



Issue Date: August 8, 2023

ATTN: Vendors

RE: Project Name: BAAF Runway and Taxiway Lighting Project
Project Number: 02A7023006
Project Location: JBER, Alaska

Addendum # One (1)

This addendum forms a part of the contract documents and modifies the original drawings and/or specifications for the subject work. In case of conflicts between this addendum and previously issued documents, this addendum shall take precedence.

The following administrative changes have been made to this ITB:

1. This addendum is being issued to extend the deadline for receipt of bids until September 6, 2023, at 1:00pm Alaska Time. Late bids will not be accepted.
2. This addendum is being issued to update existing information on page 1 of the solicitation.
 - a. INVITATION TO BID
 - i. *Project No. 02A7023006.*
 - ii. *Bids Due: Wednesday September 6, 2023 @ 1:00 P.M. Alaska Time.*
3. This addendum is being issued to update existing information on page 2 of the solicitation.
 - a. Removing existing *Letter to Prospective Contractors* and adding updated *Letter to Prospective Contractors*. Original Letter was outdated and contained incorrect information. Please see updated Letter attached below.
4. This addendum is being issued to update existing information on page 4 of the solicitation.
 - a. SECTION 01 – GENERAL REQUIREMENTS
 - i. PART 1 – GENERAL, 1.01 RELATED REQUIREMENTS – B.
 1. *The contractor is highly recommended to perform a pre-bid walkthrough to understand and familiarize themselves with existing site conditions. The walkthrough is scheduled for **August 24, 2023, at 9:00am Alaska Time**. Interested bidders must register with the Project Manager (PM) by email at mvafocontracts@alaska.gov a minimum of 5 days before the scheduled walkthrough.*
5. This addendum is being issued to update existing information on page 28 of the solicitation.
 - a. INVITATION TO BID – for Construction Contracts:

- i. *The Department will only consider bids received before **1:00 PM local time (per the Department's time source) on the 6th day of September 2023.***
 - ii. *The Engineer's Estimate is: \$500,000.00 - \$1,000,000.00.*
 - iii. *All work shall be completed within **31 Calendar Days, or by May 30, 2024.***
6. This addendum is being issued to update existing information on page 34 of this solicitation.
 - a. BID FORM
 - i. Paragraph 5 – *The Undersigned proposes to furnish Payment Bond in amount of **100%** (of the contract) and Performance Bond in the amount of **100%** (of the contract)...*
7. This addendum is being issued to update existing information on page 135, 136, 137, and 138.
 - a. SECTION 00800 – SUPPLEMENTARY CONDITIONS – MODIFICATIONS TO THE GENERAL CONDITIONS
 - i. Header: *BAAF – Runway and Taxiway Lighting Replacement Project / Project NO. 02A7023006*

Questions and Answers

1. The referenced project does not have an Invitation to Bid until page 28 and on that one there is the wrong bid date and no engineers estimate price range. Would you please create an addendum correcting these issues?
 - A. Please see above administrative changes being made to ITB 02A7023006 – BAAF Runway and Taxiway Lighting Project. Please see corrected and attached documents below.

Please contact me if you have any questions.

Sincerely

Gavin M. Fairbanks
Building Management Specialist
(907) 428-7187

End of Addendum

**INVITATION TO BID
Project No. 02A7023006**

BAAF Runway and Taxiway Lighting Replacement



**State of Alaska
Department of Military and Veterans Affairs
Facilities Management Office
PO Box 5169, JBER, Alaska 99505**

Bids Due: Wednesday September 6, 2023 @ 1:00 P.M. Alaska Time



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

**Department of Labor and
Workforce Development**

P.O. Box 111149
Juneau, Alaska 99811-1149
Main: 907.465.2700 Fax: 907.465.2784

**Department of Transportation
and Public Facilities**

P.O. Box 112500
Juneau, Alaska 99811-2500
Main: 907.465.3900 Fax: 907.586.8365

Dear Prospective Contractor:

If you are considering bidding on an Alaska public works project, please remember the positive benefits of hiring locally. Construction, maintenance, and operation of public works projects are vital to the economic health of Alaska, and good paying jobs associated with such projects are important to Alaskans throughout the state.

If you want to hire more Alaskans, we're here to help. Hiring local workers is cost-effective and can benefit your business in many ways. The Alaska Department of Labor and Workforce Development's Job Center staff can connect you with qualified, skilled Alaskan workers through the Alaska Labor Exchange (ALEXsys) employee/employer database. Call (907) 465-2712 to get connected with a Job Center and potential employees in your community.


Work Opportunity Tax Credits (WOTC) are available to employers who hire qualified new employees who are unemployed disabled veterans, recipients of Temporary Assistance or food stamps, ex-offenders, and residents of Empowerment Zones or Renewal Communities. The WOTC program saved employers operating in Alaska over \$3.2 million last year. For information on the tax credit program call (907) 465-5952 or visit the WOTC website, www.jobs.alaska.gov/wotc.htm.

The Department of Transportation and Public Facilities, the Department of Labor and Workforce Development, the Alaska Native Coalition on Employment and Training (ANCET), and other industry training providers work closely together to recruit women, Alaska Natives, minorities and veterans for training and job referral. We can assist your business in finding qualified employees right now, as well as help you institute training programs to ensure a stable and skilled workforce over the long term. There are many high school and adult training programs across the state that prepare Alaska residents for construction jobs and to learn a trade as a registered apprentice. Alaska has over 1,500 registered apprentices and our job centers can assist employers that want to hire apprentices. Alaska's prevailing wage is adjusted to allow employers to pay apprentices at a reduced rate while they are learning their trade, offsetting your costs of training the apprentice. Additionally, there are on-the-job training wage incentives available for employers that hire apprentices.

If you are awarded a contract, we will send you additional information on the business benefit of hiring locally and how to use the free Alaska Labor Exchange System to find qualified Alaska residents. Your effort to hire locally is appreciated very much. We wish you well in the upcoming construction season and thank you for putting Alaskans to work.

Sincerely,


Cathy Muñoz, Acting Commissioner
Department of Labor
and Workforce Development


Ryan Anderson, P.E., Commissioner
Department of Transportation
and Public Facilities

SECTION 01
GENERAL REQUIREMENTS

PART 1 – GENERAL

1.01 RELATED REQUIREMENTS

- A. All Contract Documents are related to this Section.
- B. The contractor is highly recommended to perform a pre-bid walk-through to understand and familiarize themselves with the existing site conditions. There will be a **mandatory** walk-through scheduled for **August 24, 2023, at 9:00am Alaska Time**. Interested bidders must register with the Project Manager (PM) by email at mvafmocontracts@alaska.gov a minimum of 5 days before the scheduled walk-through.



STATE OF ALASKA
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS

INVITATION TO BID
for Construction Contract

Date June 19, 2023

Project Name and Number

The Department invites bidders to submit bids for furnishing all labor, equipment, and materials and performing all work for the project described below. The Department will only consider bids received before 1:00 PM local time (per the Department's time source) on the ____ day of _____ 20__.

Location of Project: _____
Contracting Officer: _____
Issuing Office: _____

State Funded [] Federal Aid []

Description of Work:

The Engineer's Estimate is CHOOSE A RANGE

All work shall be completed in _____ Calendar Days, or by _____.
The Department will identify interim completion dates, if any, in the Special Provisions.

The apparent successful bidder must furnish a payment bond in the amount of 100% of the contract and a performance bond in the amount of 100% of the contract as security conditioned for the full, complete and faithful performance of the contract.

Submission of Bidding Documents

Bidders may submit bidding documents electronically via the Department's approved online bidding service, through the mail or hand delivered. For mailed or hand delivered bids and for electronically submitted bids with a paper bid guaranty, documents shall be submitted in a sealed envelope marked as follows:

Table with 2 columns: Bidding Documents for Project: and ATTN:

It is incumbent upon the bidder to ensure its bid, any amendments, and/or withdrawal arrive, in its entirety, at the location and before the deadline stated above. A bidder sending a bid amendment or withdrawal via email must transmit its documentation to the Department at this email address: gavin.fairbanks@alaska.gov and must CC mvafmocontracts@alaska.gov

To be responsive, a bid must include a bid guaranty equal to 5% of the amount bid. (When calculating the bid amount for purposes of determining the 5% value of the bid guaranty, a bidder shall include its base bid amount, plus the amount bid for alternate and supplemental bid items, if any.)

The Department hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this Invitation, Disadvantaged Business Enterprises will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

SECTION 00800
SUPPLEMENTARY CONDITIONS
MODIFICATIONS TO THE GENERAL CONDITIONS
(DoD FEDERALLY FUNDED CONTRACTS)

The following supplements modify, change, delete from, add to the "General Conditions of the Construction Contract for Buildings", revised December, 2011 (c) 4/96. Where any article of the General Conditions is modified, or and Paragraph, Subparagraph, or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph, of Clause shall remain in effect.

SC-1-DEFINITIONS

At General Conditions Article 1, add the following definitions:

CFR: Initials that stand for the Code of Federal Regulations.

OWNER: The State of Alaska.

SC-5.4.1 – INSURANCE REQUIREMENTS

At General Condition Article 5.4.1, delete the second to the last sentence and replace with the following: "The delivery to the DEPARTMENT of a written notice in accordance with the policy provisions is required before cancellation of any coverage or reduction in any limits of liability."

SC-5.4.2a – WORKERS COMPENSATION INSURANCE

At General Condition Article 5.4.2a, delete paragraph "a" in its entirety and replace with the following:

- "a. Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees of the Contractor engaged in work under this contract, Workers' Compensation Insurance as required by AS 23.30.045. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who provides services under this contract. Coverage shall include:
1. Waiver of subrogation against the State.
 2. Employer's Liability Protection in the amount of \$500,000 each accident / \$500,000 each disease.
 3. If the Contractor directly utilizes labor outside of the State of Alaska in the prosecution of the work, "Other States" endorsement shall be required as a condition of the contract.
 4. Whenever the work involves activity on or about navigable waters, the Workers' Compensation policy shall contain a United States Longshoreman's and Harbor Worker's Act endorsement, and when appropriate, a Maritime Employer's Liability (Jones Act) endorsement with a minimum limit of \$1,000,000."

SC-5.4.2d-BUILDERS RISK INSURANCE

At General Conditions Article 5.4.2d, delete the subsection in its entirety.

SC- 6.5 MATERIALS AND EQUIPMENT

Add the following sub-paragraph at the end of the existing text:

6.5.1. "Buy American Act. (Federal-Aid Contracts)

- a. The Contractor agrees that they will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C.10a et seq.). The Buy American Act gives preference to domestic end products and domestic construction material.
- b. **Buy American Certificate.** Execution and submission of the Buy American Certificate Form 25D-061, is required. If there are no exceptions to be listed on the certificate, the bidder shall enter "NONE" on the first line."

SC-6.9–SUBSTITUTES OR “OR-EQUAL” ITEMS

In Paragraph 6.9.5, delete “Document 01630 – Product Options and Substitutions” and replace with “Document 01 60 00 – Material and Equipment.”

SC-6.13–SUBCONTRACTORS

Add the following paragraph:

“6.13.7 The CONTRACTOR may, without penalty, replace a Subcontractor who:

1. Fails to comply with the licensing and registration requirements of AS 08.18;
2. Fails to obtain or maintain a valid Alaska Business License;
3. Files for bankruptcy or becomes insolvent;
4. Fails to execute a subcontract or performance of the work for which the Subcontractor was listed, and the CONTRACTOR has acted in good faith;
5. Fails to obtain bonding acceptable to the DEPARTMENT;
6. Fails to obtain insurance acceptable to the DEPARTMENT;
7. Fails to perform subcontract work for which the Subcontractor was listed;
8. Must be replaced to meet the CONTRACTOR’S required state or federal affirmative action requirements.
9. Refuses to agree to abide by the CONTRACTOR’S labor agreement; or
10. Is determined by the DEPARTMENT to be not responsible.

In addition to the circumstances described above, a Contractor may in writing request permission from the Department to add a new Subcontractor or replace a listed Subcontractor. The DEPARTMENT will approve the request if it determines in writing that allowing the addition or replacement is in the best interest of the state.

The contractor shall submit a written request to add a new Subcontractor or replace a listed Subcontractor to the Contracting Officer a minimum of five working days prior to the date the new Subcontractor is scheduled to begin work on the construction site. The request must state the basis for the request and include supporting documentation acceptable to the Contracting Officer.

If a CONTRACTOR violates this article, the Contracting Officer may:

1. Cancel the Contract after Award without any damages accruing to the DEPARTMENT; or
2. After notice and hearing, assess a penalty on the bidder in an amount not exceeding 10 percent of the value of the subcontract at issue.”

SC-7.12–APPLICABLE ALASKA PREFERENCES

At General Condition Article 7.12, delete the text of this article in its entirety.

SC-7.13–WAGES AND HOURS OF LABOR

Add new General Conditions Article 7.13.4 as follows:

- 7.13.4.** Upon completion of all work, the primary contractor shall file with the Department of Labor a “Notice of Completion Form” together with payment of any additional filing fees owed due to increased contract amounts. Within 30 days after the Department of Labor’s receipt of the primary contractor’s notice of completion, the Department of Labor shall inform the DEPARTMENT of the amount, if any, to be withheld from the final payment.

SC-11.8–DELAY DAMAGES

At General Condition Article 11.8, add the following paragraphs:

The CONTRACTOR understands that if completion of the items of work identified in this contract is not attained by the applicable Substantial and/or Final Completion Dates – as the case may be – the DEPARTMENT will suffer damages which are difficult to determine. Consequently, this contract provides for an assessment of liquidated damages, which is a reasonable forecast of the damages likely to occur in the event of breach under differing circumstances.

The following are different circumstances or scenarios where Liquidated Damages will be assessed. Liquidated Damages arising under more than one circumstance identified below are cumulative; CONTRACTOR is liable for all liquidated damage accruing under this contract. DEPARTMENT may recover these damages from retained progress payments or from payment by CONTRACT or its surety.

- 11.8.1** Failure to Meet Substantial Completion Date. For each calendar day that the work is not Substantially Complete after the expiration of the Contract Time or the Substantial Completion Date has passed, the DEPARTMENT shall deduct **One Hundred Fifty Dollars** (\$150) from progress payments.
- 11.8.2** Failure to Meet Final Completion Date. The Final completion date shall be defined as the date 60 calendar days following the substantial completion date. For each calendar day that the work is substantially complete, but the project is not at Final Completion, after the Final Completion Date has passed, the DEPARTMENT shall deduct **Fifty Dollars** (\$50.00) from progress payments.

- 11.8.3** If no money is due the CONTRACTOR, the DEPARTMENT shall have the right to recover these sums from the CONTRACTOR, from the Surety, or from both. These are liquidated damages and not penalties. These charges shall reimburse the DEPARTMENT for its additional expenses incurred due to CONTRACTOR'S failure to complete the work within the time specified.
- 11.8.4** Permitting the CONTRACTOR to continue and finish the work or any part of it after the Contract time has elapsed or the completion date has passed does not waive the DEPARTMENT'S rights to collect liquidated damages under this section.

SC-15.1-NOTIFICATION

In Paragraph 15.1.2, delete "Section 01310" and replace with "Section 01 32 00."

END OF SECTION