

I. NOTICE AND INSTRUCTIONS TO BIDDERS

1. Bid Documents & Submittal.

- a. Matanuska Electric Association, Inc. (hereinafter called the “Owner”) is requesting bids for the project called Lucas Substation Upgrades and Phase 1 Feeder Reconfiguration (hereinafter called the “Project”). The Plans, Specifications, and Construction Drawings together with all necessary forms, attachments and other documents related to bidding the Project (hereinafter called the “Bid Documents”) may be obtained electronically through the Owner’s ShareFile site. Access to the ShareFile site can be obtained by contacting Marcy Sutton, Procurement & Warehouse Manager at (907)761-9292. Bids shall be submitted electronically through uploading them to the Owner’s ShareFile site on or before 4:00 P.M. Alaska Standard Time (AKST), Tuesday April 30, 2024. Any bid uploaded subsequent to the time specified will be rejected. Unverified bid results shall be posted to MEA’s ShareFile site, by 5:00 PM AKST within two (2) business days of the bid due date. This Project is an amendment to and shall supplement the Electrical Construction Contract 2024-2025 (hereinafter called “2024-2025 ECC”), which by its reference is incorporated into these Bid Documents.
- b. A pre-bid meeting shall be held at via a virtual meeting at 10:00 A.M. AKST, Tuesday, April 2, 2024. Attendance is mandatory. Please contact the Procurement & Warehouse Manager a minimum of 24 hours prior to the conference to acquire the information necessary to attend virtually. Questions related to the Bid Documents are due no later than 12:00 P.M. AKST, Tuesday, April 9, 2024. Questions must be submitted electronically (email) to FormalQuestions@mea.coop. Bidders are prohibited from contacting any employee, board member, agent, or other associate of MEA regarding this request except as permitted in the question-and-answer process outlined in this paragraph. Responses to questions will be provided to those who attended the mandatory pre-bid meeting, by 5:00 PM, AKST, Tuesday, April 16, 2024.

2. Offer to Construct. The undersigned (hereinafter called the “Bidder”) hereby proposes to receive and install such materials and equipment as may hereinafter be specified to be furnished by the Owner, and to furnish all other materials and equipment, all machinery, tools, labor, transportation, and other means required to construct the Project: in strict accordance with the Bid Documents for the prices hereinafter stated. It is understood that the term “Bidder” shall be interchangeable with “Contractor” for this Project once the Owner issues the Notice to Proceed.

3. Description of Project. The Project will approximately consist of the following:

- a. Constructing a new Lucas Substation with a 115 breaker and a half scheme, three (3) bay switch yard with 12.47kv metal-clad switchgear and two (2) 22.4 MVA 115/12.47 kV transformers. The existing Lucas Substation shall remain energized. Retirement and removal of the existing substation is not included in this scope of work. The new Lucas Substation will be approximately a quarter mile from its current location, at 1308 S. Colony Way, Palmer

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AK, across the Glenn Highway at 1424 S. Margaret Dr. Palmer, AK, in the City of Palmer, all as more fully described in the Bid Documents.

- b. Reconfigure four (4) distribution feeders, LU425, LU435, LU455, and LU465. Phase 1 of the 12.47kV feeder reconfiguration is located in the City of Palmer, as more fully described in the Bid Documents.

4. Work on Energized Lines. Construction work, including attachments to existing poles and facilities, is to be done with the lines and facilities energized at times, and is more fully described in the Bid Documents and Contractor's Bid. Outages shall be coordinated as outlined in Appendix B, Special Provisions, and will be contingent upon system constraints. The bidder must provide personnel capable of working on energized lines. All such work shall be performed in accordance with all appropriate OSHA and State of Alaska rules and regulations. Bidder shall obtain the necessary clearances required from Owner's Dispatch to de-energize lines and perform work using their own PPE.

5. Materials. Materials are to be furnished by the Owner as shown in Appendix K, Owner Furnished Material List. All other materials will be furnished by the Bidder. Transportation of materials is incidental to the affected bid unit; no additional compensation will be given for equipment and/or labor to transport materials.

6. Obtaining Documents. The Bid Documents may be obtained from the Owner, electronically via Owner's ShareFile site. Access to the Owner's ShareFile site can be obtained by contacting the Procurement & Warehouse Manager at (907)761-9292.

7. Manner of Submitting Bids. Bids and all supporting instruments must be submitted on the forms furnished by the Owner and must be submitted electronically via Owner's ShareFile site. Bids must include high quality scans of the original signatures. Bidder may submit Section VI, Bid Unit Schedule, and Section VII, Bid Summary & Schedule, on Microsoft Excel spreadsheets or a PDF of the Excel spreadsheet. No alterations or interlineations will be permitted, unless made before submission, and initialed and dated.

8. Bidder Prequalification. Bidding is open to all contractors. Contractors are not required to pre-qualify prior to bidding on the Project. However, to be awarded the Contract, a Bidder must become qualified under the 2024-2025 ECC. If the Bidder cannot become qualified within ten (10) business days of being provided the notice of intent to award, the Owner shall have the right, at his sole discretion, to find the Bidder non-responsive.

9. Alternate Designs. The Owner reserves the right to confine its consideration of the bids to the design specified in the Bid Documents.

10. The Time for Completion of Construction. Completion date shall be as specified in the Bid Documents.

11. Bid Bond. The Bid must be accompanied by a Bid Bond in the form attached or a certified check drawn on a bank that is a member of the Federal Deposit Insurance Corporation, payable to the order of the Owner, in an amount equal to ten percent (10%) of the maximum bid price. Each Bidder agrees, provided

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its bid is one of the three low bids, that, by filing its bid together with such Bid Bond or check, if required, in consideration of the Owner's receiving and considering such bid, said bid shall be firm and binding upon each such Bidder and such Bid Bond or check shall be held by the Owner until a bid is accepted and a satisfactory Contractor's Bond, if required, is furnished by the successful Bidder, or for a period not to exceed sixty (60) days from the date hereinbefore set for the opening of bids, whichever period shall be the shorter. If such bid is not one of the three low bids, the Bid Bond or check will be returned in each instance within a period of ten (10) days to the Bidder furnishing same.

12. Contractor's Bond. The successful Bidder will be required to furnish a Contractor's Bond, in the form attached hereto with sureties listed by the United States Treasury Department as Acceptable Sureties, in a penal sum not less than the sum of the contract price and the estimated value of the project materials. For this Project, the estimated value of materials is as specified in the Owner Furnished Material Lists, in Appendix K of the Bid Documents.

13. Failure to Furnish Contract Documents. Should a Bidder fail or refuse to furnish a Contractor's Bond, or any other documentation required in the Bid Documents, within ten (10) days of the written Notification of Acceptance of the bid by the Owner, the Bidder will be considered to have abandoned the bid. In such event, the Owner shall be entitled (a) to enforce the Bid Bond in accordance with its terms, or (b) if a certified check has been delivered with the bid, to retain from the proceeds of the certified check, the difference (not exceeding the amount of the certified check) between the amount of the bid and such larger amount for which the Owner may in good faith contract with another party to construct the Project. The term "Successful Bidder" also called the "Contractor" shall be the Bidder who has submitted all documentation required in the Bid Documents, both before and after the Notification of Acceptance, and the Owner has accepted and approved that documentation and issued a written Notice to Proceed (NTP).

14. Contract is Entire Agreement. The Contract to be affected by the Owner issuing a written NTP shall be deemed to include the Bid Documents and the documentation in Section II and shall be the entire agreement between the parties thereto. There are no promises, terms, conditions, or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations, or agreements, either written or oral, between the parties hereto.

15. Mutual Participation. The Bidder acknowledges that it has had the opportunity to have the Contract reviewed by its attorney. Both parties agree and acknowledge that the terms of this Contract shall not be construed in a manner to favor one party or the other.

16. Minor Irregularities. The Owner reserves the right to waive minor irregularities or minor errors in any Bid, if it appears to the Owner that such irregularities or errors were made through inadvertence. Any such irregularities or errors so waived must be corrected on the bid in which they occur prior to the acceptance thereof by the Owner.

17. Balanced Bid. The Owner reserves the right to reject any or all bids. The attention of Bidders is especially called to the desirability of a proper balance between the total prices for the respective Bid Units. The Owner reserves the right to require changes in particular unit prices if, in the sole opinion of the Owner, an imbalance is present. Failure to adjust these unit prices to the satisfaction of the Owner may result in rejection of the bid.

18. Discrepancy in Unit Prices. Where the unit prices in a bid are separated into columns designated as “Unit Labor”, “Unit Material”, “Unit Labor & Material” and “Extended Cost” where a discrepancy appears between the unit costs and the calculated extended cost, the “Unit Labor & Material” cost shall control.
19. Definition of Terms. The terms “Engineer”, “Completion of Construction”, and “Completion of the Project” as used throughout the Bid Documents shall be as defined in Article VI.1, of the 2024-2025 ECC. “Work” shall have the meaning specified in the preamble of the 2024-2025 ECC.
20. The Owner Represents:
- a. The Owner shall furnish materials for the construction of the Project, specified in Appendix K, and such materials are on hand at locations specified or if such materials are not on hand they will be made available by the Owner to the successful Bidder at the locations specified before the time such materials are required for construction.
 - b. All easements and rights-of-way (ROW), except as shown on maps included in the Plans and Specifications, have been obtained from the owners of the properties across which the Project is to be constructed (including tenants who may reasonably be expected to object to such construction). The Bidder shall be responsible for obtaining any additional ROW that is necessary to perform the Work. Obtaining additional ROW is incidental to the affected bid unit and no additional compensation shall be paid for obtaining ROW.
 - c. All Surveying and staking shall be performed by the Contractor using a certified Professional Surveyor in the State of Alaska. Sufficient staking crews shall be available to maintain stakes at all times in advance of construction.
 - d. Where underground distribution is required, permission has been obtained from state and local highway and road authorities to install underground distribution power facilities and set pedestals, if any, on the highway and road right-of-way in the Project area. Notwithstanding such permission granted to the Owner, each Bidder is responsible for ascertaining that the equipment, methods of construction and repair proposed to be used on the Project will meet all requirements of public authorities having jurisdiction over highway and road right-of-way. If required by highway or road authorities, the Contractor will furnish to such authorities a bond or meet other guaranty requirements to assure the prompt repair of all damages to highways and roads and their associated rights-of-way caused by the Contractor during construction of the Project. This requirement is in addition to and independent of the Contractor’s Bond. The acceptance of a bid from any Bidder is not to be construed as approval of the Bidder’s equipment or proposed construction methods by or on behalf of the highway and road authorities. Bidders may obtain information concerning the requirements of highway and road authorities by communicating with the State of Alaska, Department of Transportation and Public Facilities, Municipality of Anchorage, and Local Road Authorities.
 - e. All funds necessary for prompt payment for the construction of the Project will be available.

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If the Owner shall fail to comply with any of the undertakings contained in the foregoing representations or if any of such representations shall be incorrect, the Contractor will be entitled to an extension of time of completion for a period equal to the delay, if any, caused by the failure of the Owner to comply with such undertakings or by any such incorrect representation, provided the Contractor shall have promptly notified the Owner in writing of its desire to extend the time of completion in accordance with the foregoing; provided, however, that such extension, if any, of the time of completion shall be the sole remedy of the Contractor for the Owner's failure, because of conditions beyond the control and without the fault of the Owner, to furnish materials in accordance with sub-paragraph a. hereof.

21. Payrolls and Associated Records.

- a. For work traditionally performed by the bargaining unit, the Bidder and all subcontractors shall be subject to the union signatory section of the Owner's Outside CBA, dated November 1, 2021, and shall either (1) be signatory to an IBEW Local Union 1547 contract, or (2) pay its employees the total straight time wages for electricians (Class Codes A0701 through A0707) set by the Department of Labor & Workforce Development in the most current version of Wage & Hour Administration Pamphlet No. 600 "Laborers' and Mechanics' Minimum Rates of Pay." This pamphlet may be obtained from any office of the Division of Labor Standards and Safety, Wage and Hour Administration, or from the Department of Labor's web site at <http://www.labor.state.ak.us/lss/pamp600.htm>.
- b. The Bidder shall maintain payrolls and associated records relating thereto of all employees employed during the course of this Work and shall preserve them for a period of three years thereafter. Such records shall contain the name and address of each such employee, his correct classification, rate of pay daily and weekly, number of hours worked, itemized deductions made, actual wages paid, and benefits (including rate of contributions for, or costs assumed to provide benefits).
- c. The Bidder may be required to submit weekly a copy of all payrolls to the Owner along with a "Weekly Statement of Compliance." The copy shall be accompanied by a statement signed by the Bidder indicating that the payrolls are correct and complete, that the wage rates and benefits are not less than those specified in Paragraph 22(a) above, and that the classifications set forth for each employee conform with the work he performed. Submission of the "Weekly Statement of Compliance" required under this Contract shall satisfy the requirement for submission of the above statement.
- d. The Bidder shall make the records required under this clause available for inspection by authorized representatives of the Owner and shall permit such representatives to interview employees during working hours on the job.
- e. Any breach of these conditions constitutes a substantial and material breach of the Contract and may result in termination of the Contract and may result in the Contractor's removal from the Owner's prequalified bidders list, or both.

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22. Designated Representative. The Owner's designated representative with respect to the Work to be performed under this Contract shall be the Project Engineer or such other person as the Owner may designate in writing. Such person shall have complete authority to approve invoices and change orders, transmit instructions, receive information, and interpret and define the Owner's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Work.