

PORT OF ALASKA

**DESIGN/BUILD SERVICES FOR
WARM STORAGE BUILDING**

ATTACHMENT B

CONSTRUCTION SERVICES MANUAL



**Municipality of Anchorage
PORT OF ALASKA
2000 Anchorage Port Road
Anchorage, Alaska 99501**

**MUNICIPALITY OF ANCHORAGE
PORT OF ALASKA**

**DESIGN/BUILD SERVICES FOR
WARM STORAGE BUILDING (22-03)**

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(Under Separate Cover)
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(Under Separate Cover)

**MUNICIPALITY OF ANCHORAGE
PORT OF ALASKA**

**DESIGN/BUILD SERVICES FOR
WARM STORAGE BUILDING
(Project 22-03)**

SECTION I

**MUNICIPALITY OF ANCHORAGE STANDARD SPECIFICATIONS
FOR BUILDINGS**

**MUNICIPALITY OF ANCHORAGE
PORT OF ALASKA**

**DESIGN/BUILD SERVICES FOR
WARM STORAGE BUILDING
(Project 22-03)**

Section II

SUPPLEMENTARY CONDITIONS

**MUNICIPALITY OF ANCHORAGE
PORT OF ALASKA MODERNIZATION PROGRAM**

DESIGN/BUILD SERVICES FOR WARM STORAGE BUILDING

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**MUNICIPALITY OF ANCHORAGE
PORT OF ALASKA**

DESIGN/BUILD SERVICES FOR WARM STORAGE BUILDING

**SUPPLEMENTARY CONDITONS
TO MASS B GENERAL CONDITIONS SECTION 00 72 13**

Add the following Section:

SECTION 00 72 13.00 ALL APPLICABLE MASS(B) ARTICLES

Delete all references to and requirements for compliance with Anchorage Municipal Code Chapter 7.60 the Disadvantaged/Women Owned Business (DBE/WBE) program and specifications.

SECTION 00 72 13.01 DEFINITIONS

Add the following:

CPM	-	Critical Path Method
D/B	-	Design/Build
DOR	-	Designer of Record
MASS	-	Municipality of Anchorage Standard Specifications
MASSB	-	Municipality of Anchorage Standard Specifications-Buildings
MLLW	-	Mean Lower Low Water
MOA	-	Municipality of Anchorage
PAMP	-	Port of Alaska Modernization Program
POA	-	Port of Alaska
POL	-	Petroleum, Oil, Lubricants
RFP	-	Request for Proposal
SOV		Schedule of Values
WSB	-	Warm Storage Building

Anchorage - The Municipality of Anchorage.

Replace and/or add the following definitions:

Architect/Engineer – The Owner’s Representative.

Contract – The agreement entitled "Contract" executed by the Contractor and then by the Owner on behalf of the Municipality. The Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

Contract Documents – The Contract, Contract Amendments, and those documents described and referenced as Attachments to the Contract. The Contract Documents can only be amended by written Change Order. Instructions, clarifications, and directives issued by the Owner’s Representative under Article 5.1 of MASSB are not Contract Documents.

Contractor - The individual, firm, corporation, partnership, or joint venture executing the Design/Build Contract and performing the Work under the terms of the Contract Documents or, where applicable, the designated Subcontractors or the employees of the individual, firm, corporation, or partnership, or joint venture.

Drawings – Graphic and Textural information organized for the purpose of conveying data regarding design intent and construction requirements and listed and referred to in the Contract.

Designer of Record (DOR) – The Contractor's Professional Engineer (PE) licensed in the State of Alaska.

Engineer – The Owner’s Representative.

Equipment – All vehicles, vessels, machinery and tools to perform all phases of construction including maintenance and repair of such vehicles, machinery and tools.

Labor – Qualified, certified, and skilled individual(s) with full dexterity to accomplish assigned tasks.

SECTION 00 72 13.03 AWARD AND EXECUTION OF CONTRACT

Article 3.2 Receipt and Opening of Bids

Delete paragraphs 2 and 4.

Article 3.4 Action on Bids

Replace the last paragraph with the following:

The Purchasing Officer will give a written, signed Notice of Award or rejection within sixty (60) days of Bid opening. The notice will be in writing and signed by the Purchasing Officer. A Notice of Award, and no other act of the Municipality or its representatives, constitutes an acceptance of a Bid. The acceptance of a Bid shall bind the successful Bidder to execute the Contract.

Article 3.6 Execution of Contract

Replace the third paragraph with the following:

The Owner will execute the Contract within fifteen (15) working days after execution by the Contractor as set forth above. The date the Contract is executed by the Owner is the

Contract Date. The rights and obligations provided for in the Contract shall become effective and binding upon the parties as of the Contract Date.

Article 3.7 Contractor's Warranty

The Contractor shall extend to the Municipality such other bond, warranty of manufacturer or any other Guarantee given on any material, goods, equipment or workmanship included in the Work.

The Contractor shall provide a minimum 5-year warranty to include weathertightness, fabric cover and structural frame of any pre-engineered structure.

SECTION 00 72 13.04 SCOPE OF WORK

Add the following new Article:

Article 4.0 Location and Summary of Work

This Project is located within the Port of Alaska property boundary described as Port of Anchorage Subdivision, Addition No. 2, Tract J. This project will construct a new heated facility to store winter sand and heavy equipment. The exact Scope of this Project is as described within the Contract Documents.

These Construction General Conditions reflect the construction of the design developed by the Contractor during the Pre-Construction Phase Services.

Article 4.2 Interpretation of Contract, Specifications, and Drawings

Add the following to the first paragraph:

The Contractor shall build the project as stipulated within the construction Drawings and Specifications. Owner's approval of the design Drawings and Specifications is based upon the Owner's interpretation of the Design Engineer's intent. The Construction Document approval process is intended to ensure that the Construction Documents were designed to the Owner's standards. Owner is not liable for any errors or omissions.

Replace the second paragraph with the following:

In cases of conflict in the requirements of the Contract Documents, such conflicts shall be reconciled by the acceptance of the following order of precedence for the various Contract Documents: (1) the Contract; (2) the Supplementary Conditions; (3) the Technical Specifications; (4) the Drawings; (5) the General Conditions, MASSB Section 00700; (5) MASS Divisions 20 through 80 as applicable; and (6) standards incorporated by reference in any of the above.

Replace the third paragraph with the following:

Where the Contract Documents are silent or lack detail, the Contractor shall use the best general practice and approved material and workmanship of first quality.

Add to the end of the fourth paragraph:

In this regard, it is recognized that the Contractor is responsible for the project designs but shall not use this position of responsibility to undertake correction of any potential design efficiencies without full disclosure to the Owner.

Article 4.8 Public Convenience and Access

Replace the second sentence of the first paragraph with the following:

The Contractor shall not block entrances or driveways for more than 15 minutes without prior approval of the Owner's Representative.

Add the following paragraph:

Under no circumstances shall the Contractor's operations impact the transit of commercial vehicles supporting tenant freight operations.

Article 4.11 Utilities

Add the following paragraphs:

The Contractor is required by Municipal ordinance to request locates from the Locate Call Center (907-278-3121) a minimum of forty-eight (48) hours prior to any excavation.

Underground utilities exposed during construction shall not be covered until its owner has inspected and accepted it.

Certain utility companies may have facilities within the project limits and some or all of those utility companies may be extending their facilities within the project limits.

A. Gas

ENSTAR Natural Gas Company's natural gas pipelines shall have continuous support during excavation and backfill in accordance with ENSTAR's Safety Requirements for Excavation Adjacent to Natural Gas Pipeline. Contractor shall exercise extreme caution during excavation and backfill operations to prevent damage to the pipe and pipe coating. Contractor shall place at least twelve inches (12") of classified fill and backfill and compact below exposed gas pipelines, in accordance with MASS Division 20, Section 20.21 - Classified Fill and Backfill.

The Contractor shall call ENSTAR to perform a cathodic protection area sweep after all underground Work (including electrical tie-in work) has been completed

and before surface restoration or paving begins. The Contractor shall notify ENSTAR two (2) working days before the sweep is to be performed. The Contractor shall allow time for repairs in the event that underground contacts are detected.

Contractor shall furnish ENSTAR a copy of the construction schedule for Work within the vicinity of gas mains and shall accommodate ENSTAR's authorized inspectors per General Conditions Section 00 72 13.05, Article 5.16 – Inspection.

The Contractor shall download and follow the most current construction guidelines published by ENSTAR. Those guidelines can be downloaded from:

<https://www.enstarnaturalgas.com/safety-education/natural-gas-safety/safety-for-excavators-contractors/>

Click on the link in the last sentence of the first paragraph.

The Final Rule from the PHMSA website can be obtained from:

<https://www.phmsa.dot.gov/pipeline/excavator-final-rule/about-excavation-enforcement-final-rule>

Click on the "Final Rule on Excavation Damage 80 FR 43836" link under Related Links.

B. Electrical and Telecommunications

Add the following paragraphs:

The Contractor shall download and follow the most current construction guidelines published by Chugach Electric Association. Those guidelines can be downloaded from:

<https://www.chugachelectric.com/member-services/regulations-requirements>

Click on the link titled "Electrical Facility Clearance Requirements".

The following contact information is provided as a courtesy to the Contractor and is the most currently available.

Alaska Communication Systems (ACS) – Duilio Guerrero, 907-564-1522 or 907-230-8268

Anchorage Water & Wastewater Utility (AWWU) – Shawn Dooley, 907-564-2786

AT&T – Mike Barsalou, 907-264-7325

Chugach Electric Association (CEA) – Victor Willis, 907-230-7536

ENSTAR Natural Gas – Stan Staples, 907-334-7777

GCI – Steven Cranford, 907-868-6769

Municipal Street & Storm Drain Maintenance – Eric Hodgson, 907-343-8100

Municipal Street Light Maintenance – Jessica Michou, 907-343-8290

Municipal Traffic Signals Section – Levi Piehl, 907-343-8363

Solid Waste Services (SWS) – Evalu Filitaula, 907-343-6258 or 907-317-6863

Article 4.13 As-Built Documentation

Replace the second paragraph with the following:

Upon completion of the marked-up As-Built documents, the Contractor will furnish to the Owner's Representative an electronic submittal of the Drawings as PDF and AutoCAD drawing files.

The Contractor shall perform a post-construction survey and furnish to the Owner's Representative an as-built of the final grading plan with sufficient information to ensure the site was constructed as permitted. The as-built Drawing(s) shall be an electronic submittal as PDF and AutoCAD drawing files.

The Contractor shall inspect by closed circuit television (CCTV) newly installed storm drainpipe per MASS Division 55, Article 2.3.

Replace the fourth paragraph with the following:

In addition to As-Built documents, the Contractor shall also include, as part of the project closeout, documentation all methods, assumptions, procedures, alternatives analyzed, recommended course of action, and originals of all files generated for the project, including working maps, calculation sheets, and supporting documentation. Electronic data, files, and maps shall also be delivered. For this project, the Owner will require electronic data to be transferred on USB flash drives in the following formats: PDF and/or Microsoft Word, for text; AutoCAD for design documents and record drawings; and Excel, for data. All data provided shall be organized and catalogued for easy dissemination and archiving.

The Owner's Representative will review all As-Built documents for completeness and conformance to the standards stated above. The Contractor shall make all corrections, changes, additions, and deletions required to conform to the standards. The Owner's Representative may periodically review the status of the Record Documents during the course of the Work. Failure of the Contractor to keep the Record Documents current and in the required condition will be considered cause for additional withholding from the progress payments as provided in the General Conditions Section 00 72 13.04, Article 7.4 - Progress Payments.

SECTION 00 72 13.05 CONTROL OF WORK

Article 5.2 Prosecution of the Work

Replace the article in its entirety with the following:

The POA must remain operational during the course of this Project. The Contractor shall plan their Work and Schedule in such a manner that the Work does not conflict with the normal operations of the Port. Notice of potential conflicts shall be given as early as possible.

The following are the primary shipping operations that the Contractor can expect to take priority. Vehicles accessing the Port via Roger Graves Road for shipping operations are not to be disrupted.

A. MATSON

Matson transfers containerized cargo to and from their vessels at the Terminal No. 2 berth using traveling gantry cranes. Extensive haul truck traffic is present throughout Terminal No. 2 and on trestles No. 1B and No. 2. Matson berths on Sundays and Tuesdays.

B. Totem Ocean Trailer Express (TOTE)

TOTE transfers cargo to and from their vessels at the Terminal No. 3 berth using ramps on the dock. Ramp locations and truck traffic occur at Trestles 3A, 3B, and 3C. TOTE berths on Sundays and Tuesdays.

C. Other Shipping Operations

The Contractor shall be advised that additional vessel operators such as Cruise Ships may also use the Port facilities at random times and for various periods of duration. A projected vessel berthing schedule is published weekly and is available at the POA administration website at <https://www.portofalaska.com/port-schedules/>.

In addition to the vessel berthing schedule as identified above, there may be military operations occurring in 2024 potentially occupying Matson's Transit Area's A and B, or the railroad along Terminal Road. Coordinate with the Port's Operations & Maintenance Superintendent Ronnie Poole (907-343-6202) for schedules.

D. Concurrent Construction Projects

There may be other active construction projects concurrent with and in the vicinity of this project. The Contractor shall coordinate work efforts to minimize the interference between themselves and other Contractors. The following construction projects within the vicinity are currently scheduled for 2024:

Roger Graves Road Area Improvements

This project includes parking lot and road reconstruction to correct drainage concerns. The improvements will impact the tie-in approach for the Warm Storage Building site pad. Contractor shall coordinate as needed with the project to minimize rework.

Utility Extension Project from Bluff Drive to Tract J

GCI and CEA will extend underground communication and power utilities from E Bluff Drive north into the upper bluff of the Tract J property for connection with a new cellular tower.

Article 5.3 Construction Progress Schedule and Schedule of Values

Add the following at the end of the first paragraph:

The Contractor shall provide the Progress Schedule for distribution to the Owner's Representative(s) at each construction progress meeting. The schedule shall be revised as necessary to accurately reflect Work completed and Work left to be completed.

Replace the first sentence of the second paragraph with the following:

The Contractor shall deliver a Schedule of Values for Contract Payments for those lump sum items designated by the Owner's Representative. a Schedule of Values (SOV) for approval to the Owner's Representative within ten (10) days of NTP. The SOV shall be in a form satisfactory to the Owner's Representative and shall provide a cost breakdown for any lump sum items included in the Work and allocate the entire construction contract amount.

Replace the third paragraph with the following:

In addition to the time-scaled bar chart described above, and upon submittal of the Final Drawings and Specifications for Construction, the Contractor shall develop and submit to the Owner's Representative for approval an electronic copy of a time-scaled Critical Path Method (CPM) schedule for all work required through Project Closeout. The Contractor shall revise and resubmit the CPM schedule at any time the Contractor determines that the critical path is altered by the sequence of the scheduled activities, changes in the Work or other circumstances, and at such other times as the Owner's Representative may require.

Article 5.4 Non-Working Hours, Holidays, Saturdays and Sundays

Add the following before the first paragraph:

The Port of Alaska usual working hours for administrative staff are 8:00AM to 5:00PM, Monday through Friday, excluding MOA holidays. Contractor is not limited to this restriction.

Article 5.6 Shop Drawings

Replace the fourth paragraph with the following:

With reasonable promptness, the Owner's Representative will review and accept or take other appropriate action on the submittals, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Approval of a specific item will not indicate approval of an assembly of which the item is a component.

Replace the seventh paragraph with the following:

Upon approval, the Owner's Representative will return the Shop Drawings to the Contractor electronically.

Article 5.7 Submittal List

Replace the article in its entirety with the following:

A Submittal List has been provided in Section III for items required by the Contract. The Contractor shall develop a Submittal List during design for all products and materials that will be required of the Contractor throughout the duration of the project and a proposed schedule or timeline for delivery to the Owner. The Contractor shall submit all certifications, calculations, plans, material information, product data, shop drawings, and all other submittals that are specifically required to perform the Work for approval prior to incorporating any material into the project. The Submittal List does not relieve the Contractor from their obligation to comply with all submittals, certifications, or other requirements as specified within the Contract Documents. The Contractor is responsible for determining that all submittals, certifications, and/or requirements are met, whether or not specifically addressed in the Submittal List.

Article 5.9 Testing of Materials

Replace the first paragraph with the following:

The Contractor shall conduct all tests in accordance with methods as described and designated in the Contract Documents. The Contractor shall provide and pay for all on-site testing of materials, factory testing, mill testing, and other off-site testing as specified or required to conform to industry standards. The Contractor shall employ qualified test firms or persons to perform required tests. Results of testing shall be provided to the Owner's Representative immediately upon receipt.

The Owner's Representative may elect to perform additional (independent) testing. Such testing will be accomplished at the expense of the Owner. The Contractor shall provide access to the Owner's Representative test persons to perform any tests.

Article 5.16 Inspection

Add the following to the beginning of the Article:

The Contractor shall be responsible for daily inspection and oversight of the Work. The Contractor shall prepare and submit daily progress reports to the Owner. The reports shall contain a record for each day of weather, portions of the Work in progress, photographs of the Work performed, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

The Owner may elect to provide daily inspection and observation. This does not relieve the Contractor of their responsibility to provide quality control and oversight of all Work performed.

Inspections required to receive Building Permit approvals through MOA Building Officials shall be coordinated and scheduled at the expense of the Contractor. All other special inspections required as indicated in the Final Construction Drawings and Specifications shall be provided by the Owner.

Article 5.24 Delays and Extension of Time

Add the following second paragraph:

All Contractor claims for additional time will be accompanied by a CPM analysis that documents the need for the adjustment of time and shall provide full written justification of the requested time extension. Claims based on adverse weather conditions must be based on historical records of weather for the time of year that the Work is being performed and shall specifically document and itemize the effects of the adverse weather on the actual work being performed.

Article 5.27 Liquidated Damages

Add the following paragraph:

The Owner may withhold from any progress payment the sum of \$500 per day as Liquidated Damages for each and every calendar day that the Substantial Completion Date is delayed beyond the Contract Completion Date. After substantial completion, the Owner may withhold out of any progress payment the sum of \$250 per day as Liquidated Damages for each and every calendar day that the Final Acceptance Date is delayed beyond the Contract Completion Date. If no money is due Contractor, the Owner will have the right to recover said sums from Contractor, the Surety, or both.

Article 5.32 Preconstruction Conference

Replace the article in its entirety with the following:

Within five (5) days after delivery of the executed agreement by the Owner to Contractor, but before the Contractor begins the Work at the site, a Preconstruction Conference will

be held to review the Contractor's schedules and plans, to establish procedures for handling shop drawings and other submissions, to establish procedures for submitting and processing applications for payment, and to establish a working understanding between the parties as to the Project. The Owner or their Representative, Contractor's DOR, the Inspector, and the Contractor and their Superintendent and key Subcontractors' representatives will be present at the meeting.

Add the following NEW Articles:

Article 5.34 Port Security Requirements

The Transportation Workers Identification Credential (TWIC) program is a federally mandated program requiring a background check and issuance of a tamper-resistant "smart card" to all personnel who need unescorted access to Secure Areas of Maritime Transportation Security Act (MTSA) regulated facilities. The POA is an MTSA regulated facility and has Restricted, Secure, and Common Access Areas.

The Owner does not supply credentialed escorts; therefore, organizations doing business at the Port must have credentialed employees.

A. Restricted Access Areas

Operations in areas designated as Restricted access are closely monitored by Port Security Forces. All personnel operating within the Restricted Area will be required to have a need to be in the area, and possess and present upon request, government issued identification, including a valid TWIC Card, or be accompanied or monitored by a TWIC Card Holder. In Restricted Areas, the minimum allowable ratio is (1) TWIC holder escort per five (5) Non-TWIC holders. Entry into the Restricted area will be approved by a Port sponsor and Security Forces. In general, Restricted Areas at the POA are:

1. Bulk fuel facilities and fuel distribution networks (i.e. tank farms, valve yards, POL berth facilities, etc.).
2. Dock areas around any berthed vessel are also Restricted Areas and are signed as such when vessels are present.
3. POA Security Forces CCTV monitoring facility.

B. Secure Access Areas

Operations in areas designated as Secure Access are monitored by Port Security Forces. All personnel operating within a Secure Area are required to possess and present, upon request, government issued identification, including a valid TWIC Card, or be accompanied or monitored by a TWIC Card Holder. The minimum allowable escort ratio in a Secure Area is one (1) TWIC holder escort per ten (10)

Non-TWIC holders. Entry into the Secure Area is approved by a Port sponsor. Secure Areas at the POA are:

1. The Portion of Tract H owned by the POA that is leased to Matson Navigation Company of Alaska LLC and Totem Ocean Trailer Express.
2. Other areas as designated by the Facility Security Officer (FSO) such as during periods of the movement of military equipment, vehicles, and aircraft.

C. Common Access Areas

There are specific areas within the POA designated as Common. Common Access Areas do not need TWIC escort. These areas are:

1. All buildings on the Port
2. All roads leading to the buildings
3. Areas within the Port Security Zone that are not either Restricted or Secure.

Additional information including cost to obtain a TWIC card can be found at the following website:

<https://www.tsa.gov/for-industry/twic>

The project site is located in a Common Access Area. Unless designation is changed by the FSO to a Restricted or Secure Area, the Contractor will only need to obtain a POA Proximity Access Control Card as described below.

All personnel, whether part-time, full-time, temporary, or permanent will be required to attend a one-hour Security Awareness Training seminar to obtain access to the Port. Personnel attending this training will automatically be issued a POA Proximity Access Control Card and will register all vehicles requiring Port access with Port Security. Seminars are held at the Port Security Building twice weekly: Tuesdays at 2:00 PM and Fridays at 9:00 AM. Call (907) 343-6223, a minimum of 24 hours in advance of the seminar, to confirm space availability.

Questions regarding access to the POA shall be directed to the Port Facility Security Officer at (907) 343-6232 or the Port Security Captain at (907) 343-6223.

Article 5.35 Construction Progress Meetings

Throughout the duration of construction, the Contractor shall facilitate Construction Progress Meetings to evaluate work progress and schedule, discuss key construction activities, coordinate with POA operations, ensure overall quality and intent of the design is being met, ensure adherence to the approved QC Program, and all other matters requiring discussion and resolution. It is anticipated that these meetings will be held weekly. The Owner may request additional meetings as the job progresses. At a minimum, the Owner, Owner's Representative, Contractor's DOR, and Contractor's

Project Manager, or their representatives, will attend the Construction Progress Meetings, which will be conducted on the Project site, unless otherwise directed by the Owner.

Article 5.36 Contractor Work Plan

Maintaining Quality Control throughout the duration of the project is the responsibility of the Contractor. The Contractor shall prepare and submit a Work Plan with the CPM for approval by the Owner that describes the process for execution of construction activities including: planned work days and hours, phasing for procurement of materials, phasing of construction, coordination with utilities for extensions and connections, coordination for Municipal and special inspections, adherence to permits, minimizing disruption to POA users, visitors, and adjacent residential properties, and all other tasks required to complete the Work.

Article 5.37 Contaminated Soil & Groundwater Handling Plan

The project anticipates encountering hydrocarbon contamination as discussed in Section IX – Geotechnical Information and Environmental Analysis. The Contractor shall review the information provided to prepare and submit for approval to the Alaska Department of Environmental Conservation (ADEC) a Contaminated Soil and Groundwater Handling Plan (Plan). This Plan outlines, but is not limited to the following:

1. Required soil handling procedures.
2. Field screening and analytical sampling requirements.
3. Proper transportation, stockpiling, and disposal requirements.
4. Dewatering and Best Management Practices.
5. Reporting requirements.
6. Permitting and approvals from governing agencies.

The Plan shall be prepared by a Qualified Environmental Professional (QEP). The QEP shall be responsible for screening and testing of excavated soils and groundwater, inspecting material stockpiles, coordinating soil and groundwater disposal and treatment, daily documentation of conditions and ensuring quality control associated with analytical data generated by the project.

The Contractor shall not perform any earth disturbing activities without an approved ADEC Plan. All costs associated with developing, submitting, receiving approval, and ensuring adherence to the ADEC Contaminated Soil and Groundwater Handling Plan shall be reimbursed per Schedule B, Bid Item B-1, Contaminated Soil and Groundwater Handling Plan.

The Contractor shall be responsible for providing all permitting, oversight, labor, equipment, materials, sampling, testing, treating, and disposing of contaminated water in accordance with the Plan. This Work shall be paid for per Schedule B, Bid Item B-2,

Dewatering.

The Contractor shall be responsible for providing all permitting, oversight, labor, equipment, materials, sampling, testing, treating, stockpiling, and disposing of contaminated soil in accordance with the Plan. This Work shall be paid for per Schedule B, Bid Item B-3, Contaminated Soil Handling. The estimated quantity provided assumes excavation only for the storm drain installation.

SECTION 00 72 13.06 LEGAL RELATIONS AND RESPONSIBILITIES

Article 6.6 Permits

Add the following to the first sentence:

Upon execution of the Design/Build Contract, the Contractor shall prepare and submit to the Owner for approval a Permit Acquisition Plan. All fees associated with preparation of the plan and applying for and obtaining permits are the responsibility of the Contractor.

Add the following to the sixth paragraph:

The Contractor shall be responsible for coordinating special inspections with Building Officials. The "Port of Alaska" shall be identified as the applicant on any permit application forms.

Article 6.8 Safety

Add the following:

The Contractor shall obtain hot work permits from POA Operations prior to performing work involving welding or other activities requiring open flames.

Article 6.9 Insurance

Replace this section with the following:

Before signing the Contract or commencing the Work or allowing any Subcontractor to commence Work, the Contractor shall obtain all insurance required under this Article. The Contractor shall maintain this insurance until the Final Acceptance Date. The Contractor shall file with the Purchasing Officer as verification of insurance a certificate of insurance on the forms furnished, showing the type and amounts of insurance, the policy number, the expiration date, and the signature of an authorized representative of the insurance company. Each certificate of insurance will state that the policy or policies have been endorsed whereby the insurance company will provide not less than twenty (20) days written notice to the Owner's Representative and the Municipality's Risk Manager of any material change, cancellation, or nonrenewal of the insurance policies. All insurance policies required under this Article shall name the Municipality as an additional insured for the purposes of the Project and shall contain a waiver of subrogation against the Municipality.

The Contractor shall provide the types of insurance and minimum insurance limits as specified in the Invitation to Bid.

NOTICE TO “OUT OF STATE” CONTRACTORS:

A Certificate of Insurance for Alaska Worker’s Compensation, or an “other states” endorsement on your home state Worker’s Compensation policy, is required prior to execution of a Contract or commencement of any contract performance, if any in-state visits or Work is required or anticipated.

SECTION 00 72 13.07 MEASUREMENT AND PAYMENT

Add the following Article:

Article 7.0 Payments to Contractors and Subcontractors

This Contract is funded (in part or in its entirety) by the State of Alaska; therefore, the Provisions of Alaska Statute 36, Section 36.90, Article 3, entitled “Public Construction Contract Payment,” apply.

END OF SECTION

**MUNICIPALITY OF ANCHORAGE
PORT OF ALASKA**

**DESIGN/BUILD SERVICES FOR
WARM STORAGE BUILDING
(Project 22-03)**

SECTION III

SUBMITTAL LIST

**PORT OF ALASKA DESIGN/BUILD SERVICES FOR
WARM STORAGE BUILDING**

SUBMITTAL LIST

Job#: _____

Contractor _____

Submittal Number	Rev.	Description
00 72 13.04.13		Post-Construction Survey / As-built Documentation
00 72 13.04.14		Operating and Maintenance Manuals
00 72 13.05.3		Construction Progress Schedule / CPM
00 72 13.05.3		Schedule of Values
00 72 13.05.4		Notice of Unusual Working Hours
00 72 13.05.5		Shop Drawings
00 72 13.05.6		Product Data
00 72 13.05.7		Contractor's Submittal List
00 72 13.05.8		Proposed Substitutions
00 72 13.05.10		Contractor's Authorized Representatives and Employees
00 72 13.05.11		Subcontractor's List
00 72 13.05.36		Contractor's Work Plan
00 72 13.06.6		Permit Acquisition Plan
00 72 13.06.9		Certificate of Insurance
00 72 13.06.12		Certified Payroll

NOTE: The above list of submittals is not all inclusive. In addition to the above, the Contractor is required to comply with all submittal requirements as required by the Contract, MASS-B, or as directed by the Owner.

**MUNICIPALITY OF ANCHORAGE
PORT OF ALASKA**

**DESIGN/BUILD SERVICES FOR
WARM STORAGE BUILDING
(Project 22-03)**

SECTION IV

CONSTRUCTION CONTRACT AND BID DOCUMENTS

Bid Bond

Performance & Payment Bond

Certificate of Insurance

Bidder's Checklist

Responsible Contractor Form

INSERT SAMPLE CONTRACT

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____ as Principal,
and _____ a corporation organized
under the laws of the _____ and authorized to transact surety
business in the State of Alaska, of _____

_____ as Surety, are held and firmly bound unto the MUNICIPALITY OF
ANCHORAGE, as Obligee, in the full and just sum of _____

_____ (\$ _____) Dollars, lawful money
of the UNITED STATES, for the payment of which sum, well and truly to be made, we bind ourselves, our
heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by the presents.

WHEREAS, the said Principle is herewith submitting its proposal for _____

_____. The
condition of this obligation is such that if the aforesaid Principal will, within the time required enter into a
formal contract and give a good and sufficient bond to secure the performance of the terms and conditions
of the contract, then this Obligation to be void; otherwise the Principal and Surety will pay unto to the
Obligee the amount stated above.

Signed, sealed, and delivered _____, 20_____
WITNESS AS TO PRINCIPAL:

Contractor Name

Contractor Signature

(AFFIX CORPORATE SEAL)

Corporate Surety

Surety Business Address

(AFFIX SURETY SEAL)

BY: _____
(Attorney-In-Fact)

CONTRACT PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____
_____ of _____
as Principal, and _____
a corporation organized under the laws of the _____
_____ and authorized to transact surety business in the
State of Alaska, of _____
as Surety, are held and firmly bound unto the MUNICIPALITY OF ANCHORAGE, as Obligee, in the full
and just sum of _____
(\$ _____) Dollars, lawful money of the UNITED STATES, for the
payment which, well and truly to be made, we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH, that whereas the principal has entered into a
certain contract dated the _____ date of _____ 20_____, with the
Obligee for the construction of _____

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied
at length herein.

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings,
covenants, terms, conditions, and agreements of said contract, and shall promptly make payments to all
persons supplying labor and material in the prosecution of the work provided for in said contract, during
the original term of said contract and any extensions or modifications thereof that may be granted by the
Municipality, with or without notice to the Surety, then this obligation to be void; otherwise to remain in
full force and effect.

This obligation is made for the use of said Obligee and also for use and benefit of all persons who may
perform any work or labor or furnish any material in the execution of said Contract and may be sued on
thereby in the name of said Obligee.

The said Surety, for the value received, hereby stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the contract or to the work to be performed thereunder or the
specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does
hereby waive notice of any such change, extension of time, alteration or addition to the terms of the
contract or to the work or to the specifications.

Whenever Principal shall be, and declared by Obligee to be in default under the Contract the Obligee having performed Obligee's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for submission to Obligee for completing the Contract in accordance with its terms and conditions and upon determination by Surety of the lowest responsible bidder, or, if the Obligee elects, upon determination by Obligee and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Obligee and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price but not exceeding, including other costs and damages for which the Surety may be liable hereunder the amount set forth in the first paragraph hereof. The term "balance of the contract price" as used in this paragraph, shall mean the total amount payable by Obligee to Principal under the Contract and any amendments thereto, less the amount properly paid by Obligee to Principal.

IN TESTIMONY WHEREOF, the parties hereunto have caused the execution hereof in _____
_____ original counterparts as of the _____ day of _____,
20_____.

WITNESS AS TO PRINCIPAL:

(AFFIX CORPORATE SEAL)

(AFFIX SURETY SEAL)

Principal Name

Principal Signature

Corporate Surety

Surety Business Address

BY: _____

(Attorney-In-Fact)

INSURANCE

By submitting a bid, the bidder agrees, if they are the successful bidder, to obtain and maintain the insurance required by this section. The bidder also agrees to provide the Municipality a copy of their Certificate of Liability Insurance prior to signing the contract and prior to commencement of any work under this contract.

GENERAL: The Contractor will not allow any subcontractor to commence work until the subcontractor has obtained insurance as listed in this section. The contractor and each subcontractor shall maintain this insurance throughout the life of this contract, including any maintenance and/or guarantee/warranty period. The contractor shall obtain separate insurance certificates for each contract.

ADDITIONAL INSURED: The Municipality of Anchorage shall be listed as an additional insured on all General and Auto Liability policies required by this contract. All policies shall contain a waiver of subrogation against the Municipality, except Professional Liability. All policies shall remain in effect during the life of the contract. The Contractors insurance certificate shall also indicate the Municipality of Anchorage as a certificate holder of the policy.

WORKERS COMPENSATION: The Contractor shall purchase and maintain during the life of this contract, workers compensation insurance for all employees who will work on this project and, if any work is sublet, the Contractor shall require the subcontractor similarly to provide such insurance. Employers' Liability with a minimum limit of \$500,000 shall be maintained and Workers Compensation with minimum limits as required by Alaska State Workers Compensation Statutes. The policy shall contain a waiver of subrogation against the Municipality.

NOTICE TO "OUT-OF-STATE" CONTRACTORS WORKING IN ALASKA: The Contractor shall provide evidence of Workers Compensation insurance, either State of Alaska Workers Compensation coverage or an endorsement to the Contractor's home state Workers Compensation policy, evidencing coverage for "other states" including Alaska, prior to execution of a contract or, if approved, before commencement of contract performance in Alaska.

GENERAL LIABILITY: The Contractor shall purchase and maintain, in force, during the life of this contract such general liability insurance as shall protect the Owner and the Contractor against losses which may result from claims for damages for bodily injury, including accidental death, as well as from claims for property damages which may arise from any operations under this contract whether such operations be those of the Contractor, a subcontractor or anyone directly or indirectly employed by either of them.

<u>Commercial General Liability</u>	<u>Minimum Limits</u>
Products/Completed Operations	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Medical Payments	\$5,000
<u>Commercial Auto Liability</u>	<u>Minimum Limits</u>
Combined single limit (Bodily Injury and Property Damage)	\$1,000,000
Including all owned, hired, and non-owned	
<u>Workers Compensation and Employers Liability</u>	<u>Minimum Limits</u>
Per Alaska statute	\$500,000
<u>Errors and Omissions</u>	<u>Minimum Limits</u>
Professional Liability (Not required unless limits appear in space provided)	
<u>Umbrella Liability</u>	<u>Minimum Limits</u>
(Not required unless limits appear in space provided)	
\$ _____ S.I.R.	

Each insurance policy required by this section shall require the insurer to give advance notice to the MOA/Contract Administrator prior to the cancellation of the policy. IF the insurer does not notify the MOA upon policy cancellation, it shall be the Contractor's responsibility to notify the MOA of such cancellation.

COMPLIANCE WITH LAWS

The Contractor shall observe and abide by all applicable laws, regulations, ordinances and other rules of the State of Alaska and/or any political subdivisions thereof, or any other duly constituted public authority wherein work is done or services performed, and further agrees to indemnify and save the Municipality of Anchorage harmless from any and all liability or penalty which may be imposed or asserted by reason of the Contractor's failure or alleged failure to observe and abide thereby.

(Remainder of Page Initially left Blank)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) shall be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No, Ext):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULE D AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS- DED RETENTIONS \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE <input type="checkbox"/> Y / N <input type="checkbox"/> N / A OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

- The Municipality of Anchorage is an additional insured on Auto and General Liability policies. All policies, including workers compensation, contain a WAIVER OF SUBROGATION against the Municipality, except Professional Liability, .
- CANCELLATION: "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the Policy Provisions."

CERTIFICATE HOLDER**CANCELLATION**

	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>Authorized Representative</p>
--	---

BIDDER'S CHECKLIST

INSTRUCTION TO BIDDER

I. GENERAL:

Bidders are advised that notwithstanding any instructions or implications elsewhere in this Invitation to Bid only the documents shown and detailed on this sheet need be submitted with and made part of their bid. Other documents may be required to be submitted after bid time, but prior to award. Bidders are hereby advised that failure to submit the documents shown and detailed on this sheet shall be justification for rendering the bid nonresponsive. Evaluation of bids for responsiveness shall be accomplished in accordance with Anchorage Municipal Code, Title 7.

II. REQUIRED DOCUMENTS FOR BID

NOTE: "Only the following listed items as marked with an "X" are required to be completely filled out and submitted with the bid."

- X Bid Proposal consisting of six (6) pages numbered BP-1 through BP-6 Bid Proposal Page **BP-2 of -6 must** be manually signed.
- X Erasures or other changes made to the Bid Proposal Sheet must be initialed by the person signing the bid.
- X Bid Bond, certified check, cashier's check, money order or cash shall be submitted with the bid in the amount indicated.
- X All Addenda issued shall be acknowledged in the space provided on the Bid Proposal sheet or by manually signing the Addenda sheet and submitting it prior to the bid opening in accordance with Anchorage Municipal Code 7.20.020C.

III. REQUIRED DOCUMENTS AFTER BID OPENING

The following documents are required within **five (5)** working days of notification by the Purchasing Office. Failure, in whole or in part, to submit the documents required below shall be grounds to determine the Bidder as non-responsible.

- X In accordance with AO No. 2019-130 (S), Anchorage Municipal Code 7.20.030 and 7.20.070, Contractor Questionnaire consisting of three (3) Pages, Prime Contractor Form Filled out by Prime Contractor **and** all known subcontractors. **Please review AO NO. 2019-130 (S), AMC 7.20.030 and 7.20.070, and the attached Contractor Questionnaire before submitting a bid.**

**MUNICIPALITY OF ANCHORAGE
PORT OF ALASKA**

**DESIGN/BUILD SERVICES FOR
WARM STORAGE BUILDING
(Project 22-03)**

SECTION V

BID PROPOSAL

BID PROPOSAL
(CERTIFICATION)

TO: MUNICIPALITY OF ANCHORAGE _____, 2024
PURCHASING DEPARTMENT
632 W. 6TH AVENUE, SUITE 520
ANCHORAGE, ALASKA 99501

SUBJECT: Request for Proposal No. 2024P012

**PROJECT TITLE: DESIGN/BUILD SERVICES FOR WARM STORAGE BUILDING-
POA**

Pursuant to and in compliance with subject Invitation to Bid, and other bid documents relating thereto, the bidder hereby proposes to furnish all labor and materials and to perform all work for the construction of the above referenced project in strict accordance with the bid documents at the prices established in the Bid Proposal, pages **BP-1 THROUGH BP-6**.

The bidder agrees, if awarded the contract, to commence and complete the work within the time specified in the bid documents.

Lump Sum, Bid Total \$ _____

The bidder acknowledges receipt of the following addenda:

Addenda No. _____	Date of Addenda _____
Addenda No. _____	Date of Addenda _____
Addenda No. _____	Date of Addenda _____

Enclosed is a Bid Bond in the amount of _____.
(Dollar Amount or Percentage of Bid)

Type of Business Organization

The bidder, by checking the applicable box, represents that it operates as () a corporation incorporated under the laws of the State of _____, () an individual, () an LLC, () a partnership, () a nonprofit organization, or () a joint venture. If a partnership or joint venture, identify all parties on a separate page.

Is this project Federally Funded?

Yes

No

Company Name

BID PROPOSAL
(CERTIFICATION)
Continued

SUBJECT: Request for Proposal No. 2023P012

PROJECT TITLE: **DESIGN/BUILD SERVICES FOR PORT OF ALASKA WARM STORAGE BUILDNG**

Date

Alaska Contractor's License Number

Company Name (Printed)

Employer's Tax Identification Number

Authorized Representative Signature

Printed Name & Title

Company **Mailing** Address

Company Phone Number

City, State, Zip Code

Company Fax Number

Company **Physical** Address
(if different from mailing address)

Company Email Address

City, State, Zip Code

MUNICIPALITY OF ANCHORAGE
POA - Design / Build Services for Warm Storage Building
Port Project No. 22-03

BID PROPOSAL

Base Bid	Bid Amount
Schedule A: Warm Storage Building	\$ _____ -
Schedule B: Contaminated Soil/Groundwater Handling	\$ _____ -
Schedule C: Electric Bullrail, Additive Alternate 1	\$ _____ -
TOTAL BID PRICE:	\$ _____ -

MUNICIPALITY OF ANCHORAGE
POA - Design / Build Services for Warm Storage Building
Port Project No. 22-03

BID PROPOSAL

SCHEDULE A: Warm Storage Building

ITEM NO.	WORK DESCRIPTION	ESTIMATED QUANTITY	UNIT BID PRICE	TOTAL BID PRICE
A-1	Design - Warm Storage Site and Building per LS	1		\$ -
A-2	Construction - Site per LS	1		\$ -
A-3	Construction - Building per LS	1		\$ -
A-4	Unusable Material - Surcharge Disposal per CY	4,000		\$ -

TOTAL SCHEDULE A: \$ _____ -

Contractor: _____

Date: _____

MUNICIPALITY OF ANCHORAGE
POA - Design / Build Services for Warm Storage Building
Port Project No. 22-03

BID PROPOSAL

SCHEDULE B: Contaminated Soil/Groundwater Handling

ITEM NO.	WORK DESCRIPTION	ESTIMATED QUANTITY	UNIT BID PRICE	TOTAL BID PRICE
B-1	Contaminated Soil and Groundwater Handling Plan per LS	1		\$ -
B-2	Dewatering per LS	1		\$ -
B-3	Contaminated Soil Handling per Ton	600		\$ -

TOTAL SCHEDULE B: \$ _____ -

Contractor: _____

Date: _____

MUNICIPALITY OF ANCHORAGE
POA - Design / Build Services for Warm Storage Building
Port Project No. 22-03

BID PROPOSAL

SCHEDULE C: Electric Bull Rail, Additive Alternate 1

ITEM NO.	WORK DESCRIPTION	ESTIMATED QUANTITY	UNIT BID PRICE	TOTAL BID PRICE
C-1	Design - Electric Bull Rail and Site per LS	1		\$ -
C-2	Construction - Electric Bull Rail and Site per LS	1		\$ -

TOTAL SCHEDULE C: ELECTRIC BULL RAIL, ADD ALT 1 : \$ -

Contractor: _____

Date: _____

BID PROPOSAL
(CERTIFICATION)
Continued
**MUNICIPALITY OF ANCHORAGE
PORT OF ALASKA**

**DESIGN/BUILD SERVICES FOR
WARM STORAGE BUILDING
(Project 22-03)**

SECTION VI

MINIMUM RATES OF PAY – STATE OF ALASKA WAGE RATE

Laborers' & Mechanic' Minimum Rates of Pay

Title 36. Public Contracts AS 36.05 & AS 36.10 Wage & Hour Administration Pamphlet No. 600 (Pamphlet 600) is hereby incorporated in its entirety. Pamphlet 600 is available for free download at <http://labor.state.ak.us/lss/pamp600.htm>.

The Municipality of Anchorage will include a paper copy of the wage rates in the signed Contract.

**MUNICIPALITY OF ANCHORAGE
PORT OF ALASKA**

**DESIGN/BUILD SERVICES FOR
WARM STORAGE BUILDING
(Project 22-03)**

SECTION VII

EEO CONTRACT COMPLIANCE SPECIFICATIONS

CONTRACT COMPLIANCE SPECIFICATIONS

EQUAL EMPLOYMENT OPPORTUNITY

SPECIAL PROVISIONS

Every municipal contract shall include language substantially the same as the following: The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, or physical or mental disability. The contract will comply with all laws concerning the prohibition of discrimination including, but not limited to, Title 5 and Title 7 of the Anchorage Municipal Code.

Every municipal contract shall state, in all solicitations or advertisements for employees to work under the contract, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, or physical or mental disability.

**MUNICIPALITY OF ANCHORAGE
PORT OF ALASKA**

**DESIGN/BUILD SERVICES FOR
WARM STORAGE BUILDING
(PROJECT 22-03)**

Section VIII

SITE PLAN

**MUNICIPALITY OF ANCHORAGE
PORT OF ALASKA**

**DESIGN/BUILD SERVICES FOR
WARM STORAGE BUILDING
(Project 22-03)**

SECTION IX

**GEOTECHNICAL INFORMATION
AND ENVIRONMENTAL ANALYSIS**

(Under Separate Cover)

**MUNICIPALITY OF ANCHORAGE
PORT OF ALASKA**

**DESIGN/BUILD SERVICES FOR
WARM STORAGE BUILDING
(Project 22-03)**

SECTION X

**REFERENCE DRAWINGS
(Under Separate Cover)**