

## This is not an order.

INVITATION TO BID NUMBER (ITB)	Return this bid to the issuing office below
	Attention – Althea Clapp, Procurement Manager
16003	Alaska Energy Authority (AEA) or (Authority)
Module	813 West Northern Lights Blvd.
	Anchorage, AK 99503-2495
	aclapp@aidea.org, Ph. 907-771-3018 Fax 907-771-3044

This Bid in accordance with AS 36.30 and 2 AAC 12 with Alaska Energy Authority (AEA) on behalf of the City of Perryville. Funding for this procurement is a combination of State and Denali Commission federal funding.

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#### Invitation to Bid Schedule

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Bid Issued	June 15, 2015			
Pre-bid Conference	None			
Bid Opening	ITB shall be publically opened at, 2:00 p.m. July 8, 2015, in the Willow			
	Conference Room.			

# **Important**

Interested firms shall register online to receive addenda and other information at <a href="http://www.aideaaeaprocurement.org/">http://www.aideaaeaprocurement.org/</a>

AEA may provide periodic e-mail notices regarding addenda or clarifications regarding this bid to those companies who reply.

All addenda and other notices will be posted and available at <a href="http://www.aidea.org/">http://www.aidea.org/</a> "Quick Links" Procurement Opportunities.

#### Instructions to Bidders

# 1. Invitation to Bid (ITB) Review

Bidders shall carefully review this ITB for defects and questionable or objectionable material. Bidders' comments concerning defects and questionable or objectionable material in the ITB must be made in writing and received by the purchasing authority at least five (5) days before the bid opening date. This will allow time for an addendum if one is required. It will also help prevent the opening of a defective bid that will be rejected, and risk exposure of Bidders' prices. All correspondence will be addressed to the purchasing authority listed on the front of this ITB.

## 2. Bid Forms/Submittals

Bidders shall use and return the forms supplied with this invitation in submitting their bid. A photocopied bid can submitted. Bidders must return a signed copy of the Bid Schedule, and any/all required support documentation requested in this ITB. The apparent low bidder may be required to provide additional documentation after bid opening and prior to award to assure compliance with all terms and conditions of the solicitation.

# 3. **Minimum Qualifications** - The Authority requires the following:

- a) Bidders must have 3-years prior experience producing the commodity described herein.
- b) Bidders must have staff with extensive experience in fabricating modules. If asked, Bidder must be able to provide examples of 3-projects similar to the one described herein.
- c) Bidders must have a fabrication facility with adequate space and appropriate equipment as required to perform the work. The Authority may inspect the bidders shop after the bid opening and prior to award in order to verify Bidder qualifications.
- d) A Bidder's inability to provide the requested documentation related to proof of their ability to meet the vendor requirements may result in their bid being declared non-responsive.

# 4. Submitting Bids

Envelopes containing bids must be sealed, marked, and addressed as shown below. **DO NOT FAX YOUR BID.** Envelopes with ITB numbers annotated on the outside will not be opened until the scheduled date and time. Hand carried bids should be delivered to the receptionist at the front desk or to the Procurement Manager for processing. Failure to correctly submit a bid may result in it being unopened or rejected and returned to the bidder.

# **Bidder's return Address**

Alaska Energy Authority 813 West Northern Lights Blvd Anchorage, Alaska 99503 ATTN: Althea Clapp, Procurement Manager ITB 16003 Module Opening Date: 2:00 July 8, 2015

## 5. Modification and Withdrawal of Bids

A bidder may, without prejudice, modify or withdraw its bid by written request provided that such request is received by the Authority prior to the bid opening date and time.

#### 6. Late Bids

Late bids are bids received after the time and date set for receipt of the bids; and late bids will not be accepted.

#### 7. Offer Period

Bids must remain valid for a period of 90-days unless otherwise specified in the Bid Schedule.

# 8. Firm, Unqualified and Unconditional Offer

Bidders must provide enough information with their offer to constitute a definite, firm, unqualified and unconditional offer. To be responsive an offer must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of the ITB. Material terms are those which could affect price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

#### 9. Prices

The bidder shall state prices in the units of issue on this ITB. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the F.O.B. point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services will be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the Authority, the bidder may list such taxes separately, directly below the bid price for the affected item.

The Authority is exempt from Federal Excise Tax except the following:

- Coal Internal Revenue Code of 1986 (IRC), Section 4121 on the purchase of coal;
- "Gas Guzzler" IRC, Section 4064 on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax,
- Air Cargo IRC, Section 4271 on the purchase of property transportation services by air;
- Air Passenger IRC, Section 4261 on the purchase of passenger transportation services by air carriers.

#### 10. Extension of Prices

In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern,

#### 11. Federal Excise Tax

Federal Excise Tax should not be included in the bid price(s). The Alaska Energy Authority is exempt from Federal Excise Tax.

## 12. Suitable Materials, Etc.

Unless otherwise specified, all materials, supplies or equipment offered by a bidder must be new per the attached specifications.

# 13. Supporting Information

The Authority strongly desires that bidders submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made, by the Procurement Manager, that the product offered meets the ITB specifications and that other

requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, and unqualified or unconditional offer, the Authority reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the Authority and may include the requirement that a bidder will provide a sample product(s) or certification of compatibility of accessories or component parts with the specifications so that the Authority can make a first-hand examination and determination.

A bidder's failure to provide this supplemental information or the product sample(s), within the time set by the Authority, will cause the Authority to consider the offer non-responsive and reject the bid.

#### 14. Brand and Model Offered

Bidders must clearly indicate the brand names and model numbers they intend to provide where required on the bid schedule. The bidder's failure to identify the brand and model offered - if different than what may be required by the specifications - may cause the Authority to consider the offer non-responsive and reject the bid.

## 15. Annotated Literature

If product literature is requested bidders must annotate their product literature to identify for the Authority the location of the supporting information for each product specification set out in this ITB. A bidder's failure to comply with this clause, within the time set by the Authority, will cause the Authority to consider the offer non-responsive and reject the bid.

# 16. Subcontractor(S)

Within five (5) working days of notice, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor.

# 17. Tax-Exempt Financing

No public offering or private placement of securities relating to the contracts issued as a result of this ITB may be made. If a bid contemplates the securitization of the Authority's payments, the Authority will reject the offer as non-responsive.

#### 18. Notice of Intent to Award

After the responses to this ITB have been opened, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent, serves two purposes. It lists the name of each company or person that offered a bid and the price bid. It also serves as notice of the Authority's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be sent to each company or person who responded to the ITB. Bidders, identified as the apparent low responsive bidders, are instructed not to proceed until a Purchase Order, Contract Award, Lease, or other form of notice is given by the Procurement Manager. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or other form of notice from the Procurement Manager does so without a contract and at his or her own risk.

#### 19. Filing a Protest

A bidder may protest the award of a contract or the proposed award of a contract for supplies, services, or professional services. The protest must be filed in writing and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. Protests will be treated in accordance with AEA Regulations 3 AAC 108.910. A Protest based on alleged improprieties or ambiguities in a solicitation must be filed at least 10 days before the bid date of the bid or proposal, unless a later bid

protest due date is specifically allowed in the solicitation. A Protest based upon alleged improprieties in an award of a contract or a proposed award of a contract must be filed within 10days after a notice.

#### 20. Order Documents

Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The Authority is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the Authority under this ITB. The Authority's Contract Award is the only order document that may be used to place orders against the contract(s) resulting from this ITB.

## 21. Consolidation of Awards

Due to high administrative costs associated with processing of purchase orders, a single low bid of \$50 or less may, at the discretion of the Authority be awarded to the next low bidder receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "INSTRUCTIONS TO BIDDERS", "FILING A PROTEST" above.

## 22. Bid Preparation Costs

The Authority is not liable for any costs incurred by the bidder in bid preparation.

## 23. Bid Security

The bid bond and other security bonds are waived in their entirety for this invitation to bid.

#### 24. Contact

The administration of this contract is the responsibility of Althea S. Clapp, Procurement Manager, at the Authority.

# **Appendix A - Terms and Conditions**

# 1. Compliance

In the performance of a contract, the Vendor must comply with all applicable federal, state, and borough regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.

# 2. Suitable Materials, Etc.

Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

# 3. No Assignment or Delegation

The Vendor may not assign or delegate this contract, or any part of it, or have any right to any money to be paid under it, except with the written consent of the Contracting Officer. Conditioned assignments will be rejected.

## 4. Force Majeure

(Impossibility to perform) The Vendor is not liable for the consequences of any failure to perform, or default in performing, any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the Vendor. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

# 5. Contract Extension

The Authority and the successful Vendor agree: (1) that any holding over of the contract excluding any exercised renewal options will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect; and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

## 6. Default

In case of default by the Vendor, for any reason whatsoever, the Authority may procure the goods or services from another source and hold the Vendor responsible for any resulting excess cost and may seek other remedies under law or equity.

# 7. Disputes

Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in the superior court for the State of Alaska.

# 8. Severability

If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

# 9. Continuing Obligation of Vendor

Notwithstanding the expiration date of a contract resulting from this ITB, the Vendor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

# 10. Human Trafficking

By signature on their bid, the bidder certifies that the bidder is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report. The most recent United States Department of State's Trafficking in Persons Report are located at the following website: <a href="http://www.state.gov/g/tip/">http://www.state.gov/g/tip/</a>; and failure to comply with this requirement will cause the state to reject the bid as non-responsive, or cancel the contract.

# 11. Payment for State Purchases

Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

# 12. Shipping Damage

The Authority will not accept or pay for damaged goods. The Vendor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The Authority will provide the Vendor with written notice when damaged goods are received. The Authority will deduct the cost of the damaged goods from the invoice prior to payment. The Vendor must file all claims against the carrier(s) for reimbursement of the loss.

## 13. Indemnification

The Vendor 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 Vendor under this agreement. The Vendor 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 Vendor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Vendor" and "Contracting agency", as used within this and the following article, include the employees, agents and other Vendors 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 Vendor and in approving or accepting the Vendor's work.

#### 14. Insurance

Without limiting Vendor's indemnification, it is agreed that Vendor 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 Vendor's policy contains higher limits, the Authority 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, non-renewal, 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 Vendor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

# Proof of insurance is required for the following:

<u>Workers' Compensation Insurance</u>: The Vendor 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 Authority.

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

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

Failure to supply satisfactory proof of insurance within the time required will cause the Authority to declare the bidder non-responsible and to reject the bid.

## 15. Insurance Certificate

Shall name the Authority and the grantee as certificate holders and reference the contract number.

# 16. Delivery Confirmation

Bidders must obtain confirmation from manufacturers that the items offered are scheduled for production in sufficient time to meet the scheduled delivery dates.

# 17. Billing Instructions

Invoices will be addressed Alaska Energy Authority (AEA) 813 West Northern Lights Boulevard, Anchorage, AK 99503-2495; or emailed to <a href="mailto:aeapayables@aidea.org">aeapayables@aidea.org</a>. Vendor will reference the contract number on all invoices and correspondence. It is customary for AEA to make payment within 30-days of receipt of the merchandise or service, and the Vendor's invoice. Direct all billing questions to the Contracting Officer.

# 18. Alterations

The Contracting Office must approve in writing any Vendor alterations to the specifications prior to the changes. The Authority will not pay for alterations that are not pre-approved in advance and in writing by the Contracting Officer.

# 19. Liquidated Damages

It is expressly understood and agreed that in case of the failure on the part of the Vendor, for any reason, except with the written consent of the Authority, to furnish materials and the doing and performance of the work before the date(s) stipulated in the bid schedule, the Authority shall have the right to deduct from any money due or which may become due the Vendor, or if no money shall be due, the Authority shall have the right to recover the amount stipulated below, such deduction to be made, or sum to be recovered, not as a penalty but as liquidated damages. The amount of liquidated damages shall be <u>Six Hundred dollars (\$600.00) per day</u>, for each calendar day elapsing between the time stipulated for delivery and the actual date of delivery in accordance with the terms hereof.

## 20. Packaging

The cost of all packaging must be included in the price bid. All packaging must be new and suitable for shipment and short-term warehouse storage.

#### 21. Warranty

Provide warranty in accordance with the Specifications.

# 22. Workmanship & Materials

All work shall be performed in a thorough and competent manner and in accordance with current industry practices. The Vendor is responsible for the quality of the finished item. The Authority will reject any item that does not meet the specifications and return them to the Vendor. Vendors shall accept all rejected items at the Vendor's risk and expense.

#### 23. Contract Cancellation

The Authority reserves the right to cancel any contract awarded as a result of this solicitation if; 1) the Vendor fails to properly perform the duties set out herein, 2) due to budget/funding issues, or 3) at its convenience upon 60 calendar days written notice to the Vendor. In the event of cancellation at its convenience, the Authority will pay for any disassembly and shipping charges necessary to remove the machine and return it to the nearest in State dealer.

#### 24. Brand and Model Offered

Unless otherwise specified, when brand names and model numbers identify the type and quality of the goods desired, bidders must clearly indicate the brand names and model numbers they intend to provide. The bidder's failure to identify the brand and model offered will cause the Authority to consider the offer non-responsive and reject the bid.

# 25. Order Documents

Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The Authority is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the Authority under this ITB. The Authority Contract Award is the only order document that may be used to place orders against the contract(s) resulting from this ITB.

#### 26. Compliance with ADA

Services or activities furnished to the general-public on behalf of the Authority must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

The Authority complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact Enterprise Technology Services at one of the following numbers no later than November 10, 2011 to make any necessary arrangements.

Telephone: 907-465-5758 Fax: 907-465-3450 TDD:907465-5745

#### Appendix B – Required Contract Provisions for Federal Aid Contracts

## [Revised November 26, 2013]

The following contract provisions shall apply, where applicable, to all work performed on the contract by the contractor's own organization and by subcontractors. As provided in this Section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions and further require their inclusion in any lower tier subcontracts or purchase orders that may in turn be made. Incorporation by reference shall not be allowed. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all applicable Required Contract Provisions.

1. <u>CARGO PREFERENCE REQUIREMENTS</u> - 46 USC §1241, 46 CFR Part 381 [Applicable to all Federal-aid contracts involving equipment, materials or commodities which may be transported by ocean vessel]

Cargo Preference Use of United States - Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding subsection to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to THE AUTHORITY (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

# 2. <u>DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION</u> - 49 CFR Part 29; Executive Order 12549 [Applicable to all Federal-aid contracts which exceed \$25,000]

#### **Instructions for Certification:**

- 1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective contractor and lower tier participants knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, THE AUTHORITY may pursue available remedies, including suspension and/or debarment.
- 2. The prospective contractor and lower tier participants shall provide immediate written notice to THE AUTHORITY if at any time the prospective contractor and lower tier participants learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact THE AUTHORITY for assistance in obtaining a copy of those regulations.
- 4. The prospective contractor and lower tier participants agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by THE AUTHORITY.
- 5. The prospective contractor and lower tier participants further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- 6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
- 7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 8. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, THE AUTHORITY may pursue available remedies including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction

- (1) The prospective contractor and lower tier participants certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 CFR §29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- When the prospective contractor and lower tier participants is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

	certifies or affirms the truthfulness and accuracy of each statem Contractor understands and agrees that the provisions of, 49 C	
Signature of Contractor's Authorized Official:		
Name and Title of Contractor's Authorized Official:		
Date:		

- 3. <u>DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS</u> 40 USC 3141 <u>et seq.</u>; 18 USC 874; 29 CFR Part 5; 49 CFR 18.36(i)(5) [Applicable to all Federal-aid construction contracts which exceed \$2,000] <u>Does not apply to fabrication work.</u>
- **5.** <u>CLEAN WATER REQUIREMENTS</u> 33 USC 1251 [Applicable to all Federal-aid contracts which exceed \$100,000]

**Clean Water -** (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 <u>et seq.</u> The Contractor agrees to report each violation to THE AUTHORITY and understands and agrees that THE AUTHORITY will, in turn, report each violation as required to assure notification to the Federal grantor agency and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.

6. <u>CLEAN AIR REQUIREMENTS</u> - 42 USC 7401 et seq., 40 CFR 15.61 & 49 CFR Part 18 [Applicable to all Federal-aid contracts which exceed \$100,000]

**Clean Air** - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401 et seq. The Contractor agrees to report each violation to THE AUTHORITY and understands and agrees that THE AUTHORITY will, in turn, report each violation as required to assure notification to the Federal grantor agency and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.

# 7. ACCESS TO RECORDS AND REPORTS - 49 CFR 18.36 [Applicable to all Federal-aid contracts]

Access to Records - The following access to records requirements apply to this Contract:

- 1. Contractor agrees to provide THE AUTHORITY, the Federal grantor agency, the Comptroller General, or any of their duly authorized representatives access to the Contractor's books, documents, papers and records which are directly pertinent to this contract for the purpose of making audit, examination, excerpts and transcriptions.
- 2. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3. Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain the same until THE AUTHORITY, the Federal grantor agency, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

## **8. FEDERAL CHANGES - 49 CFR Part 18** [Applicable to all Federal-aid contracts]

**Federal Changes -** Contractor shall at all times comply with all applicable Federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement between THE AUTHORITY and the Federal grantor agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

# 9. NO GOVERNMENT OBLIGATION TO THIRD PARTIES [Applicable to all Federal-aid contracts]

- (1) THE AUTHORITY and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to THE AUTHORITY, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

# 10. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS - 31 USC 3801 et seq.; 49 CFR Part 31; 18 USC 1001 [Applicable to all Federal-aid contracts]

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 USC §1001 on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

11. <u>SEISMIC SAFETY REQUIREMENTS</u> - 42 USC 7701 <u>et seq.</u> & 49 CFR Part 41 [Applicable only to Federal-aid contracts for the construction of new buildings or additions to existing buildings]

**Seismic Safety** - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations, 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

12. <u>ENERGY CONSERVATION REQUIREMENTS</u> - 42 USC 6321 <u>et seq.</u> & 49 CFR Part 18 [Applicable to all Federal-aid contracts]

**Energy Conservation -** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

13. <u>CIVIL RIGHTS REQUIREMENTS</u> - 29 USC §623, 42 USC §2000, 42 USC §6102, 42 USC §12112, 42 USC §12132, 29 CFR Part 1630, & 41 CFR Parts 60 et seq. [Applicable to all Federal-aid contracts]

**Civil Rights -** The following requirements apply to the underlying contract:

- 1. <u>Nondiscrimination</u> In accordance with Title VI of the Civil Rights Act, as amended, 42 USC §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC §6102, and section 202 of the Americans with Disabilities Act of 1990, 42 USC §12132, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements the Federal grantor agency may issue.
- 2. <u>Equal Employment Opportunity</u> The following equal employment opportunity requirements apply to the underlying contract:
- Race, Color, Creed, National Origin, Sex In accordance with Title VII of the Civil Rights Act, as amended, and 42 USC §2000e, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC §2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements the Federal grantor agency may issue.
- (b) Age In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, and 29 USC § 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements the Federal grantor agency may issue.
- (c) <u>Disabilities</u> In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements the Federal grantor agency may issue.
- 3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance, modified only if necessary to identify the affected parties.
- **14. BREACHES AND DISPUTE RESOLUTION 49 CFR Part 18** [Applicable to all Federal-aid contracts in excess of \$100,000]

**Disputes -** Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in accordance with THE AUTHORITY's Procurement Rules.

**Performance During Dispute -** Unless otherwise directed by THE AUTHORITY, Contractor shall continue performance under this contract while matters in dispute are being resolved.

**Notification -** In addition to the notice requirements set out elsewhere in this contract, if the contractor becomes aware of any act or occurrence which may form the basis of a claim by the contractor for additional compensation or an extension of time for performance, or if any dispute arises regarding a question of fact or interpretation of the contract, the contractor shall immediately inform the Project Manager. If the matter cannot be resolved by agreement within 7 days, the contractor shall, within the next 14 days, submit an Intent to Claim in writing to the Project Manager. The claim, if not resolved, shall be presented to the Project Manager, in writing, within 60 days following receipt of the Intent to Claim. Receipt of the claim will be acknowledged in writing by the Project Manager. The Contractor agrees that unless these written notices are provided, the contractor will have no entitlement to additional time or compensation for such act, event or condition.

**Presenting Claim -** A claim shall be submitted in accordance with THE AUTHORITY Procurement Rule 1800.12 and shall specifically include the following:

- 1. The act, event or condition giving rise to the claim.
- 2. The contract provisions which apply to the claim and under which relief is provided.
- 3. The item or items of contract work affected and how they are affected.
- 4. The specific relief requested, including additional contract time if applicable, and the basis upon which it was calculated.

Claim Validity, Additional Information, & Project Manager's Actions - The claim, in order to be valid, must not only show that the contractor suffered damages or delay but that those conditions were actually a result of the act, event or condition complained of and that the contract provides entitlement to relief to the contractor for such act, event, or condition. The Project Manager reserves the right to make written request to the contractor at any time for additional information which the contractor may possess relative to the claim. The contractor agrees to provide the Project Manager such additional information within 30 days of receipt of such a request. Failure to furnish such additional information may be regarded as a waiver of the claim. The claim, if not resolved by agreement within 60 days of its receipt, will automatically be forwarded to the Manager of Purchasing & Materials for formal written decision.

**Decision on Claim -** The contractor will be furnished the Manager of Purchasing & Materials' decision within the next 90 days, unless additional information is requested by the AUTHORITY. The Manager of Purchasing & Materials' decision is final and conclusive unless fraudulent as to the Claim.

**Notice of Appeal -** Within 14 days of receipt of the Manager of Purchasing & Materials' decision, the contractor may deliver a Notice of Appeal to THE AUTHORITY in accordance with THE AUTHORITY Procurement Rule 1800.13 and request a hearing. The Notice of Appeal shall include specific exceptions to the Manager of Purchasing & Materials' decision, including specific provisions of the contract, which the contractor intends to rely upon in the appeal. General assertions that the Manager of Purchasing & Materials' decision is contrary to law or to fact are not sufficient.

**Decision on Appeal -** The decision of the AUTHORITY on appeal will be rendered within 90 days after the conclusion of a hearing conducted under the AUTHORITY Procurement Rule 1800.15 or the date of receipt of the Notice of Appeal, whichever is later. The time limits given above may be extended by mutual consent. The decision of the AUTHORITY on appeal shall be final and conclusive unless the Contractor appeals to the superior court in accordance with the AUTHORITY Procurement Rule 1800.18.

- **15. NONSEGREGATED FACILITIES** [Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more]
- 1. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the

EEO Provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

- 2. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, or national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- 3. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to the award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

# **16.** NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - 16 USC §470 et seq. [Applicable to all Federal-Aid contracts]

In the performance of this contract, neither Contractor nor its subcontractors shall take any action (which term includes but is not limited to the seeking of any required federal license or permit, and the extraction of material or natural resources from any source whatsoever) that may affect a district, site, building, structure or object that is included in or eligible for inclusion in the National Register of Historic Places without prior notice to THE AUTHORITY and compliance with the requirements of the National Historic Preservation Act of 1966, 16 USC § 470 et seq. Contractor is advised that both historic and cultural sites may be eligible for inclusion on the National Register.

17. <u>FLY AMERICA REQUIREMENT</u> - 49 USC §40118; 41 CFR § 301-3.61(b) & 301-10.131 <u>et seq.</u> [Applicable to all Federal-aid contracts which may involve the international air transportation of equipment, materials, commodities, products or personnel]

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

**18. RECYCLED PRODUCTS** - **42 USC §6962; 40 CFR PART 247** [Applicable to all Federal-aid contracts for items designated by the EPA, for the purchase of \$10,000 or more of one of these items during the fiscal year]

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. The contractor agrees to include this requirement in all subcontracts issued pursuant to this contract when the subcontract may involve the purchase of said items.

# 19. <u>INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS</u> - FTA Circular 4220.1F [Applicable to all FTA funded contracts]

The provisions herein include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any THE AUTHORITY requests which would cause THE AUTHORITY to be in violation of the FTA terms and conditions.

20. <u>FHWA BUY AMERICA REQUIREMENTS</u> - 23 CFR §635.410 [Applicable only to FHWA funded construction contracts in excess of \$100,000] Funding is not FHWA; does not apply to this procurement.					
21. <u>CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING</u> - 31 USC §1352, 49 CFR Parts 19, 20 [Applicable to all Federal-aid contracts and to all related subcontracts which exceed \$100,000]					
A bidder must submit to THE AUTHORITY the below certification with its bid response for any Federally funded contract that exceeds \$100,000. Bids that are not accompanied by a completed certification may be rejected as nonresponsive.					
1. The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:					
a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.					
b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.					
2. The undersigned also agrees that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.					
3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.					
The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC 3801, <i>et seq.</i> , apply to this certification and disclosure, if any.					
Signature of Contractor's Authorized Official:					
Name and Title of Contractor's Authorized Official:					

Date: \_

# **APPENDIX C. SPECIFICATIONS AND DRAWINGS**

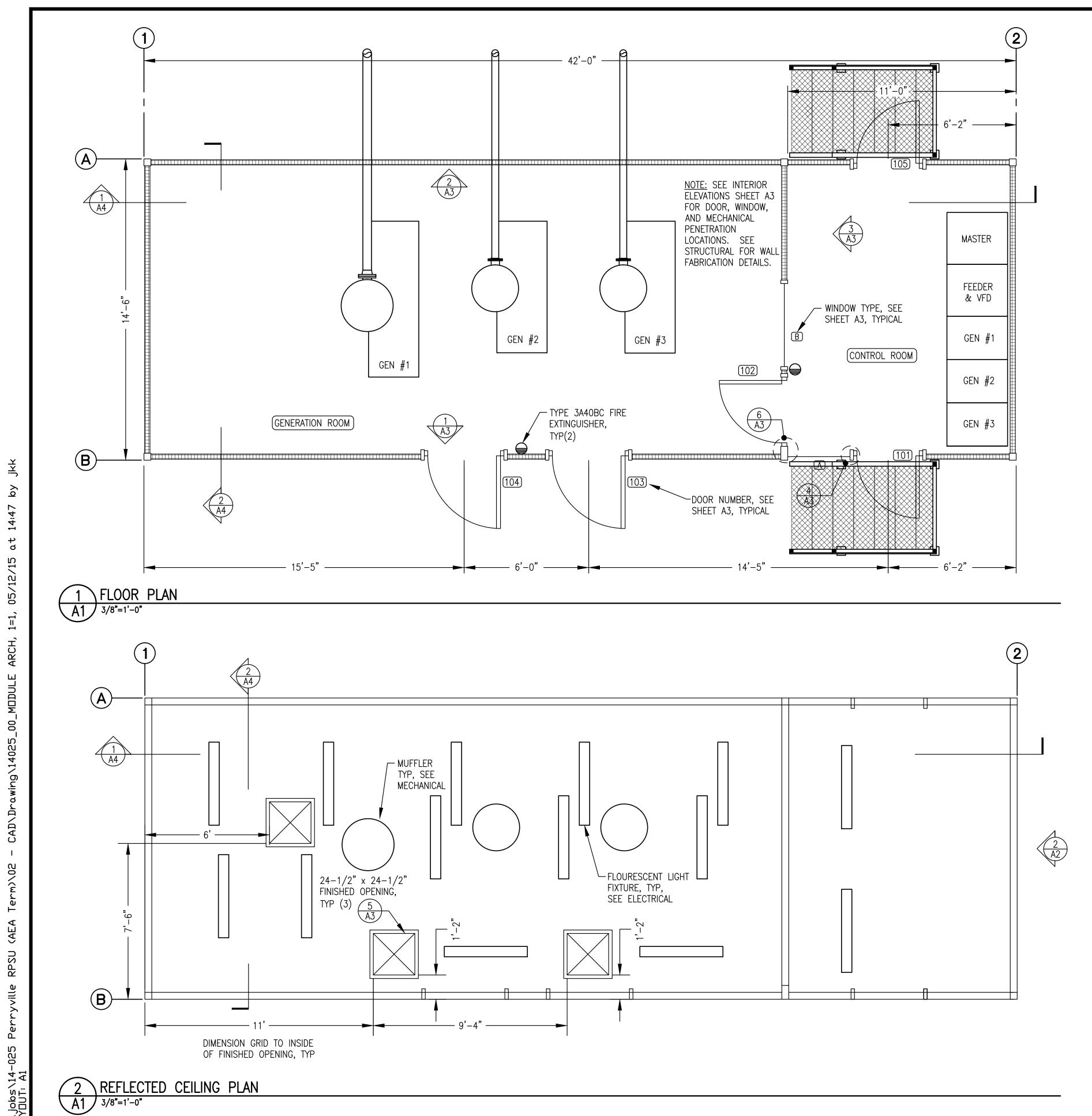
Perryville RPSU Project: Drawings A1 – A4

Drawings S1 – S5 Drawing MS1-MS2

Drawing MP

# **Bid Submittals**

- Appendix D Page 31
- Federal Certificates #2 Debarment, and #21 Lobbying
- Insurance certificate shall be required from the successful Bidder.



# CODE ANALYSIS - 2009 EDITION INTERNATIONAL BUILDING CODE OCCUPANCY CLASSIFICATION GROUP F-1: FACTORY INDUSTRIAL MODERATE HAZARD - ELECTRIC GENERATION PLANT REF: IBC-2009, SEC. 306.2 REF: IBC-2009, TABLE 601 TYPE OF CONSTRUCTION TYPE V-B (NON-RATED) REF: IBC-2009, SEC. 602.5 BUILDING HEIGHTS AND AREAS REF: IBC-2009, TABLE 503 PROVIDED: 17'-0" 1 STORY 570 S.F. ALLOWED 40'-0" 1 STORY 8,500 S.F. FIRE RESISTANCE RATING REQUIREMENTS FOR BUILDING ELEMENTS REF: IBC-2009, TABLE 601 STRUCTURAL FRAME O HR BEARING WALLS O HR INTERIOR PARTITIONS O HR FLOOR O HR ROOF O HR FIRE RESISTANCE RATING REQUIREMENTS FOR EXTERIOR WALLS REF: IBC-2009, TABLE 602 EXTERIOR WALLS $10' \le X \le 30'$ 0 HR REF: IBC-2009, SEC. 903.2.4 FIRE PROTECTION SYSTEM FIRE PROTECTION NOT REQUIRED. WATER MIST FIRE SUPPRESSION SYSTEM PROVIDED (SEE MECHANICAL). OCCUPANT LOAD REF: IBC-2009, TABLE 1004.1.1 MECHANICAL/STORAGE = 300 S.F./PERSON 570 S.F./300 S.F. PER OCCUPANT = 2 OCCUPANTS

# ARCHITECTURAL GENERAL NOTES:

PROVIDED 25'

1) SEE CIVIL/MECHANICAL SITE PLAN FOR LOCATION AND LAYOUT. PROVIDE SEPARATION TO PROPERTY BOUNDARIES IN ACCORDANCE WITH CODE ANALYSIS.

MEANS OF EGRESS - TRAVEL DISTANCE

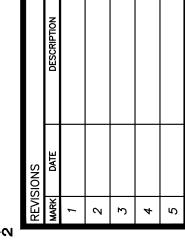
REQUIRED 200'

- DO NOT BLOCK OR OBSTRUCT ACCESS, REQUIRED PARKING AREAS, OR REQUIRED EGRESS FROM NEIGHBORING FACILITIES. PROVIDE TEMPORARY BARRICADES OR OTHER FORMS OF PROTECTION TO PROTECT EMPLOYEES, RESIDENTS, AND VISITORS FROM INJURIES DURING CONSTRUCTION ACTIVITIES
- 3) PROJECT MANAGER SHALL BE RESPONSIBLE FOR ALL BUILDING PERMITS, LETTERS OF NON-OBJECTION, UTILITY SERVICES AND APPLICATIONS AS REQUIRED. PROJECT MANAGER OR CONSTRUCTION MANAGER TO BE RESPONSIBLE FOR ALL REQUIRED SAFETY PRECAUTIONS, METHODS AND TECHNIQUES.
- 4) PROVIDE A COMPLETE AND OPERATIONAL FACILITY. ALL WORK TO BE IN ACCORDANCE WITH CURRENT APPROVED EDITIONS OF THE IBC, IMC, IFC, AND NEC INCLUDING STATE OF ALASKA AMENDMENTS.
- 5) SEE SHEET A4 FOR DESCRIPTION OF FIELD INSTALLED ROOF SYSTEM.
- 6) INSULATE ALL WALLS, FLOORS, AND CEILINGS WITH HIGH TEMPERATURE MINERAL FIBER ACOUSTICAL FIRE BATT INSULATION, MIN R VALUE 4 PER INCH, MIN 2000F MELTING TEMP. ROXUL AFB OR EQUAL. FILL ALL PANEL VOIDS OR PROVIDE THICKNESS AS INDICATED ON DRAWINGS. MECHANICALLY FASTEN FLOOR INSULATION TIGHT TO FLOOR.

7) UPON COMPLETION OF FABRICATION ROUND ALL CORNERS AND GRIND EDGES SMOOTH AND PAINT ALL INTERIOR AND EXTERIOR EXPOSED STEEL. PERFORM ALL PAINTING IN A WARM DRY ENVIRONMENT IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS INCLUDING DRYING TIME TO RE—COAT.

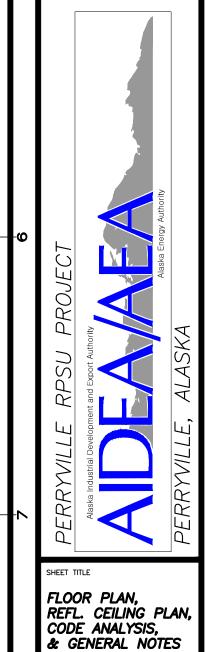
REF: IBC-2009, TABLE 1016.1

- 8) SANDBLAST EXTERIOR SURFACE TO SSPC-SP-10. PRIME WITH ONE COAT OF REINFORCED INORGANIC ZINC PRIMER, DEVOE CATHA-COAT 302, NO SUBSTITUTES, COLOR GREEN, TO 3 MILS DRY FILM THICKNESS. COVER WITH TWO COATS OF EPOXY, DEVOE BAR-RUST 236, NO SUBSTITUTES, TO 12 MILS DRY FILM THICKNESS. FIRST COAT COLOR GRAY, SECOND COAT COLOR WHITE.
- 9) FINISH EXTERIOR WALLS AND SKIDS (ALL EXPOSED VERTICAL EXTERIOR SURFACES) WITH ONE COAT OF ALIPHATIC URETHANE ENAMEL, DEVOE DEVTHANE 389, NO SUBSTITUTES, COLOR WHITE, TO 3 MILS DRY FILM THICKNESS.
- 10) SANDBLAST INTERIOR SURFACE TO SSPC-SP-6. PRIME AND FINISH WITH TWO COATS OF EPOXY, SHERWIN WILLIAMS MACROPOXY 646, NO SUBSTITUTES, TO 8 MILS TOTAL DRY FILM THICKNESS. CEILING COLOR WHITE. WALL AND FLOOR COLOR STRUCTURAL GRAY 4031. NOTE THAT FIRST COAT ON WALLS AND FLOOR MAY BE WHITE

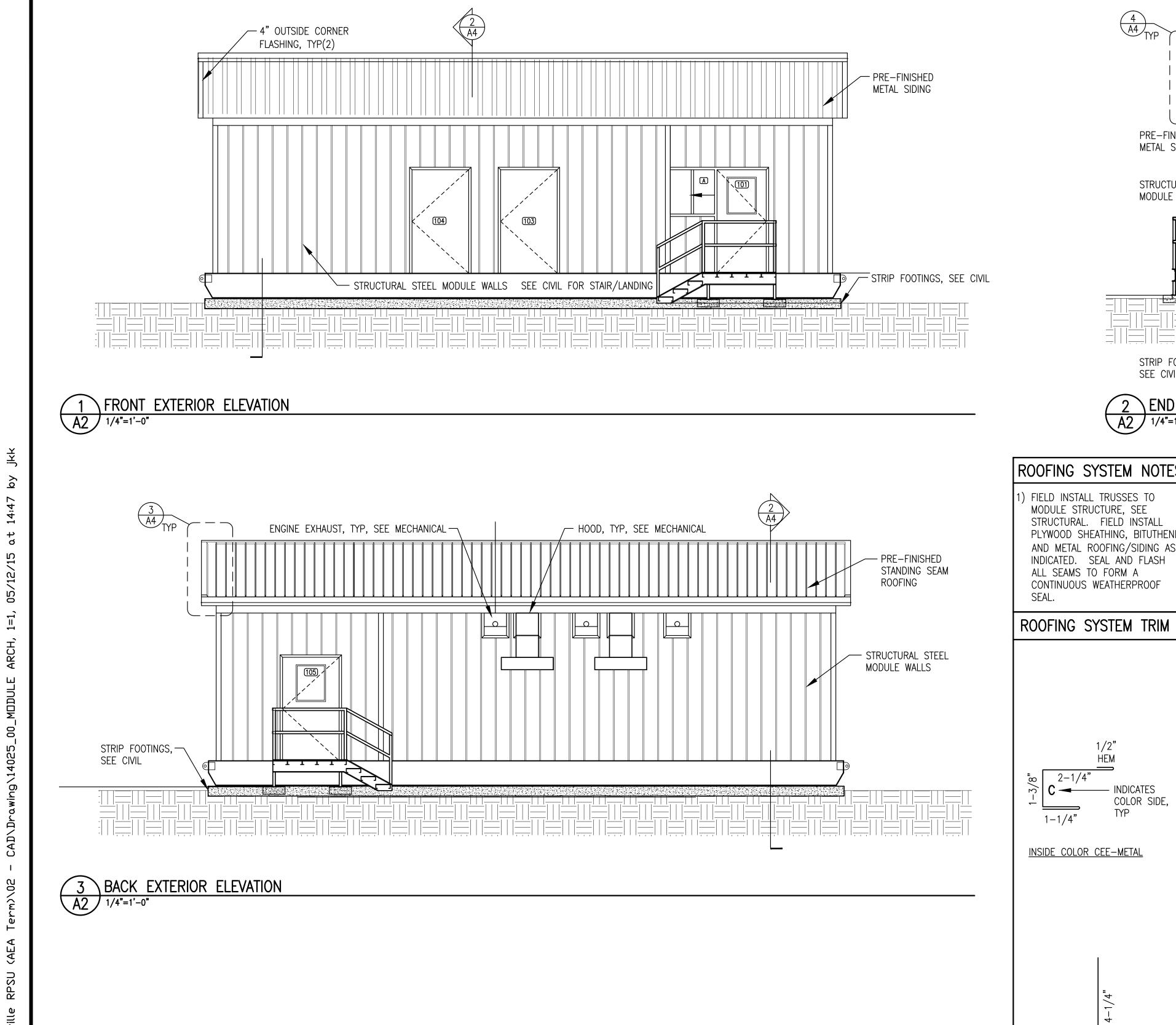


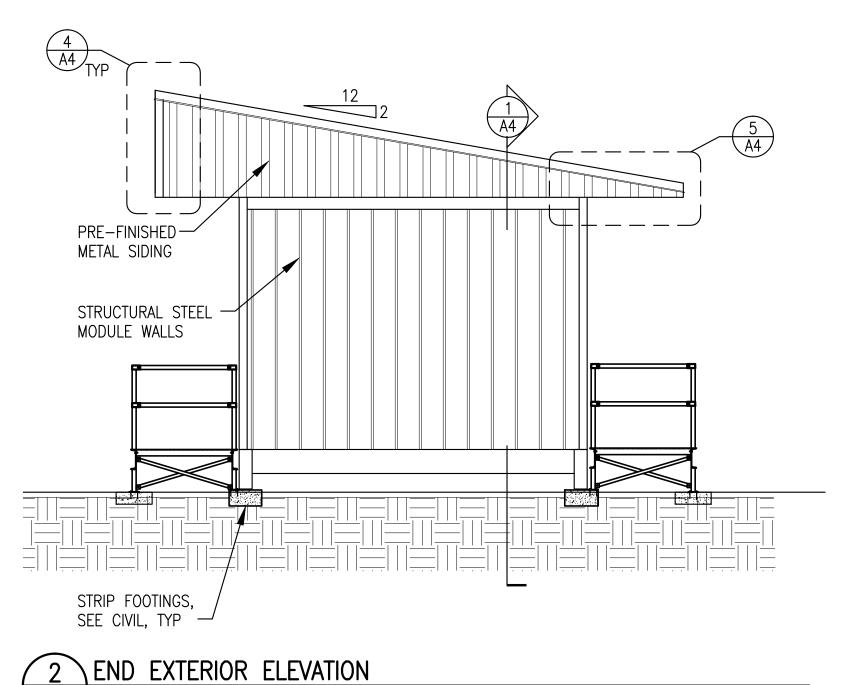


HATTENBURG DILLEY & LINNE Engineering Consultants
(907) 564-2120 - ANCHORAGE www.hdlalaska.cor
(907) 746-5230 - PALMER www.hdlalaska.cor



DATE: SCALE: 11/20/14 AS SHOWN

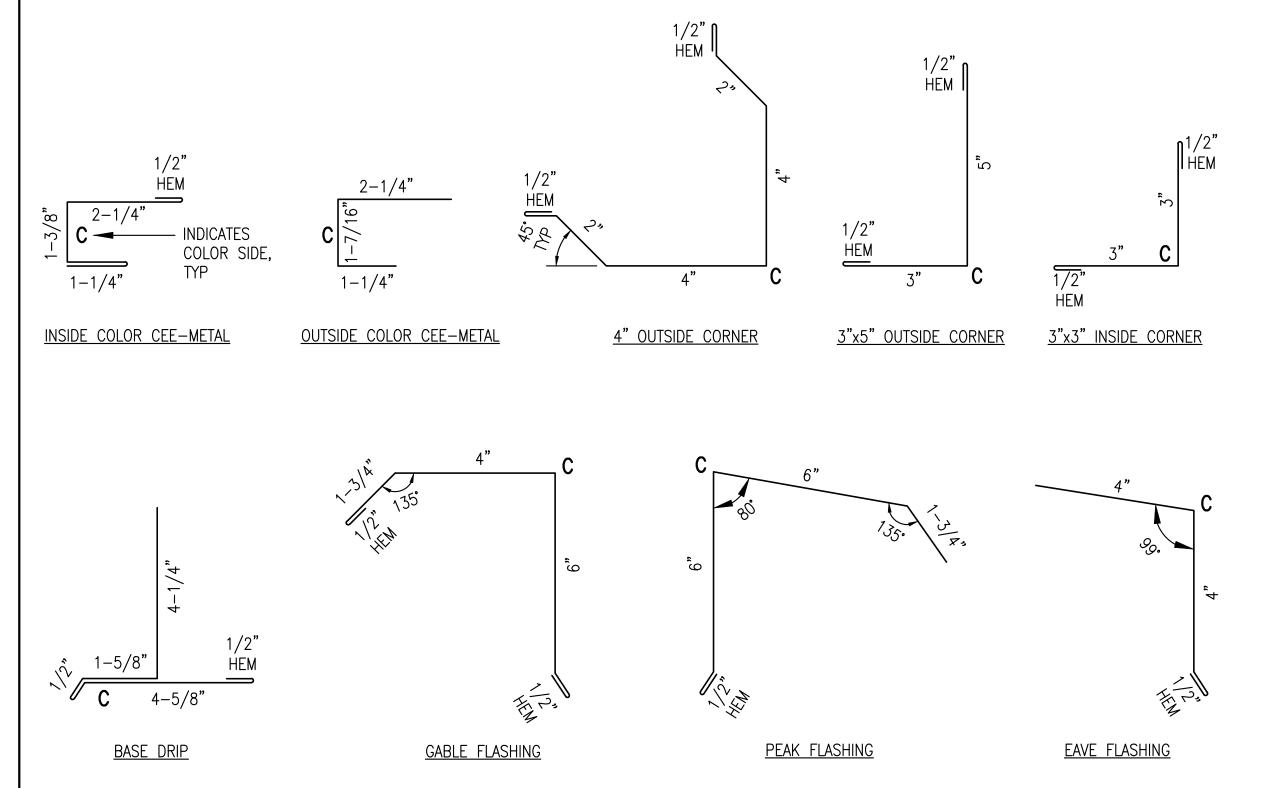


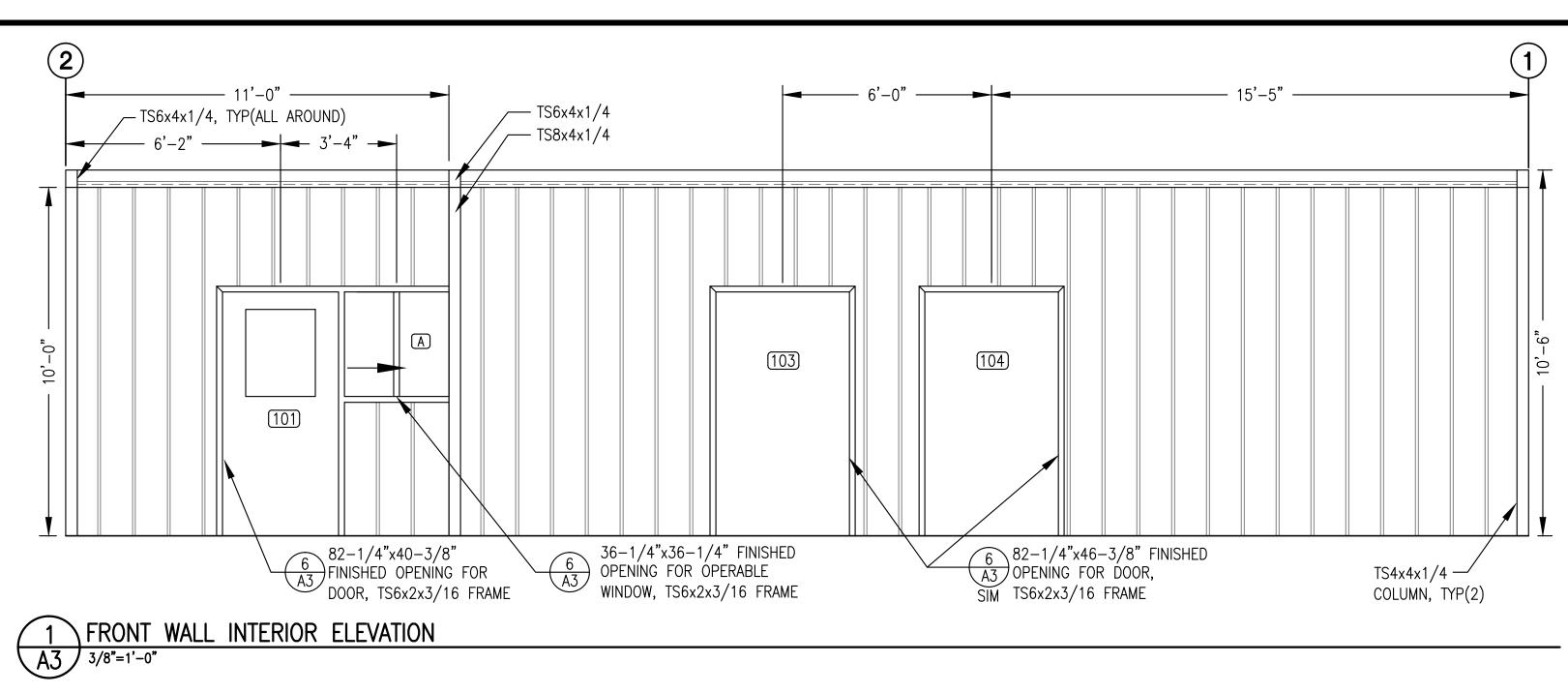


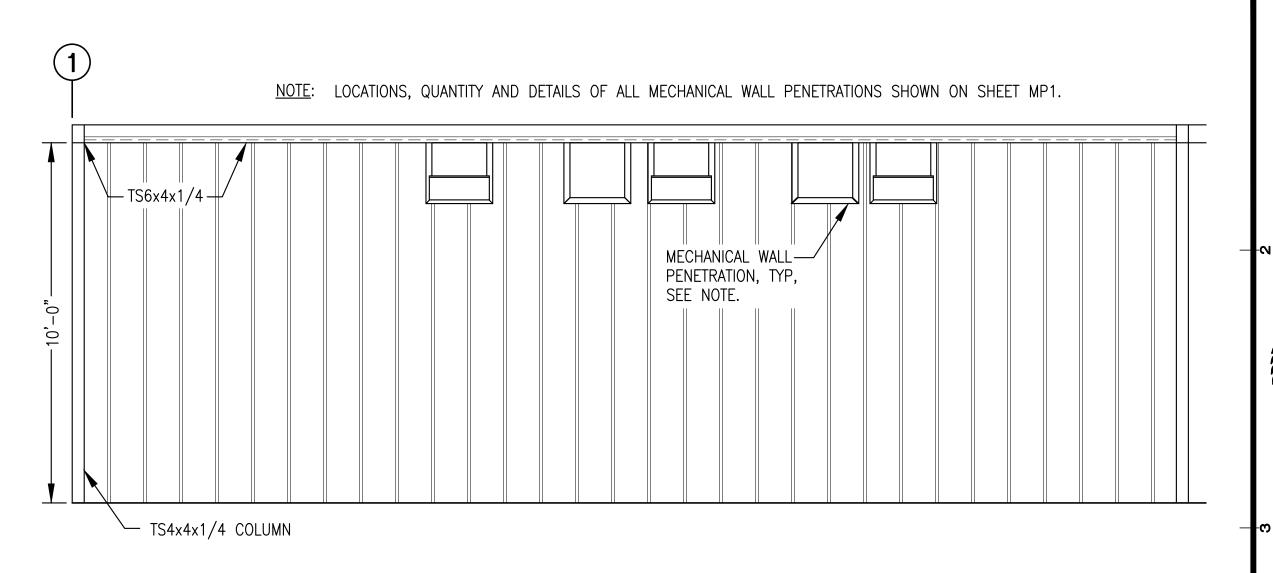


- PLYWOOD SHEATHING, BITUTHENE, AND METAL ROOFING/SIDING AS
- 2) ALL ROOFING, SIDING, TRIM, AND FLASHING SHALL BE MIN 24 GAUGE GALVANIZED STEEL WITH KYNAR FINISH, COLOR JADE GREEN. ALL FASTENERS SHALL BE CORROSION RESISTANT STAINLESS STEEL SCREWS AND ALUMINUM RIVETS.
- 3) ROOFING SHALL BE STANDING SEAM TYPE, 24 GAUGE, 16" NET COVERAGE, 1-5/8" HIGH RIBS AT 8" O.C. AEP SPAN KLIP-RIB OR EQUAL. FURNISH CLIPS AND FASTENERS AS REQUIRED TO MEET LOAD CONDITIONS INDICATED ON SHEET S1.
- 4) SIDING SHALL BE LOW PROFILE, 24 GAUGE, 36" NET COVERAGE, 1-1/4" HIGH MAJOR RIBS AND 1/4 HIGH MINOR RIBS AT 12" O.C. AEP SPAN SUPER-SPAN OR EQUAL. FURNISH FASTENERS AS REQUIRED TO MEET LOAD CONDITIONS INDICATED ON SHEET S1.

# ROOFING SYSTEM TRIM & FLASHING:





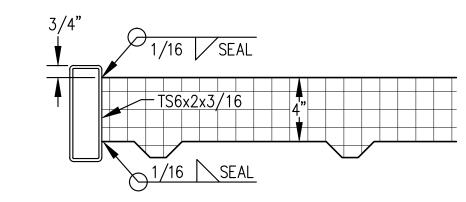


B · TS6x4x1/4 — TS8x4x1/ TS4x4x1/4-B 82-1/4"x40-3/8" FINISHED
OPENING FOR DOOR,
TS6v2v7 (42) 48-1/4"x36-1/4"
FINISHED OPENING FOR FIXED WINDOW, TS6x2x3/16 FRAME TS4x2x3/16 FRAME

3 CONTROL ROOM WALL INTERIOR ELEVATION

6 TYPICAL EXTERIOR DOOR AND WINDOW JAMB/HEAD

- INSULATED DOOR - BOTTOM SEAL - SET THRESHOLD IN A CONTINUOUS BED OF POLYURETHANE CAULKING STEEL FLOOR -4 TYPICAL DOOR THRESHOLD A3 NO SCALE



\FINISHED CEILING OPENING DETAIL

DOOR CONSTRUCTION					FRAME CO	NSTRUC	TION							
DOOR NO.	WIDTH	HEIGHT	THICK NESS	MATERIAL	CORE	REMARKS	HEAD/JAMB DETAIL	SILL DETAIL	WALL THICKNESS	MATERIAL	TYPE	PROFILE	FIRE RTG	HWR
101	3'-0"	6'-8"	1-3/4"	16 GA. H.M.	INSULATED	24"x24" RE-LIGHT {2}	4/A3	5/A3	N/A	16 GA. H.M.	WELDED	SINGLE RABBETED	NONE	HW-1
102	3'-0"	6'-8"	1-3/4"	16 GA. H.M.	INSULATED	24"x24" RE-LIGHT {2}	7/A3	5/A3	N/A	16 GA. H.M.	WELDED	SINGLE RABBETED	NONE	HW-2
103	3'-6"	6'-8"	1-3/4"	16 GA. H.M.	INSULATED		4/A3	5/A3	N/A	16 GA. H.M.	WELDED	SINGLE RABBETED	NONE	HW-3
104	3'-6"	6'-8"	1-3/4"	16 GA. H.M.	INSULATED		4/A3	5/A3	N/A	16 GA. H.M.	WELDED	SINGLE RABBETED	NONE	HW-3
105	3'-0"	6'-8"	1-3/4"	16 GA. H.M.	INSULATED	24"x24" RE-LIGHT {2}	4/A3	5/A3	N/A	16 GA. H.M.	WELDED	SINGLE RABBETED	NONE	HW-1

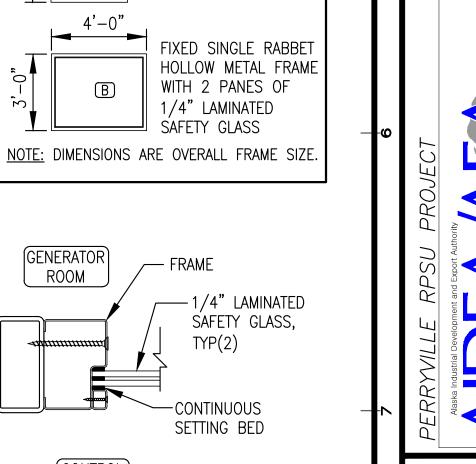
		, I			` '   '		•				
DOOR	HARDWARE:								DOOR	R FRAME PROFILE:	
HW-1 3 EA 1 EA 1 EA 1 EA 1 EA	HINGES EXIT DEVICE CORE DOOR CLOSER KICK PLATE WEATHER STRIP	HAGER PRECISION BEST LCN ROCKWOOD PEMKO	BB1191 4.5 x 4.51 2108 x 4908AX3 > BROWN CONSTRUCT 4041 x CUSH x 68 K1050 10 x 34 x 2891AS x 36 (HEA	630 1 EA FION CORE 1 EA B9 1 EA 630 2 EA	HINGES EXIT LOCK OVERHEAD STOF WEATHER STRIP WEATHER STRIP	PEMKO PEMKO	ND25D x F OH1004M 2891AS x 290AS x 8	42 (HEAD) 30 (SIDE JAMBS)		2" 2" 2" 2" 2" 2" 2" 2" 2" 2" 2" 2" 2" 2	
2 EA 1 EA	WEATHER STRIP THRESHOLD	PEMKO HAGER	290AS x 80 (SIDE 580S x 36	,	THRESHOLD	HAGER	580S x 42	2	WIND	OW TYPES:	

1 EA 1 EA 1 EA 1 EA 1 EA	HINGES EXIT DEVICE DOOR CLOSER KICK PLATE MOP PLATE SOUND SEAL	HAGER PRECISION LCN ROCKWOOD ROCKWOOD PEMKO	BB1191 4.5 x 4.5 x 630 2108 x 4908AX3 x 630 4041 x CUSH x 689 K1050 10 x 34 x 630 K1050 10 x 35 x 630 2891AS x 36 (HEAD)	NOTES:  {1} DOORS AND DOOR FRAMES GALVANIZED AND FACTORY PRIMED. HOLLOW METAL WINDOW FRAMES FACTORY PRIMED. SPRAY FINISH ALL DOORS AND FRAMES WITH TWO COATS OF SHERWIN WILLIAMS MACROPOXY 646, NO SUBSTITUTES, COLOR STRUCTURAL GRAY 4031.	
2 EA	SOUND SEAL	PEMKO	290AS x 80 (SIDE JAMBS)	{2} INSTALL 24"x24" INSULATED RE-LIGHT WITH TWO PANES OF	

2 PARTIAL GENERATOR ROOM BACK WALL INTERIOR ELEVATION

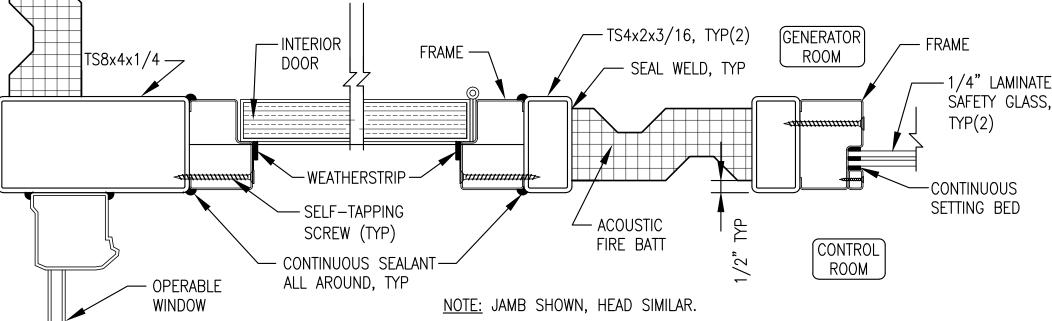
A3 3/8"=1'-0"

INSTALL 24 x24 INSULATED RE-LIGHT WITH TWO PANES OF LAMINATED SAFETY GLASS IN EACH DOOR PANEL.



OPERABLE SLIDER WITH WHITE VINYL FRAME &

1" INSULATED GLAZING



\INTERIOR DOOR AND WINDOW JAMB/HEAD

	1/2" STEEL BAR SEAL WELDED TO TS FRAME ALL AROUND, TYP  OPERABLE VINYL WINDOW  TS8x4x1/4
NOTE: JAMB SHOWN, HEAD SIMILAR	R. INTERIOR DOOR

FRAMED OPENING NOTES:

1) FABRICATE FRAMED OPENINGS FOR DOORS, WINDOWS, ETC, WITH MITERED CORNERS AND FULL PENETRATION GROOVE WELDS.

1 EA THRESHOLD

2) FABRICATE TO FINISHED INSIDE (CLEAR) DIMENSIONS INDICATED ON REFLECTED CEILING PLAN.

3) GRIND OUT INSIDE OF MITERED CORNERS TO PROVIDE FULL CLEAR OPENING.

580S x 36

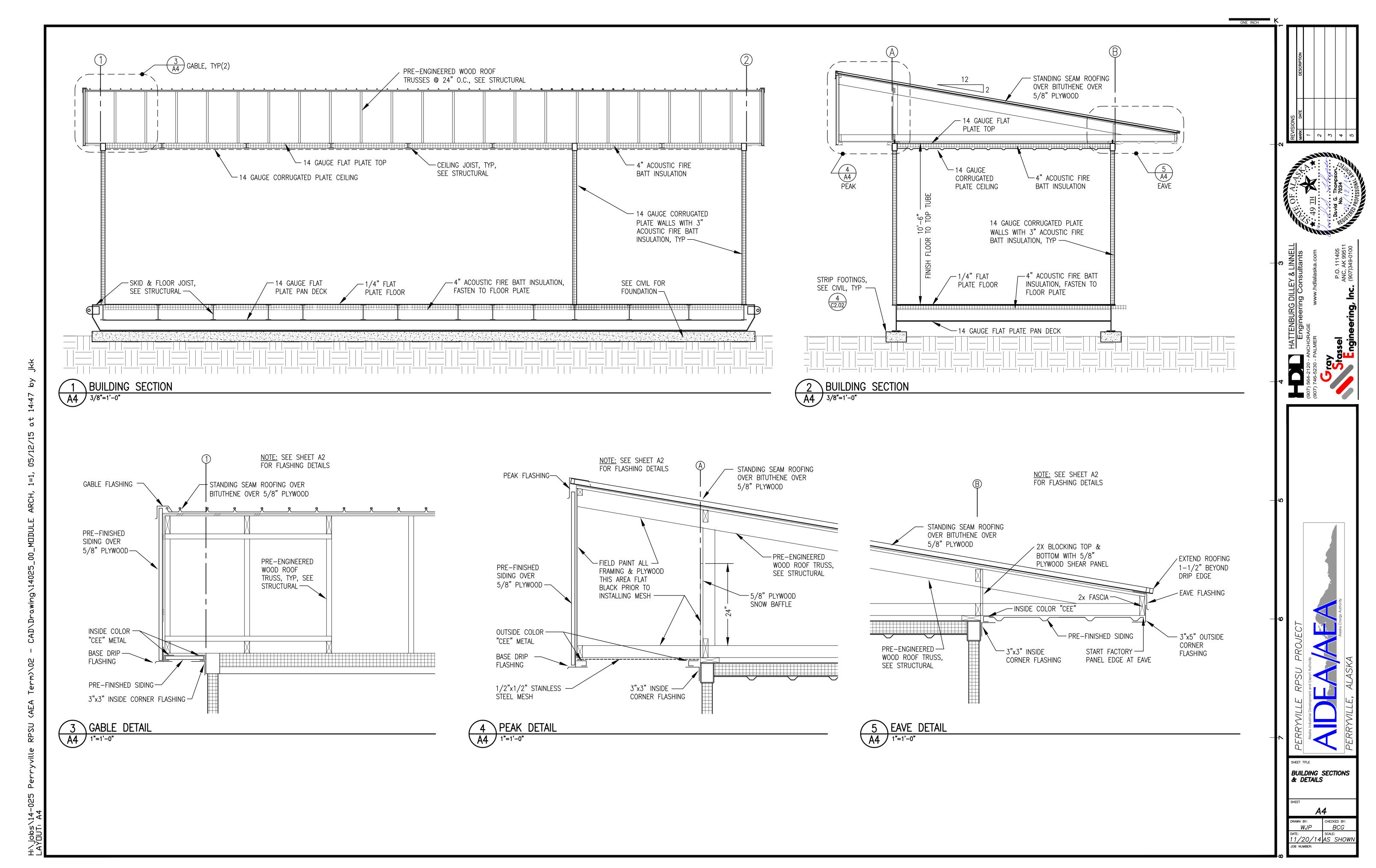
INTERIOR ELEVATIONS & DOOR/WINDOW DETAILS

*A3* 

DATE: SCALE:

11/20/14 AS SHOWN

JOB NUMBER:



# STRUCTURAL GENERAL NOTES — MODULE:

# 1.0 DESIGN LOADS:

A. BUILDING CODE:

2009 INTERNATIONAL BUILDING CODE (IBC 2009)

B. FLOOR LIVE LOADS: (IBC TABLE 1607.1) LIGHT STORAGE/MANUFACTURING MAXIMUM GENERATOR UNIT WEIGHT

125 PSF OR 2000 POUND POINT LOAD 4.000 POUNDS

SNOW LOADS: (ASCE 7-02) GROUND SNOW LOAD, Pg = COEFFICIENT OF EXPOSURE, Ce = SNOW IMPORTANCE FACTOR, Is = THERMAL COEFFICIENT, Ct = ROOF/FLAT SNOW LOAD, Pf =

50 PSF 1.0 , PARTIALLY EXPOSED 1.2 , CATEGORY IV 1.2 , COLD, VENTILATED ROOF 40.0, PSF

WIND LOADS: BASIC WIND SPEED = WIND IMPORTANCE FACTOR. IW =

130 MPH, 3 SECOND GUST 1.15 , CATEGORY IV EXPOSURE CLASSIFICATION = EXPOSURE D

E. SEISMIC LOADING: SEISMIC = SFISMIC IMPORTANCE FACTOR =

 $S_s = 1.5$   $S_1 = 0.6$ 1.50 , CATEGORY IV

SITE CLASS

SEISMIC RESPONSE COEFFICIENT, R =

BASIC SEISMIC FORCE RESISTANCE SYSTEM = BUILDING - BEARING WALL WITH STEEL SHEAR PANELS FOUNDATION — CONTINUOUS CONCRETE FOOTING WITH SOIL ANCHORS ATTACHED TO STEEL FRAME

# 2.0 FOUNDATIONS:

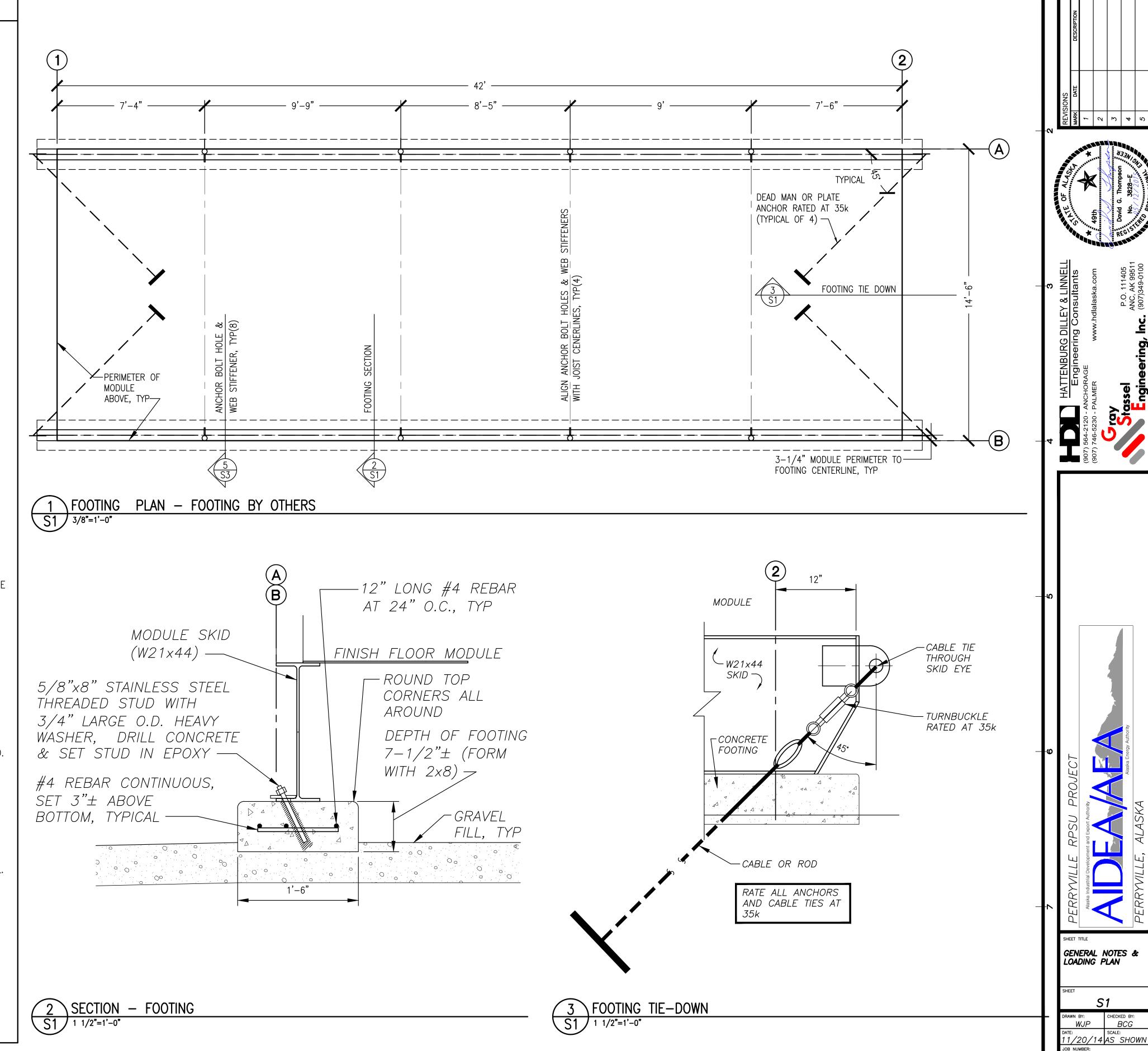
- A. SEE SITE/FOUNDATION PLANS BY OTHERS.
- THE MODULE DESIGN SHOWS STANDARD INSTALLATION ON STRIP FOOTING FOUNDATION. OTHER TYPES OF AT GRADE FOUNDATIONS MAY BE USED PROVIDED THEY ARE DESIGNED FOR ALL LOAD CONDITIONS INDICATED.

# 3.0 STRUCTURAL STEEL:

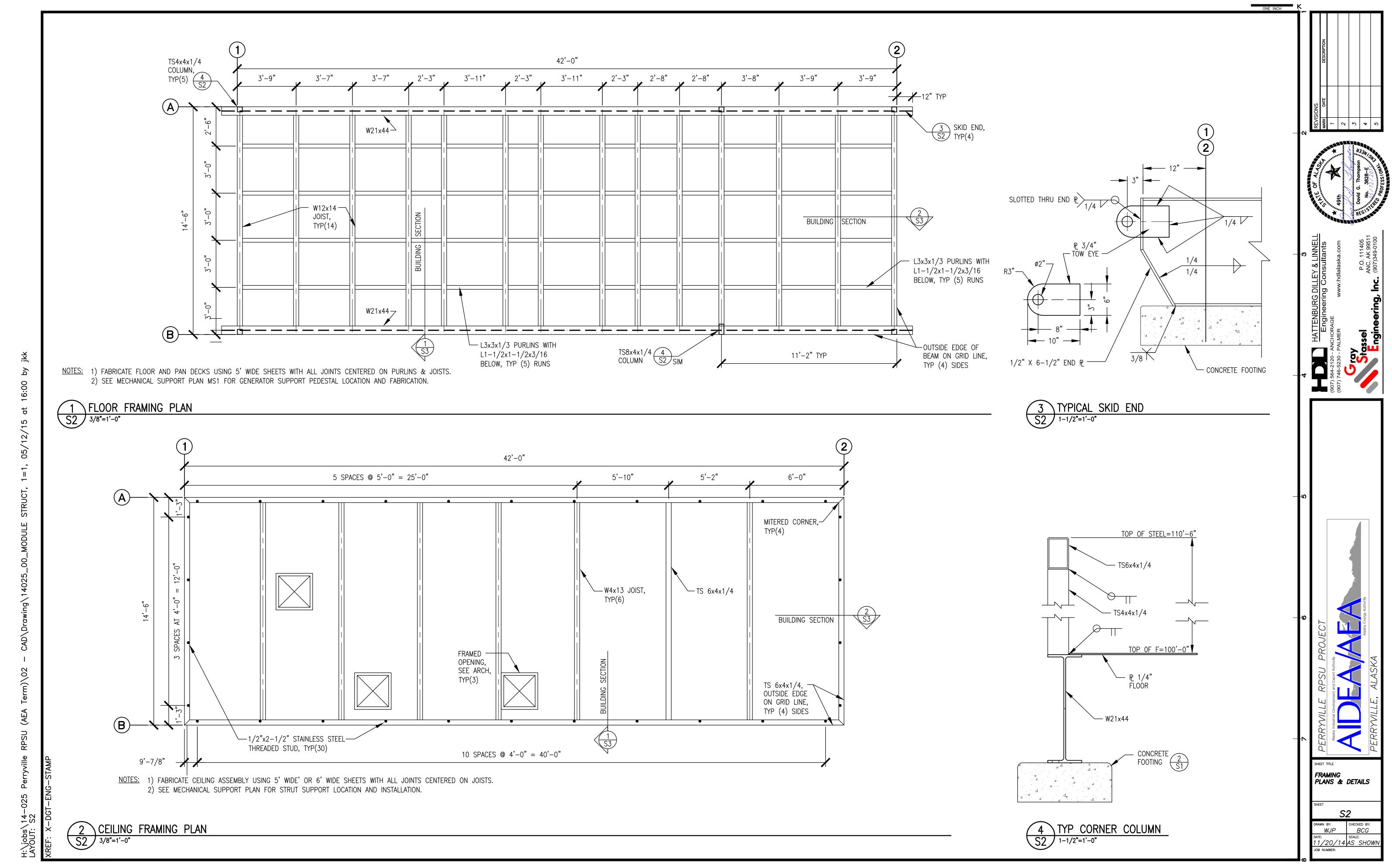
- THE DESIGN, FABRICATION, AND ERECTION OF ALL STRUCTURAL STEEL SHALL COMPLY WITH THE CODE OF STANDARD PRACTICE OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION.
- ALL STEEL PLATE, SHAPES, AND ROLLED SECTIONS SHALL BE ASTM A36. ALL STEEL TUBING SHALL BE ASTM A500. GRADE B.
- ALL METAL TO METAL CONNECTIONS SHALL BE EQUAL TO STANDARD CONNECTION, OR AS DETAILED USING A325 BOLTS (BEARING TYPE CONNECTIONS). TIGHTEN HIGH STRENGTH BOLTS WITH PROPERLY CALIBRATED WRENCHES, BY TURN-OF-THE-NUT METHOD, OR BY LOAD WASHERS. ALL CONNECTIONS UNLESS OTHERWISE DETAILED, SHALL HAVE THE MAXIMUM NUMBER OF 3/4" DIAMETER BOLTS USING STANDARD GAUGES AND CLEARANCES.
- ALL WELDING SHALL BE DONE IN ACCORDANCE WITH THE CURRENT CODE OF THE AMERICAN WELDING SOCIETY. USE AWS 5.1 E70XX ELECTRODES. MINIMUM FILLET WELD SHALL BE 3/16" EXCEPT FOR SEAL WELDS TO GAUGE METAL AS
- E. ALL EXPOSED STEEL SURFACES SHALL BE PREPARED AND PAINTED AS INDICATED IN THE ARCHITECTURAL DRAWINGS.

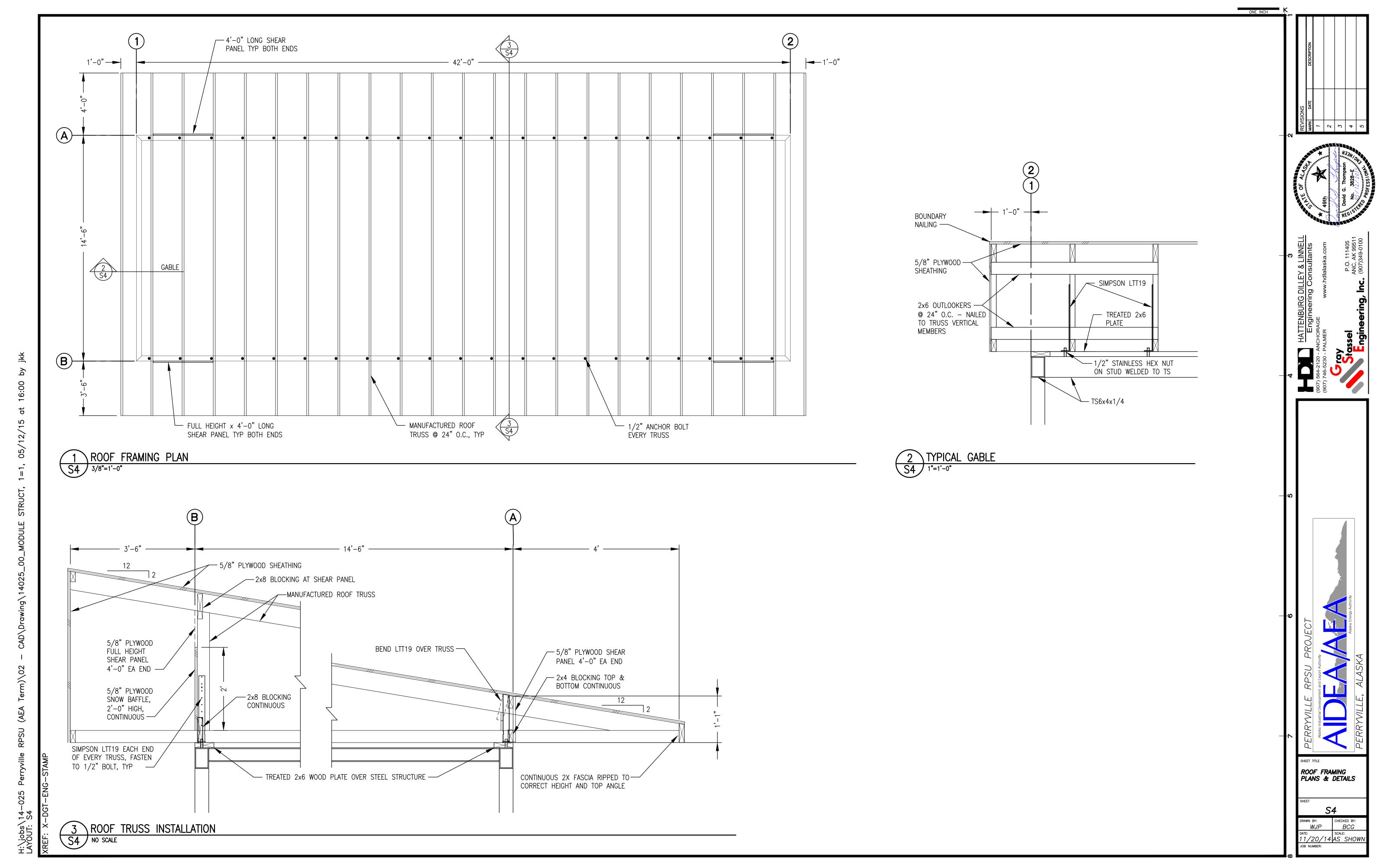
# 4.0 WOOD:

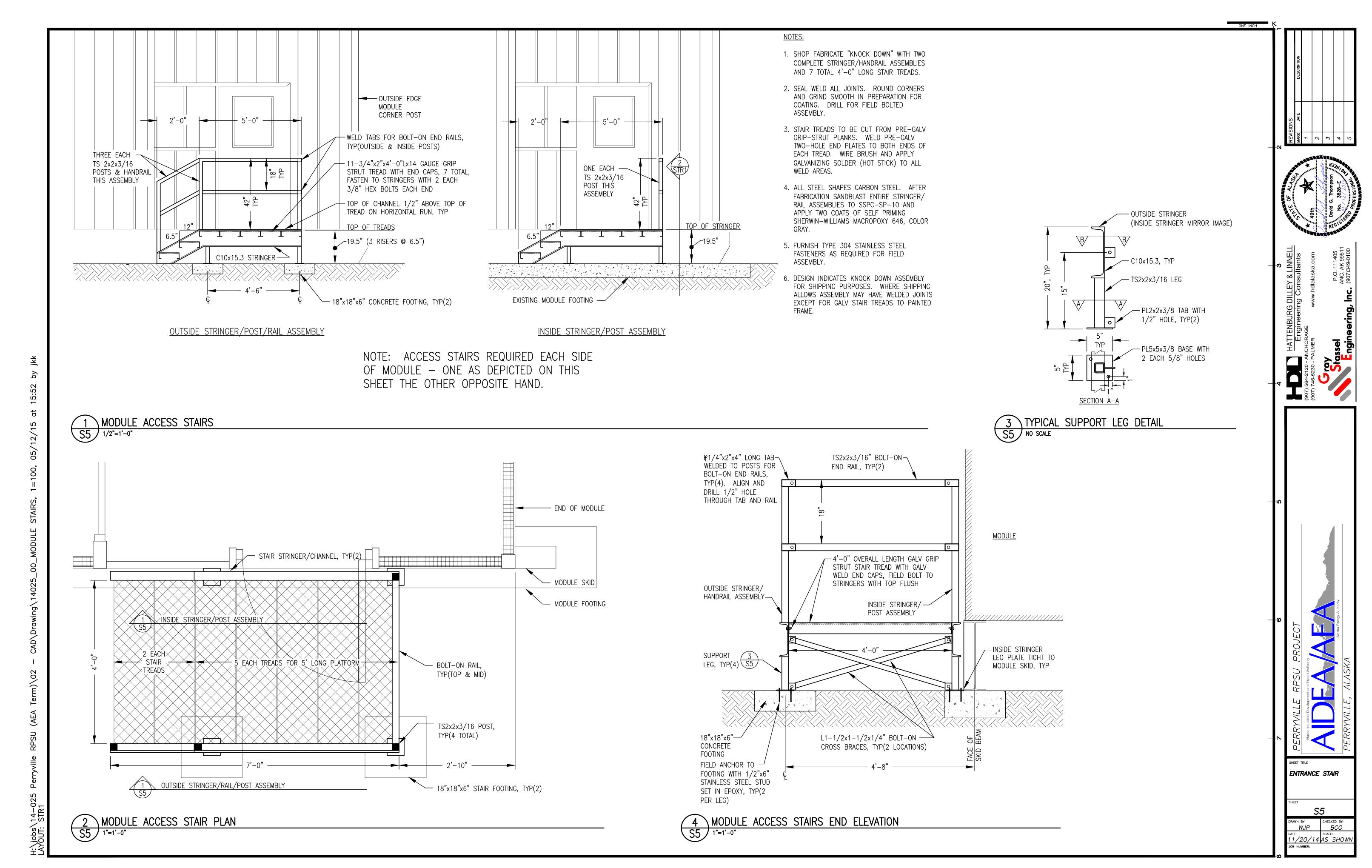
- PLYWOOD ROOF DECK AND WALL SHEATHING SHALL BE TREATED (AWW). 5/8" PLYWOOD SHALL HAVE A PANEL SPAN RATING OF 32/16 - MINIMUM NAILING FOR PANELS, UNLESS OTHERWISE NOTED, SHALL EQUAL 10d NAILS AT 4" CENTERS AROUND PLYWOOD PANEL EDGES AND 10d'S @ 12" CENTERS ALONG INTERMEDIATE FRAMING. BLOCK ALL DIAPHRAGM PANEL EDGES WITH 2X4 FLAT BLOCKING. OSB OR NON-TREATED PLYWOOD PANELS WILL NOT BE ACCEPTED.
- FRAMING MATERIAL: DOUGLAS FIR OR HEM FIR, NO. 2 OR BETTER MINIMUM FOR JOISTS, STUDS, PANEL JOINTS, WOOD PLATES, BLOCKING, AND HEADERS. MAXIMUM MOISTURE CONTENT SHALL BE 19%. ALL FRAMING MATERIAL SHALL BE TREATED FOR GROUND CONTACT TO 0.4 MINIMUM RETENTION.
- ALL METAL TO WOOD OR WOOD TO WOOD CONNECTIONS SHALL BE STANDARD OR AS DETAILED ON THE DRAWINGS. ALL FASTENERS IN CONTACT WITH WOOD MEMBERS AND PLYWOOD SHALL BE STAINLESS STEEL.
- ALL METAL FRAMING ANCHORS AND SPLICE PLATES SHALL BE FABRICATED FROM STAINLESS STEEL AND SHALL SUPPORT THE LOADS INDICATED ON THE DRAWINGS. ANCHORS INDICATED ON THE DRAWINGS ARE "SIMPSON COMPANY" OR EQUAL.
- MINIMUM NAILING SHALL EQUAL THAT INDICATED IN INTERNATIONAL BUILDING CODE TABLE 2304.9.1 UNLESS OTHERWISE INDICATED ON THE DRAWINGS OR ANCHOR MANUFACTURER'S INSTALLATION INSTRUCTIONS.
- ERECT WOOD FRAMING MEMBERS TRUE TO LINES AND LEVELS. DO NOT DEVIATE FROM TRUE ALIGNMENT MORE THAN 1/4 INCH.
- PREMANUFACTURED ROOF TRUSSES: ALL PREMANUFACTURED WOOD TRUSSES SHALL BE "GANG NAIL" OR EQUAL AND SHALL BE FABRICATED FROM TREATED LUMBER WITH STAINLESS STEEL PLATES AND FASTENERS AS INDICATED ABOVE. TRUSSES SHALL DESIGNED FOR THE GRAVITY LOADS, WIND & SEISMIC LATERAL & UPLIFT LOADS, AND SUPPORT CONDITIONS AS INDICATED ON THE DRAWINGS. NO DURATION OF LOAD INCREASE IN STRESSES WILL BE ALLOWED FOR SNOW LOADING. UNBALANCED SNOW AND DRIFT LOADING IS REQUIRED. SUBMIT TRUSS DESIGNS STAMPED BY AN ENGINEER LICENSED TO PRACTICE IN THE STATE OF ALASKA. TRUSS DRAWINGS SHALL INDICATE ALL MATERIALS OF CONSTRUCTION.

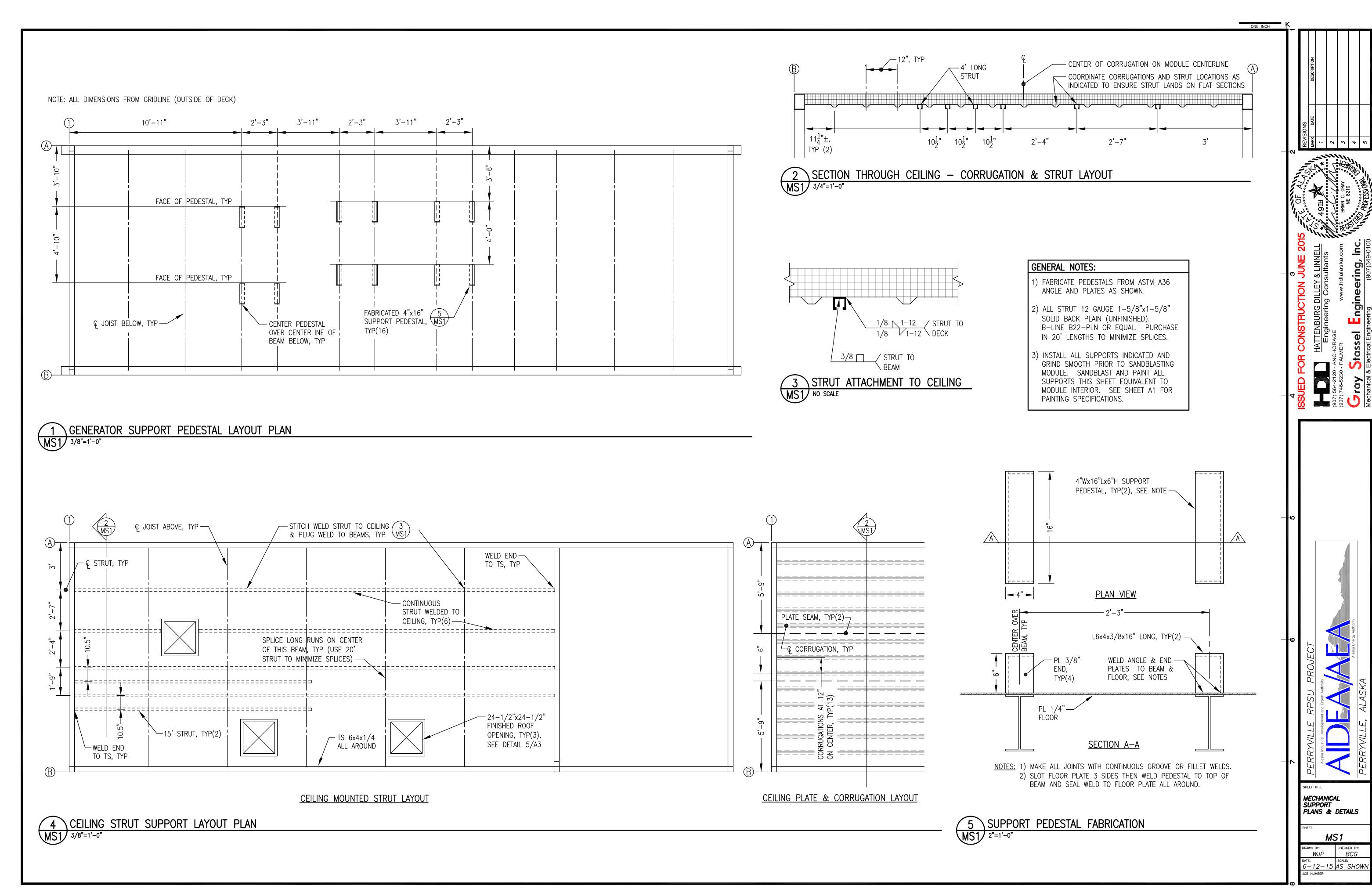


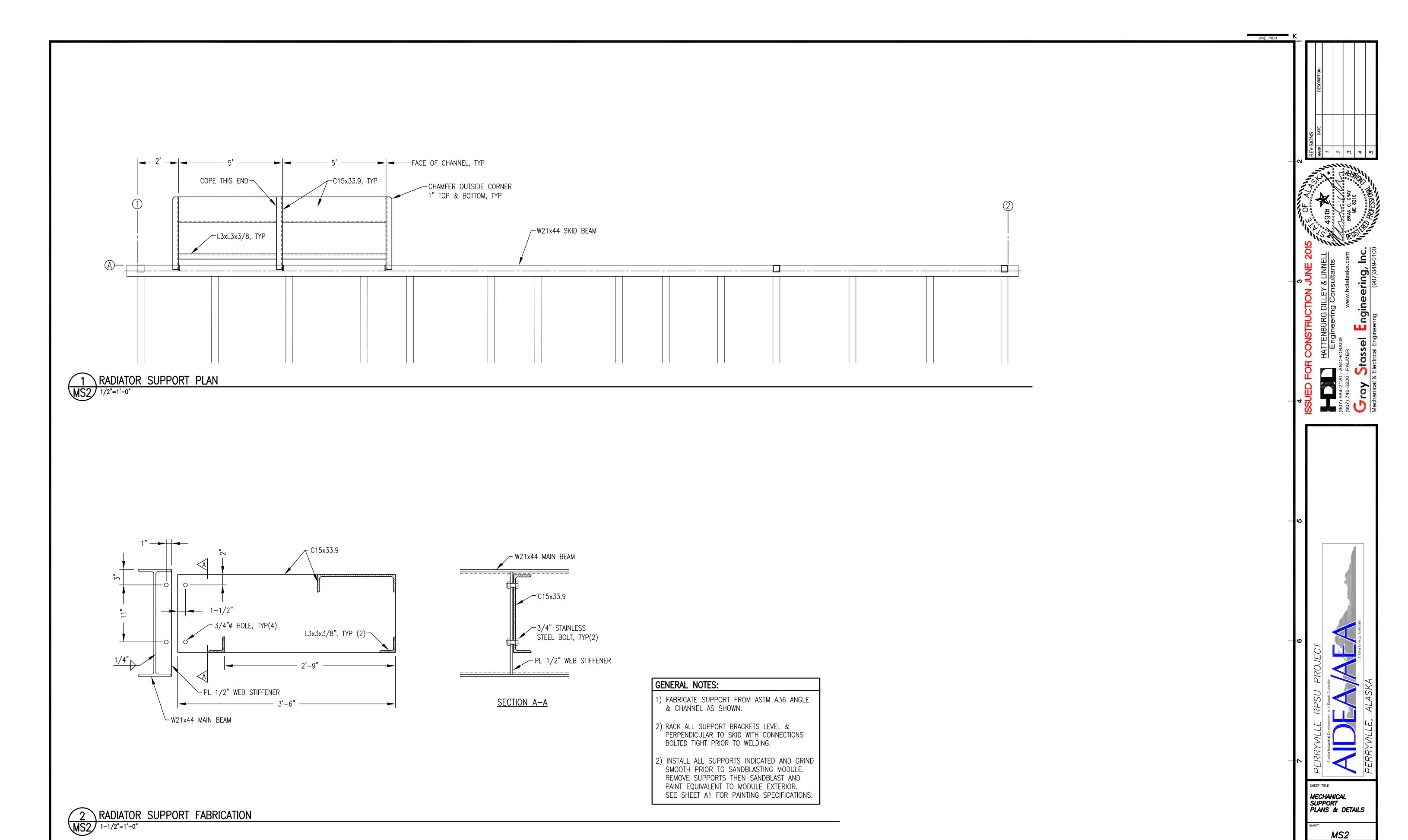
CHECKED BY:



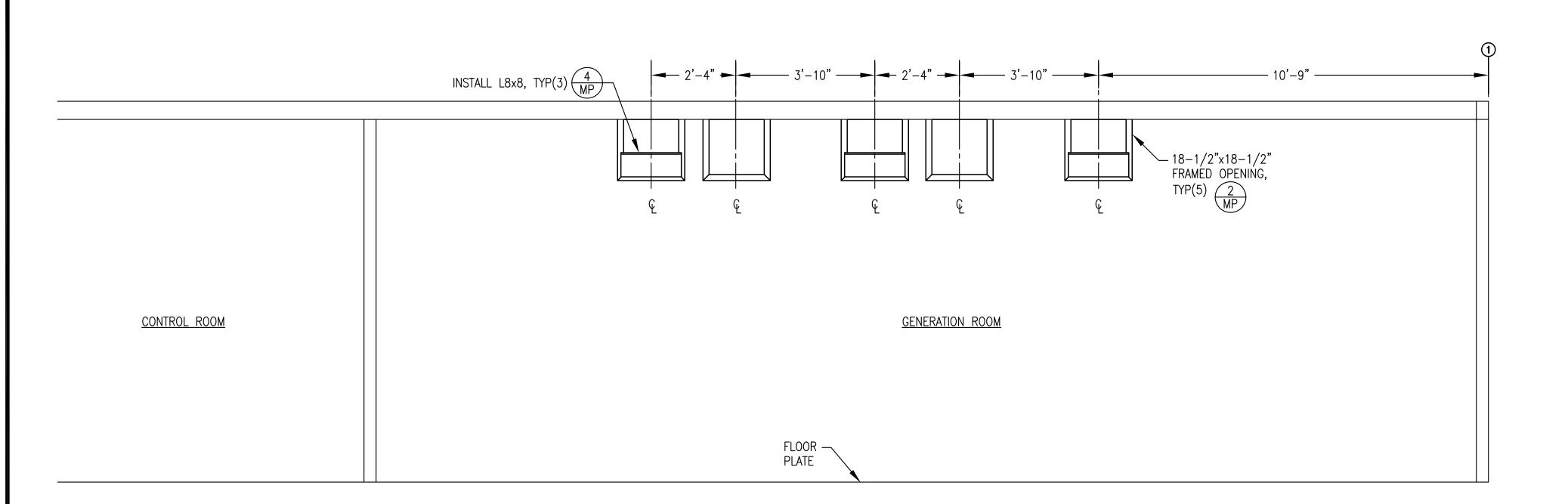


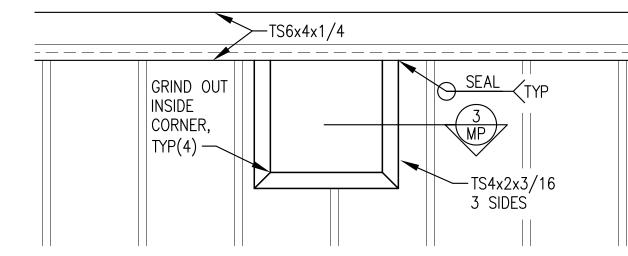






DATE: SCALE: 6-12-15 AS SHOWN
JOB NUMBER:



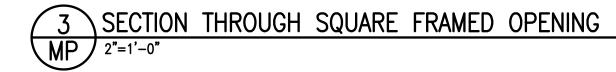


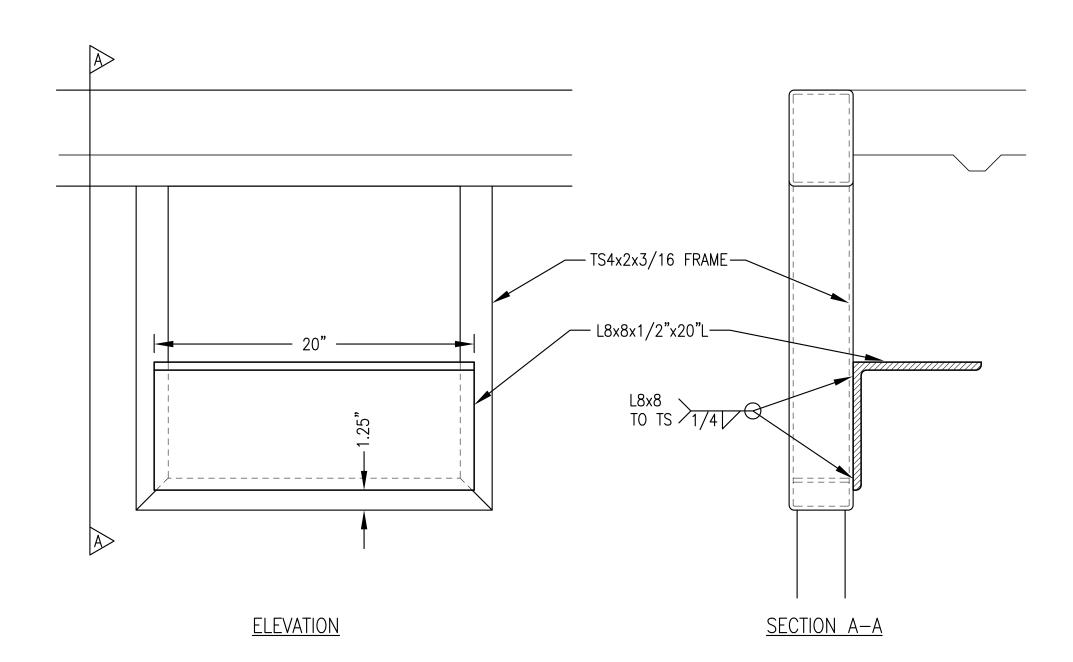
TYPICAL SQUARE FRAMED OPENING — ELEVATION

1"=1'-0"

# NOTES:

- FABRICATE FRAMED OPENING WITH MITERED CORNERS AND FULL PENETRATION GROOVE WELDS.
- FABRICATE TO FINISHED INSIDE (CLEAR) DIMENSIONS INDICATED ON ELEVATIONS.





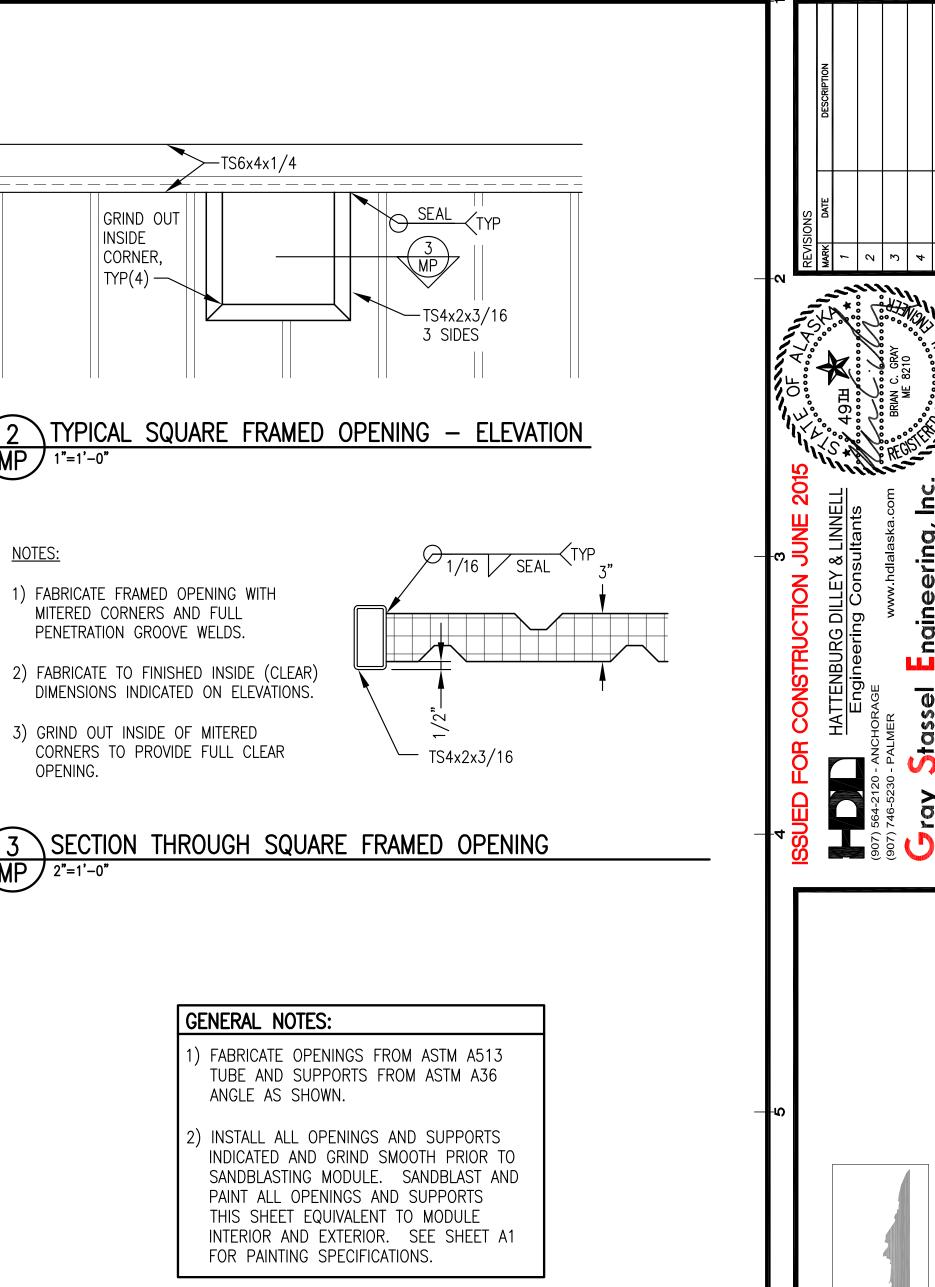
4 EXHAUST SUPPORT AT FRAMED OPENING MP 2"=1'-0"

WALL PENETRATIONS AT GRID A - EXTERIOR ELEVATION

1/2"=1'-0"

MECHANICAL PENETRATION DETAILS

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#### APPENDIX D. BID SCHEDULE

- Scope Furnish one fabricated steel module structure and two knock down access stair assemblies.
- 2. **Submittals -** Submittals shall be provided to the Authority for review and approval prior to beginning fabrication. Submittals shall include complete shop drawings indicating all details of fabrication and assembly plus manufacturer's literature for paint.
- 3. Progress Reports Upon commencement of assembly work, progress reports shall be provided to the Authority every two working days. Reports shall include a brief verbal description and digital photographs of work completed. Adequate photographs shall be provided to document each step in the fabrication procedure. Each report shall be submitted via e-mail within one working day of completion of the work included.
- 4. Inspection The work may be inspected by the Authority's representative at the Bidder's fabrication facility during the fabrication process. A final inspection will be performed and approval will be issued prior to items being released for shipment. The Contractor shall provide a minimum of two weeks' notice prior to completion to allow the Authority adequate time to schedule the final inspection.
- 5. Fabrication Work The finished module shall include all structural steel fabrications, steel plate interior and exterior surfaces, partition walls, insulation, panel penetrations, tow eyes, threaded studs, mechanical supports, stiffeners and attachments for excluded items (see below) that are permanently affixed to module, and other details as indicated on the above referenced drawings. All interior and exterior surfaces shall be prepped and painted as indicated.
- 6. Exclusions The following items are not part of the work associated with this bid: site work; foundation; doors and windows; roof trusses and roofing system; fascia, soffit, and trim; power generation equipment; radiators and coolers; electrical systems; and mechanical systems.

#### Notes:

- Details on sheet A3 indicate doors and windows that are not part of the work included. This scope of work only includes the structural steel rough openings.
- Details on sheets S1 and S5 indicate field installed foundations that are not part of the work included.
- Details on sheets A4 and S4 indicate field installed roof trusses and roofing system that are not part of the work included, other than those stiffeners and/or attachment points that are permanently affixed to the module.
- 7. **Preparation for Shipping** After final inspection and acceptance the module will be prepared for delivery to AEA Warehouse. Preparation means the ceiling penetrations will be covered with non-permanent 18-gauge sheet metal caps set on top of the frames and sealed watertight.
- 8. **Delivery** The module shall be delivered to AEA's Warehouse. The bidder shall provide the Authority with a minimum of 48-hour notice prior to delivery. The Authority will provide labor and equipment for unloading the module from the delivery truck at the Destination at no cost to the bidder.
- 9. F.O.B. Point is Alaska Energy Authority shop at 2601 Commercial Drive, Anchorage, AK 99501, (907) 771-3092.

- 10. **Pricing -** The bid schedule requires a lump sum bid price. The price includes all costs and profit associated with furnishing the equipment as specified to the F.O.B. point by the delivery date.
- 11. **Required Delivery Date** 12-weeks from date of order delivered to the F.O.B. point. If Bidder cannot meet the firm delivery date, Bidder shall seek guidance from the Authority prior to the bid opening date.
- 12. **Method of Award** An award will be made in accordance with the bid schedule to the responsive and responsible bidder based on the lowest total price.
- 13. **Progress Payments** There will be no progress payments. Payments are NET30 on receipt of an invoice and acceptance of the materials at the F.O.B. point.

#### 14. Bid Schedule

Line	Description	Lump Sum Price		
14.1	Perryville Module	1-each	\$	

15. Acknowledge all addenda

	9				
Addendum No	Date Issued	Addendum No	Date Issued	Addendum No	Date Issued

#### 16. Bidder Certification

BIDDER'S NOTICE: By signature on this form, the Bidder certifies that:

- a. The price(s) submitted are independent and without collusion.
- b. The Bidder will comply with the laws of the State of Alaska;
- c. The Bidder will comply with applicable portions of the Federal Civil Rights Act of 1964;
- d. The Bidder will comply with the Equal Employment Opportunity Act and the regulations issued there under by the State and Federal Government; and
- e. The Bidder has reviewed all terms and conditions in this Invitation to Bid.

If any Bidder fails to comply with any of these requirements, the Authority may reject its bid, terminate the contract, or consider the Vendor in default.

Company Submitting Bid	Telephone Number
Address	Fax Number
Authorized Signature	E-mail Address
Print Name	Alaska Business License number
	DATE:

End of Bid Schedule.