox"/> are not <input type="checkbox"/> required on this project. If a higher federal rate is required due to partial federal funding or other federal participation, the higher rate must be paid.	
The following insurance coverages are required: <input checked="" type="checkbox"/> Workers Comp <input checked="" type="checkbox"/> General Liability <input checked="" type="checkbox"/> Automobile	
<u>Bonding Requirements:</u> Federal Funds requires bonds. The undersigned proposes to furnish Payment Bond in the amount of 50% and Performance Bond in the amount of 50% (of the contract), as surety conditioned for the full, complete and faithful performance of this contract. (See Bid Bond Sheet 25D-14, Payment Bond SPC-005 and Performance Bond SPC-006 forms.)	
Quotes for furnishing all labor and performing all work for the above Project are invited. To be eligible for consideration, quotes must be received before 2:00 p.m. local time on July 24, 2019 . Late quotes cannot be accepted. Disadvantaged Business Enterprises (DBEs) may submit quotes and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an Award which results from this invitation. Any errors, omissions, or questions pertaining to solicitation procedures or Project requirements, requests for additional documents, or inquiries pertaining to site conditions or scheduled visits must be made to: Rebecca Garrett Project Manager: Telephone (907) 771- 3042 . Applicable provisions of 3 AAC 109 govern this solicitation.	
SUBMITTAL OF QUOTES: Quotes for this Project must be submitted in the manner noted below. All Offerors must familiarize themselves with the <i>Instructions to Offerors</i> , page 2 of this form, prior to submitting their quote.	
<input type="checkbox"/> - VERBAL QUOTES SHALL BE GIVEN TO _____ AT THE ABOVE NOTED TELEPHONE NUMBER, PRIOR TO THE STATED DEADLINE. (See above Bonding Requirements.)	
<input checked="" type="checkbox"/> - WRITTEN QUOTES, INCLUDING AMENDMENTS OR WITHDRAWALS, MUST BE RECEIVED PRIOR TO THE ABOVE NOTED DEADLINE. QUOTES MUST BE SUBMITTED ON FORM SPC-002, QUOTE SUBMITTAL, ATTACHED. (See above Bonding Requirements.)	
Quotes may be submitted by email (llemus@aidea.org), hand delivered, or mailed in a sealed envelope. Confidentiality is only assured for sealed quotes. Mailed quotes must allow time for delivery and the envelope must be marked as follows:	
Quote for Project: Name: Takotna Power Plant M&I Project Number: 20001 Attn: Lois Lemus Phone: (907) 771-3909 Fax: (907) 771- 3044	Procurement Agency Address: Alaska Energy Authority 813 W Northern Lights Blvd Anchorage, Alaska 99503
Quote amendments or withdrawals must be made in writing to the individual of the Procurement Agency receiving the quotes, and must be received prior to the time for quote submittal.	



ALASKA ENERGY AUTHORITY

INVITATION FOR QUOTES FOR A SMALL PROCUREMENT (CONSTRUCTION RELATED)

INSTRUCTIONS TO OFFERORS

The Authority desires that all Offerors submitting quotes on construction contracts are given a fair and equal opportunity to compete. Offerors are required to follow these instructions:

REVIEW THE PROJECT DOCUMENTS: Most construction Projects in excess of \$1,000 will have some type of written documentation prepared expressly for the Work. If you are asked to submit a quote and no written information has been provided, you should ask the procurement Agency for written documentation. If the scope of services have been described to you verbally, and you are selected for Contract Award, you must ensure that the information of the services to be performed (scope of work) is put in writing prior to accepting the Contract. When providing a Quote, carefully review and consider all materials related to the solicitation and work of the contract. **By submitting a quote the Offeror warrants that they are familiar with the Project requirements, have visited or otherwise examined the site, and are aware of the conditions to be encountered.** Offerors can verify the contents and completeness of their quote documents by contacting the procurement Agency individual named on the front of this form.

SUBMITTING THE QUOTE: The Quote must be submitted in one of the following formats as called for in the Invitation:

1. **ORALLY** - if a verbal quote is solicited, the Offeror must provide, in addition to their quote amount and mailing address -- (1) their valid Alaska Business License number, (2) if applicable, a valid Contractor's Registration number, (3) their status as an Alaskan Bidder (Offeror), (4) their intended use of Alaskan products, (5) the carrier's name and policy number for their Workers' Comp Insurance (or a statement of sole proprietorship, if applicable), and (6) the Employer (Tax) Identification Number or Social Security Number. The Procurement Agency will enter this information on the quote schedule.

2. **WRITTEN** - if a written quote is solicited, the Offeror must complete, in ink or typewritten, the *Small Procurement Quote Submittal*, Form SPC-002. Failure to acknowledge receipt of addenda or to execute the form correctly and completely may disqualify the quote.

NOTE: The Department of Labor requires an Offeror to be licensed and registered for the required type of work prior to submitting a quote. If the procurement Agency determines the Offeror is improperly registered or licensed, their quote may be deemed nonresponsive.

SUBCONTRACTOR LISTING: Subcontractors intended to be utilized on this contract must be listed in the response to the solicitation. Work shall not be awarded to any subcontractor without prior approval from the procurement Agency. Subcontractors may be added or removed only as approved by the procurement Agency.

DETERMINATION OF THE LOWEST RESPONSIBLE QUOTE AND CONTRACT AWARD: Following receipt and determination of all responsive oral, written or sealed quotes, the procurement Agency will compare the quotes and determine the lowest Offeror. If the procurement Agency discovers a discrepancy between the unit price amount and the extended amount; the unit price amount will prevail. Conditioned quotes, unless expressly requested, will not be considered. When the quote schedule is composed of a basic amount with alternates, the procurement Agency will base its determination of the low quote and the amount of the Contract Award solely upon those quotes, basic and alternates, that are priced within the extent of available construction funds. Alternates will be considered for Award in the order listed, except that if the order of Offerors is not affected, the Award may include any combination of funded alternates, or none, as may be in the best interest of the procurement Agency.

The procurement Agency will make a determination of **responsibility** as required by 3 AAC 109.280. If the lowest Offeror is declared responsible, the procurement Agency will execute the *Notice of Award / Notice to Proceed*, Form SPC-003, and send it to the Offeror for acknowledgement. If the lowest Offeror is found to be nonresponsive, this process will be repeated with the second lowest Offeror -- and so on until the lowest responsive and responsible Offeror is determined.

NOTICE OF AWARD AND PROTEST: A written notice will be provided on all Awards exceeding \$ 25,000 3 AAC 109.330. All protests must be filed with the Commissioner of the procurement Agency (or designee) and copied to the Procurement Officer. Protest procedures are described in 3 AAC 109.570. The extent of the protest remedy is limited to quote preparation costs 3 AAC 109.570.



ALASKA ENERGY AUTHORITY
SMALL PROCUREMENT QUOTE SUBMITTAL
(CONSTRUCTION RELATED)

[per 3 AAC 109]

Project Name: Takotna Power Plant M & I Project	Procurement Agency and Address: Alaska Energy Authority 813 W Northern Lights Blvd Anchorage, AK 99503
Solicitation No. 20001	
Location: Takotna, Alaska	
Procurement Officer: Lois Lemus Contracting Officer	Date of Issuance: July 16, 2019 Bid Date: July 24, 2019

QUOTE: Offerors must read all attachments to this schedule.

BASIC BID and ADDITIVE ALTERNATES: The intent of the Contract is to provide for the construction and completion of every detail of work described herein and shown in the Drawings. The Contractor shall furnish all labor, materials, supervision, equipment, tools, transportation, quality control, and supplies required to complete the work.

Note: All prices below shall be firm fixed lump sum and shall include all labor, materials, supervision, equipment, tools, transportation, quality control, and supplies required to complete the work. See the Drawings for delineation of Base Bid and Additive Alternate scopes.

Base Bid	Firm Price \$
Additive Alternate 1A	Firm Price \$
Additive Alternate 2A	Firm Price \$
Additive Alternate 3A	Firm Price \$
Additive Alternate 4A	Firm Price \$
Additive Alternate 5A	Firm Price \$
Additive Alternate 6A	Firm Price \$
Additive Alternate 7A	Firm Price \$
Total Basic Bid & Additive Alternates	\$

I have reviewed the bid documents, with addenda _____, and understand the scope of services and conditions required for Solicitation No. 20001. I agree to furnish all necessary labor for the above amount(s). The Work shall be accomplished in a professional manner acceptable to the Procurement Officer.

Contractor _____ Contractor Reg. No. _____

Authorized Signature _____ Title _____

Address _____

Business License # _____ EIN or SSN _____ Phone # _____

.....

Procurement Officer: _____

Date of Receipt of Bid: _____

Offeror to Complete this Portion



ALASKA ENERGY AUTHORITY
NOTICE OF AWARD (NOA)
SMALL PROCUREMENT CONTRACT
(CONSTRUCTION RELATED)
 [per 3 AAC 109]

Project Name: Takotna Power Plant M & I Project Solicitation No. 20001 Location: Takotna, Alaska	Procurement Agency and Address: Alaska Energy Authority 813 W Northern Lights Blvd Anchorage, AK 99503
Procurement Officer's Signature:	Date of Issuance:

TO: _____ _____	FOR: Work related to Basic Bid of: _____,	The Contractor Must Submit:	
		Insurance* <input checked="" type="checkbox"/>	Bonding* <input checked="" type="checkbox"/>
		Certified Wages* <input checked="" type="checkbox"/>	(Notice of Work)* <input type="checkbox"/>
		Subcontractor List* <input checked="" type="checkbox"/>	

* Comments as applicable:

.....

Your quote in the amount of _____ submitted on _____, is accepted for performance of the Work described in the attached Invitation for Quotes (Form SPC-001), and the quote as submitted on the *Small Procurement Quote Submittal* (Form SPC-002), which are a part of this Contract.

The Contractor must sign, date, and return this document to the *procurement* address shown above. The Procurement Officer will then sign and return a copy to the Contractor, and the Award will be deemed made. The Work of this contract may not commence until the Notice to Proceed (NTP) is issued.

Contractor's Signature of Contract Award Acceptance: _____ Date : _____

NOTICE TO UNSELECTED OFFERORS ON PROJECTS OVER \$ 25,000

In accordance with the protest rights afforded under 3 AAC 109.580 a copy of this Notice of Award is hereby provided to those individuals and businesses who submitted a response to the initial solicitation on which this award is made.



ALASKA ENERGY AUTHORITY

NOTICE OF AWARD (NOA) SMALL PROCUREMENT CONTRACT (CONSTRUCTION RELATED)

GENERAL CONDITIONS

[Construction Procurement under [per 3 AAC 109]]

These terms, conditions and requirements apply to the Contract Documents describing the Work for the Project. If any provision of these Contract Documents is declared by a court to be illegal or in conflict with any law, the validity of the remaining provisions and the ensuing rights and obligations of the Parties to the contract shall not be affected.

Whenever used in these Contract Documents, the following terms shall have the indicated meaning. Any term not so defined shall have its ordinary meaning.

- **Approved or Approval** - means written approval by the Procurement Officer or authorized representative.
- **Award** - means the written acceptance of the lowest responsive and responsible quote by the Procurement Agency.
- **Contract Documents** - includes the *Invitation for Quotes for a Small Procurement*, Form SPC-001 (with Instructions - if issued), the *Notice of Award / Notice to Proceed*, Form SPC-003, any addenda, written changes, or attachments as noted in the description of the Work.
- **Procurement Officer** - the person authorized to enter into and administer the contract on behalf of the Procurement Agency.
- **Parties to the Contract** - includes the Procurement Agency, the owner Agency representing the State of Alaska, and the Contractor, being the entity contracting with the owner Agency for performance of the Work.
- **Project** - the total construction, of which the Work performed under the Contract is the whole or part.
- **Project Manager** - the Procurement Officer's authorized representative, responsible for Contract administration.
- **Work** - is the act of, and the result from, performing services, furnishing labor, furnishing and incorporating materials and equipment into the Project and performing other duties and obligations, all as required by the Contract Documents.

1. The Procurement Officer (or authorized representative) has the authority to make findings, determinations and decisions with respect to the contract; to Approve materials, Work and payment therefore; and to modify or terminate the contract on behalf of the Procurement Agency.
2. The Contractor shall have sole responsibility for the means, methods, sequences, or procedures of construction and safety precautions related to the Project. The Contractor shall conduct all Work in such a manner that protects the public and State resources.
3. The Contractor must comply with all applicable laws, regulations, codes, ordinances and written directives issued by the Procurement Officer. In addition, the Contractor must obtain applicable licenses and permits; provide supervision, labor, tools, and new materials (except as may otherwise be provided by the Procurement Agency).
4. The Contractor shall not award Work to any subcontractor without prior Approval from the Procurement Officer.
5. The Procurement Agency reserves the right to make written changes to the Contract Documents for modifications within the general scope of the Work.
6. Any act or occurrence, be it a result of an emergency, differing site condition or change order, which may form the basis of a claim for a price or time adjustment must be reported immediately to the Procurement Officer.
7. The Department of Labor and Workforce Development, Wage and Hour Administration, must be notified in accordance with AS 36.05.010 and AS 36.05.030 if the resulting contract for repairs or construction exceeds \$25,000. The Contractor must comply with the requirements noted within the Department of Labor packet entitled, "Laborers' & Mechanics' Minimum Rates of Pay." To obtain a copy of the referenced packet, contact the Procurement Agency or the Department of Labor.
8. The primary contractor working on public construction projects with an amount of \$25,000 or more must file a Notice of Work and pay a one percent fee based on the estimated value of work performed by the prime contractor and one percent of the value of each subcontractor's price, to the Department of Labor and Workforce Development, Wage and Hour Administration (DOLWD). The maximum fee is \$5,000.00. The notice and fees must be filed with the DOLWD before work commences on the project.

Upon completing the construction project, the primary contractor must file a Notice of Completion (NOC) and make payment of any additional fees due to increases in the contract amounts due the primary contractor. The Notice of Work and Notice of Completion forms are available at:
<http://www.labor.state.ak.us/lss/lssforms.htm>
9. The Contractor shall indemnify, save harmless, and defend the Procurement Agency, its agents and its employees in accordance with Appendix B1 below. Furthermore, the Contractor shall, prior to the Award of the contract, provide proof of Workmen's Compensation, General Liability, and Automobile Insurance in amounts as applicable under Appendix B1. These coverages shall remain in force for the duration of the Contract.
10. The Contractor shall remedy all defects in materials or workmanship that develop within a period of one year from the date of final payment.
11. The Procurement Agency will make final payment to the Contractor following approval of completion of all Work and the Contractor's submittal of all releases, warranties, record documents, permits and invoices. Liens or other claims relating to the Project may be withheld from final payment if written notice is first given to the Contractor. Acceptance of the final payment will constitute the Contractor's waiver to future claims.
12. Any dispute arising out of this Contract, which cannot be satisfactorily remedied by the Parties to the Contract, shall be resolved under 3 AAC 109.

APPENDIX B¹
INDEMNITY AND INSURANCE

Article 1. Indemnification

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

Article 2. Insurance

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a notice of cancellation, nonrenewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

2.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000. combined single limit per occurrence.

2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000. combined single limit per occurrence.



ALASKA ENERGY AUTHORITY
NOTICE TO PROCEED (NTP)
SMALL PROCUREMENT CONTRACT
(CONSTRUCTION RELATED)
 [per 3 AAC 109]

Project Name: Takotna Power Plant M & I Project Solicitation No.20001 Location: Takotna, Alaska	Procurement Agency and Address: Alaska Energy Authority 813 W Northern Lights Blvd Anchorage, AK 99503
Authorizing Signature:	Date of Issuance:

TO:

.....

You have successfully met the requirements for submittal of all contract documents to the Procurement Agency and Dept. of Labor and Workforce Development related to the subject Project.

Upon receipt of this document, the Contractor may begin work on the subject project, in accordance with the terms of the contract. The Work of this contract must commence within Five (5) calendar days following the date of signature **by the Authorizing Signatory** shown above (i.e., the effective date of the Contract) and all Work of the

Contract must be complete on or before September 23, 2019 _____

Contractor's Signature of Acknowledgment: _____ Date : _____

2. What percent of the total value of this contract would you subcontract? _____
3. Would you purchase any equipment for use on this project: Yes No
 If yes, describe type, quantity, and approximate cost: _____

4. Would you rent any equipment for this work? Yes No
 If yes, describe type, quantity, and approximate cost: _____

5. Is your proposal based on firm offers for all materials for this project? Yes No
 If no, please explain: _____

C. EXPERIENCE

1. Have you had previous construction contracts or subcontracts with the State of Alaska?
 Yes No
 Describe the most recent or current contract, its completion date, and scope of work:

2. List, as an attachment to this questionnaire, other construction projects you have completed; the dates of completion, scope of work, and total contract amount for each project completed in the past 12 months.

I hereby certify that the above statements are true and complete.

 Name of Respondent

 Signature

 Date

 Name and Title of Person Signing



SUBCONTRACTOR LIST

Takotna Power Plant M & I Project

Solicitation No. 20001

The apparent low bidder shall complete this form and submit it so as to be received by the Contracting Officer prior to the close of business on the fifth working day after receipt of written notice from the Authority.

Failure to submit this form with all required information by the due date will result in the bidder being declared nonresponsive and may result in the forfeiture of the Bid Security.

Scope of work must be clearly defined. If an item of work is to be performed by more than one firm, indicate the portion or percent of work to be done by each.

Check as applicable: All Work on the above-referenced project will be accomplished without subcontracts greater than 1/2 of 1% of the contract amount.

or
Subcontractor List is as follows:

LIST FIRST TIER SUBCONTRACTORS ONLY

FIRM NAME, ADDRESS, PHONE NO.	AK BUSINESS LICENSE NO., CONTRACTOR'S REGISTRATION NO.	SCOPE OF WORK TO BE PERFORMED

CONTINUE SUBCONTRACTOR INFORMATION ON REVERSE

For projects with federal-aid funding, I hereby certify Alaska Business Licenses and Contractor's Registrations will be valid for all subcontractors prior to award of the subcontract. For projects without federal-aid funding (State funding only), I hereby certify the listed Alaska Business Licenses and Contractor's Registrations were valid at the time bids were opened for this project.

Signature of Authorized Company Representative _____ Title _____

Company Name _____ Company Address (Street or PO Box, City, State, Zip) _____

Date _____ ()
Phone Number _____

ALASKA ENERGY AUTHORITY
BID BOND
 For
Takotna Power Plant M&I Project
20001

DATE BOND EXECUTED: _____

PRINCIPAL (Legal name and business address):

TYPE OF ORGANIZATION:

	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Corporation
STATE OF INCORPORATION:	

SURETY(IES) (Name and business address):

A.	B.	C.
PENAL SUM OF BOND:		DATE OF BID:

We, the PRINCIPAL and SURETY above named, are held and firmly bound to the State (State of Alaska), in the penal sum of the amount stated above, for the payment of which sum will be made, we bind ourselves and our legal representatives and successors, jointly and severally, by this instrument.

THE CONDITION OF THE FOREGOING OBLIGATION is that the Principal has submitted the accompanying bid in writing, date as shown above, on the above-referenced Project in accordance with contract documents filed in the office of the Contracting Officer, and under the Invitation To Bid therefore, and is required to furnish a bond in the amount stated above.

If the Principal's bid is accepted and he is offered the proposed contract for award, and if the Principal fails to enter into the contract, then the obligation to the State created by this bond shall be in full force and effect.

If the Principal enters into the contract, then the foregoing obligation is null and void.

PRINCIPAL

Signature(s)	1.	2.	3.
Name(s) & Title(s) (Typed)	1.	2.	3.

Corporate Seal

See Instructions on Reverse

CORPORATE SURETY(IES)

Surety A	Name of Corporation		State of Incorporation	Liability Limit \$
Signature(s)	1.	2.	Corporate Seal	
Name(s) & Titles (Typed)	1.	2.		
Surety B	Name of Corporation		State of Incorporation	Liability Limit \$
Signature(s)	1.	2.	Corporate Seal	
Name(s) & Titles (Typed)	1.	2.		
Surety C	Name of Corporation		State of Incorporation	Liability Limit \$
Signature(s)	1.	2.	Corporate Seal	
Name(s) & Titles (Typed)	1.	2.		

INSTRUCTIONS

1. This form shall be used whenever a bid bond is submitted.
2. Insert the full legal name and business address of the Principal in the space designated. If the Principal is a partnership or joint venture, the names of all principal parties must be included (e.g., "Smith Construction, Inc. and Jones Contracting, Inc. DBA Smith/Jones Builders, a joint venture"). If the Principal is a corporation, the name of the state in which incorporated shall be inserted in the space provided.
3. Insert the full legal name and business address of the Surety in the space designated. The Surety on the bond may be any corporation or partnership authorized to do business in Alaska as an insurer under AS 21.09. Individual sureties will not be accepted.
4. The penal amount of the bond may be shown either as an amount (in words and figures) or as a percent of the contract bid price (a not-to-exceed amount may be included).
5. The scheduled bid opening date shall be entered in the space marked Date of Bid.
6. The bond shall be executed by authorized representatives of the Principal and Surety. Corporations executing the bond shall also affix their corporate seal.
7. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
8. The states of incorporation and the limits of liability of each surety shall be indicated in the spaces provided.
9. The date that bond is executed must not be later than the bid opening date.

ALASKA ENERGY AUTHORITY

PERFORMANCE BOND

Bond No. _____

For
Takotna Power Plant M&I Project
20001

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That _____
of _____
and _____ as Principal,
of _____
_____ as Surety,

firmly bound and held unto the State of Alaska in the penal sum of _____ Dollars

(\$ _____) good and lawful money of the United States of America for the payment whereof, well and truly to be paid to the State of Alaska, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with said State of Alaska, on the _____ of _____ A.D., 2019, for construction of the above-named project, said work to be done according to the terms of said contract.

Now, THEREFORE, the conditions of the foregoing obligation are such that if the said Principal shall well and truly perform and complete all obligations and work under said contract and if the Principal shall reimburse upon demand of the Alaska Energy Authority any sums paid him which exceed the final payment determined to be due upon completion of the project, then these presents shall become null and void; otherwise they shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at _____ this _____ day of _____ A.D., 2019.

Principal: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

Surety: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

The offered bond has been checked for adequacy under the applicable statutes and regulations:

Alaska Energy Authority Authorized Representative _____

_____ Date

See Instructions on Reverse

INSTRUCTIONS

1. This form shall be used whenever a performance bond is required. There shall be no deviation from this form without approval from the Contracting Officer.
2. The full legal name, business address, phone number, and point of contact of the Principal and Surety shall be typed on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.
3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be typed in words and in figures.
4. Where individual sureties are involved, a completed Affidavit of Individual Surety shall accompany the bond. Such forms are available upon request from the Contracting Officer.
5. The bond shall be signed by authorized persons. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.

ALASKA ENERGY AUTHORITY

PAYMENT BOND

Bond No. _____

For
Takotna Power Plant M&I Project
20001

NOW ALL WHO SHALL SEE THESE PRESENTS:

That _____
of _____
and _____ as Principal,
of _____
_____ as Surety,

firmly bound and held unto the State of Alaska in the penal sum of _____ Dollars

(\$ _____) good and lawful money of the United States of America for the payment whereof, well and truly to be paid to the State of Alaska, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with said State of Alaska, on the _____ of _____ A.D., 2019, for construction of the above-referenced project, said work to be done according to the terms of said contract.

Now, THEREFORE, the conditions of the foregoing obligation are such that if the said Principal shall comply with all requirements of law and pay, as they become due, all just claims for labor performed and materials and supplies furnished upon or for the work under said contract, whether said labor be performed and said materials and supplies be furnished under the original contract, any subcontract, or any and all duly authorized modifications thereto, then these presents shall become null and void; otherwise they shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at _____, this _____ day of _____ A.D., 2019.

Principal: _____
Address: _____
By: _____
Contact Name: _____
Phone: () _____

Surety: _____
Address: _____
By: _____
Contact Name: _____
Phone: () _____

The offered bond has been checked for adequacy under the applicable statutes and regulations:

Alaska Energy Authority Authorized Representative _____ Date _____

See Instructions on Reverse

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, shall be used whenever a payment bond is required. There shall be no deviation from this form without approval from the Contracting Officer.
2. The full legal name, business address, phone number, and point of contact of the Principal and Surety shall be typed on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.
3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be typed in words and in figures.
4. Where individual sureties are involved, a completed Affidavit of Individual Surety shall accompany the bond. Such forms are available upon request from the Contracting Officer.
5. The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.

Appendix C – Scope of Work, Drawings, and Specifications

Scope: The intent of the Contract is to provide for the construction and completion of every detail of work described herein and shown in the Drawings. The Contractor shall furnish all labor, materials, supervision, equipment, tools, transportation, quality control, and supplies required to complete the work. A brief description of the work is as follows:

1. **Drawings and Specification** – The design drawings which are bound separately show all work for this project. All specifications are included on the face of the drawings.
2. **Furnish Required Materials** – The Contractor shall furnish all materials required for the work except those specifically indicated as existing. The Contractor shall provide submittals for all materials that are a substitute for specified items. All submittals for substitutes must be approved prior to mobilization. If materials are going to be furnished exactly as specified, the Contractor shall provide written notice confirming material compliance.
3. **Mobilization** - The Contractor shall transport all required materials, equipment, tools, supplies, etc. to the project site in Takotna, AK.
4. **Demolition** - The Contractor shall selectively remove and/or demolish items as indicated in the Drawings. Care shall be taken to avoid damage to existing systems not being demolished and to equipment being salvaged for reuse.
5. **Installation** - The Contractor shall install new and salvaged items as indicated in the Drawings.
6. **Repairs** - The Contractor shall perform miscellaneous minor repairs to the power plant as indicated in the Drawings. Note that the repair tasks are delineated between Base Bid and Additive Alternates on the Drawings.
7. **Testing and Commissioning** - The Contractor shall test and commission the existing emergency generator (Engine-Generator #1), modified switchgear, and associated mechanical and electrical systems as indicated in the Drawings. The Authority or their designated representative will travel to Takotna to participate in testing and commissioning. The Contractor shall provide a minimum 7 days' notice to the Authority of the intended date for testing.
8. **Cleanup and Demobilize** - The Contractor shall clean up the jobsite upon completion of commissioning and shall remove and dispose of all trash and debris. The Contractor shall turn over all salvaged materials to the Owner as described in the Drawings. The Contractor shall remove all Contractor tools and equipment from the project site.

Special Conditions: The following special conditions apply to this Contract:

1. **Maintain Prime Power Service** – All work will be performed in the Takotna Power Plant. The work description on the Drawings is sequenced to ensure continuous power production except as required to change from one generator to the other. The Contractor shall coordinate all activities on site with the local power plant operators to ensure work does not interrupt power production. Any outages that may be required for execution of the work shall be coordinated in advance with the power plant operators.

APPENDIX D BID SCHEDULE

Scope of Work – The Scope of Work for this bid is described previously in Appendix C.

Project Schedule: The following schedule is specified for the work. If a Bidder anticipates a problem meeting this schedule, they must notify the Authority prior to Bid Opening.

September 16, 2019 Testing and Commissioning (see note)

September 23, 2019 Completion and Acceptance (see note)

Note that the testing and completion dates listed above are the latest acceptable dates. Early completion is desired and will be accepted.

Appendix E – Construction Documents

Change Order Request – 1 page

Construction Closeout Release – 2 pages

CHANGE ORDER REQUEST (PROPOSAL)

Project:	Change Order Request Number:
	From (Contractor):
To:	Date:
	A/E Project Number:
Re:	Contract For:

This Change Order Request (C.O.R.) contains an itemized quotation for changes in the Contract Sum or Contract Time in response to proposed modifications to the Contract Documents based on Proposal Request No. _____.

Description of Proposed Change:

Attached supporting information from: Subcontractor Supplier _____ _____

Reason For Change:

Does Proposed Change involve a change in Contract Sum? No Yes [Increase] [Decrease] \$ _____
 Does Proposed Change involve a change in Contract Time? No Yes [Increase] [Decrease] _____ days.

Attached pages: Proposal Worksheet Summary: _____
 Proposal Worksheet Detail(s): _____

Signed by: _____ Date: _____

Copies: Owner Consultants _____ _____ _____ File

**CONTRACTOR'S
RELEASE**

Issue Date: _____
Project No.: _____
Contract No.: _____

Project Name: _____

Located at: _____

Contract Compensation Summary	
Final Amount:	_____
Less Liquidated Damages:	_____
Total Final Sum:	_____
Less previous payments OR	_____
Estimate(s), 1 through _____	_____
Totaling:	_____
Final Payment Due:	_____

Pursuant to the terms of the written contract dated _____, _____, for the construction of _____, Project Number(s) _____, total final sum of _____ Dollars (_____) which has been or is to be paid under the said contract to (Contractor's Name)

located at _____ (hereinafter called the Contractor) or its assignees, if any, the Contractor, upon payment of the said sum by Alaska Energy Authority (AEA) , does remise, release and discharge AEA, its officers, agents and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from said contract, whether known or unknown and whether or not ascertainable at the time of the execution of this instrument except specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows:

The Contractor agrees, in connection with the claims which are not released as set forth above, that (s)he will comply with all of the provisions of the said contract, including without limitation those provisions relating to notification of AEA and relating to the prosecution of claims.

IN WITNESS WHEREOF, this release has been executed this ____ day of _____, _____.

Witness _____

Contractor: _____

Witness _____

By: _____

Title: _____

(NOTE: In the case of a corporation, witnesses are not required, but certificate on Page 2 must be completed by a corporate officer other than the one who signs above.)

CERTIFICATE

I, _____, certify that I am the _____
Name Official Title
of the corporation named as Contractor in the foregoing release; that _____
Name
who signed said release on behalf of the Contractor was then _____
Official Title
of said corporation; that said release was duly signed for and in behalf of said corporation by authority of its governing body and
is within the scope of its corporate powers.

Signature

Print Name

IN WITNESS WHEREOF,
I have set my hand and affixed my official seal this ____ day of _____, _____.

My Commission Expires: _____

Notary Public

Appendix F – Federal, Laborers’ & Mechanics Minimum Rates of Pay for Heavy Construction

Federal wage rates can be obtained at <https://beta.sam.gov/> for the State of Alaska. Use the federal wage rates that are in effect 10 days before bid opening https://beta.sam.gov/wage-determination/AK20190006/0?index=wd&keywords=alaska&sort=-relevance&date_filter_index=0&date_rad_selection=date&wdType=dbra&page=1 . The AUTHORITY will include a paper copy of the State wage rates in the signed Contract.

PAYMENT OF PREDETERMINED MINIMUM WAGES (Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The AEA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) The work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) The additional classification is utilized in the area by the construction industry;

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the U.S. Department of Labor, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification

action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U. S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on

the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. **Helpers:** Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, which is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. **Apprentices and Trainees (Programs of the U.S. DOT):** Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. **Withholding:** The AEA shall, upon its own action or upon written request of an authorized representative of the DOL, withhold or cause to be withheld from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the AEA Procurement Officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. **Overtime Requirements:** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such work week unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. **Violation: Liability for Unpaid Wages; Liquidated Damages:** In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible therefor shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. **Withholding for Unpaid Wages and Liquidated Damages:** The AEA shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.