

# MUNICIPALITY OF SKAGWAY PROJECT MANUAL

for

## Ore Terminal 2023 Large Ship Mooring Project Skagway, Alaska

October 27th, 2022



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## Ore Terminal 2023 Large Ship Mooring Project REQUEST FOR BIDS

**October 27, 2022**

The Municipality of Skagway is accepting proposals (bids) for the Ore Terminal Large Ship Mooring.

### 1. Description of Work

The Municipality of Skagway (MOS) desires to receive proposals from qualified bidders covering the furnishing of all materials, labor, and equipment necessary to design, permit, demolish, and refabricate an Ore Dock to be usable by ships over 1,000 feet long. It is anticipated that the Contractor may need to supply two pile installation Derrick Crane Barges and associated support barges to accomplish the project within the project schedule.

Components of the Work include:

- Demolition of existing timber dock to accommodate a temporary spud barge and access for work
- Demolition of the existing ore loader superstructure (needed to accommodate larger ships)
- Installation of two new dolphins at the north end of the ore dock
- Relocation of catwalks to access the new dolphins
- Reinforcement of two existing fender panels
- Installation of piles at two existing dolphins for reinforcement
- Installation of a temporary spud barge (up to approximately 110x35 feet)
  - Installation of pile hoops onto the barge
  - Installation of safety handrails on the barge
  - Prep and installation of a concrete slab on the barge deck
    - Could be performed in Ketchikan where barge is moored, see plans.
- Installation of gangway for pedestrian traffic from spud barge to an existing dock
- Installation of a new bollards on existing ore loader support platforms
- Reinforcement of a deep-water dolphin with (6) 36" diameter piles in 110' + of water
- Construction of a new dolphin in 150' of water with (9) 36" diameter pile
- Installation of new capstans at several locations and electrical required.
  - Including electrical work to feed power to capstans
- Pickup and delivery of MOS procured items in the Seattle area including:
  - Piles, Fenders, and Capstans, Gangways
- Underwater installation of anodes on dolphin piles (Add Alt Work)

## 2. Project Schedule

The anticipated project and bid schedule is as follows:

### Permitting, Bidding, & Contracting:

- 10/07/2022 Pre-Bid notification
- 10/27/2022 Bid documents advertised
- 11/02/2022 Mandatory pre-bid site walk (will occur in the morning of 11/2)
- 11/03/2022 Bidder Questions due 5pm
- 11/10/2022 Bids due to MOS (See section below for further details)
- 11/14/2022 Apparent low bidder virtual meeting with MOS staff
- 11/17/2022 Apparent low bidder approved by MOS Assembly
- 11/18/2022 to 11/28/2022 Contracting between MOS and Contractor
- 11/28/2022 Formal Notice to Proceed issued to Contractor
- 12/16/2022 Anticipated receipt of all environmental permitting (Subject to change)

### Concept Construction Schedule

Work will be allowed to begin immediately following written notice to proceed. No work will be authorized or paid for before receipt of a written notice to proceed. In water work and over water demolition work will be allowed to begin immediately after receipt of environmental permits. Construction will need to be completed by early April 2023, before the start of next year's tourism season (April 2023) which requires safe, temporary moorage for large ships.

- 11/28/2022 Anticipated Notice to Proceed
- 12/17/2022 Potential first day of allowable in-water work (after environmental permits received)
- 1/31/2023 70% of pile order is all delivered to Seattle area for Contractor pick up (approximate date, location negotiable)
- 2/15/2023 Remaining piles are delivered to Seattle area for Contractor pick up (approximate date, location negotiable)
- 03/04/2023 Approximate Start of Ore Loader Demolition (must be after the last ore ship leaves expected approximately March 4, 2023)
- 04/01/2023 Substantial Completion
  - If pile driving will not be completed by 4/1/2023 a permit extension will need to be requested by the Contractor.
- **First cruise ship arrival 4/18/2023**
- **Second cruise ship arrival 4/21/2023**

### Anticipated no-work or limited work due to Scheduled Port dockings

Note that the work will need to be phased to allow safe mooring and berthing for these operations.

- Fuel barges every 20 days, in port for 48hrs +/- . Exact schedule to be determined
- Ore Ship loading 02/28/2023 – 03/03/2023 (Estimated)

Some components of the project that are not critical to ship mooring and passenger mobility may be completed after April 2023. Any components of the project completed after April 2023 must be mutually agreed upon in writing with MOS. Any construction activities completed after April 2023 will not be allowed to impact ship mooring and operations. These components could include anode installation on piles, and arch fender installation on dolphins K' & L'.

See additional details about MOS Procured item pickup and delivery in Section 01 02 50 – Measurement and Payment and on the contract plans.

### **3. Environmental Compliance & Work**

The environmental permits for this project will require that no Endangered Species Act-listed species (i.e., Steller Sea Lion, Humpback Whale) are harmed during construction. Marine mammal monitoring will be performed during all in-water construction. If any individual of the ESA listed species approaches the work area (to be determined in the final permits), all in-water work (e.g., pile driving) would need to stop until the area is clear. In addition, further measures to protect marine mammals and their prey sources will require best management practices for the removal and disposal of creosote-treated pilings. Alaska water quality standards must also be met during in-water construction in accordance with 18 AAC 70.

To avoid taking ESA-listed marine mammals during construction, the Municipality of Skagway must implement marine mammal monitoring and the contractor will need to comply with all timing restrictions, pile driving and removal best management practices, and shutdown requirements of the permits for the project. Construction personnel must be trained to implement permit compliance measures. Typical restrictions include limiting pile driving or removal to starting after apparent sunrise and ending before apparent sunset to allow time for marine mammal monitors to scan the potential disturbance and injury zones and ensure no ESA-listed marine mammals are present prior to pile-related activities. Soft-start and noise attenuation BMPs must be implemented during impact pile driving. If an ESA-listed marine mammal approaches a shutdown zone, the marine mammal monitors will notify the construction manager and request shutdown of pile-related activities. Pile-related activities will be shutdown until the marine mammal either leaves the shutdown zone or is not sighted for 15 minutes.

### **4. Prebid Site Visit Details & Schedule 11/2/2022**

- The pre-bid meeting is mandatory for prospective bidders
- The Pre-bid meeting will be held at City Hall at 700 Spring St, Skagway, AK 99840
- Meeting will begin at 8:30am and include a site walk and conclude back at city hall
- It is anticipated that the meeting will end at approximately 11am
- Required PPE (Personal Protection Equipment)
  - Hard hat
  - Boots
  - High Visibility vest
  - Gloves
  - Safety glasses
  - Life jacket

### **5. Proposal Submission Requirements**

Bids are due no later than at 3:00 p.m. (Alaska Time Standard) Thursday, November 10, 2022. Bids shall be electronically submitted to [Skagway.Bid@kpff.com](mailto:Skagway.Bid@kpff.com) and [contracts@skagway.org](mailto:contracts@skagway.org).

Bids must be submitted in one PDFs document clearly labeled with the following information:

1. "Ore Terminal 2023 Large Ship Mooring Project Proposal – (proposer name)"
  - a. The PDF shall contain all forms and documents outlined in these documents including:
    - i. Bid Price
    - ii. Schedule
    - iii. List of Subcontractors
    - iv. All other Signed forms

## **6. Proposal Clarifications**

Questions related to this Request for Bids should be submitted electronically in writing to: [Skagway.Bid@kpff.com](mailto:Skagway.Bid@kpff.com) and [contracts@skagway.org](mailto:contracts@skagway.org) before November 3<sup>rd</sup> at 5pm (Alaska Time Standard). All responses will be made in writing and will be furnished to all proposers listed on the RFP holders list. Questions submitted elsewhere will not be responded to.

## **7. Negotiations**

If the proposed price is greater than 10 percent above the MOS's budget, the MOS may enter negotiations with the Proposer to consider design, scope, or other modifications to reach an acceptable price and product. If the negotiations are unsuccessful the MOS may go to the second lowest proposer and proceed in a similar manner. The MOS may proceed in this manner until a successful proposal is obtained, or the MOS may at any point elect to cancel the solicitation in its sole discretion.

Bids shall include all design, labor, equipment, transportation, mobilization and demobilization and materials to complete the specified work. Alaska Labor Standards, reporting and prevailing wage rate determination is made part of this bid package. A notice of award will be sent to the Alaska Department of Labor

- Wage and Hour Section. The State will require that certified payroll forms are completed, and the State has the right to randomly audit the successful bidder's company to ensure Davis Bacon Wages are being paid for this project.

8 Construction Management Software: The MOS will provide a web-based Document Control System (DCS) for this project. Contractor shall also utilize the DCS throughout the Project for submittal and tracking of all documents including, but not limited to: Requests for Information (RFIs), Change Order Requests (CORs), Submittals, and general project correspondence. Contractor shall become familiar with the DCS prior to the Pre-Construction meeting. The Owner will not be responsible for any costs that the Contractor may incur in using this system, including, but not limited to, incorporation of the DCS forms and tools into its own project management purposes. The Owner will provide one (1) comprehensive on-line training session for Contractor personnel to become familiar with the DCS.

**The Municipality of Skagway is an equal opportunity employer.**

**END OF SECTION**

## **General Conditions and Notices**

**Bid Evaluation/Award:** The Municipality of Skagway (MOS) may award a contract based on bids received as a result of this Request for Bids if it is in the best interest of the Municipality. A bid award will be based on the overall bid price, but the Municipality may reject the low bid if such rejection is determined to be in the best interests of the Municipality. The Municipality reserves the right to reject any or all bids received if determined to be in the best interest of the Municipality. The Municipality reserves the right to waive minor informalities and irregularities of bids received if it is in the best interest of the Municipality.

**Bid Package Fee:** There is not a fee for this bid package.

**Bid Security:** There is no Bid Security required for this project.

**Project Completion:** Project substantial completion will be no later than April 7th, 2023. Bidders are expected to be familiar with the potential extreme and challenging weather conditions in Skagway, Alaska. Extraordinary weather delays may be considered and addressed through contract Force Account procedures.

**Project Description:** The successful Proposer will be responsible for providing the following services:

- Bids shall include all labor, designs, equipment, transportation, supplies and materials to complete the work as specified in this Request for Bids. Bids shall include all mobilization and demobilization to and from the Project site.
- Successful Proposer/Contractor must supply all material and supplies.
- Successful Proposer/Contractor shall provide a project schedule to the Borough Manager prior to starting work.
- All work shall conform to all Federal, State, and Local laws, regulations, and codes. The Successful Proposer/Contractor shall comply with the Migratory Bird Treaty Act and shall comply with the provisions of those federal laws as applicable to migratory birds, eggs, and nests in Skagway Borough
- Successful Proposer/Contractor shall obtain any and all necessary permits from Federal, State or local authorities for this project, including payment of any applicable fees and costs associated with the permit/process.
- The Successful Proposer/Contractor shall properly dispose of all debris and/or material at the end of each workday. Contractor may coordinate disposal with the Public Works Department.
- Before acceptance of the Project as complete, the Municipality shall inspect and verify that the work is complete. All work found unacceptable shall be redone at the Successful Proposer/Contractor's expense to the satisfaction and acceptance of the Municipality. All work determined to be incomplete shall be completed in accordance with the contract specifications.
- Alaska Labor Standards, reporting and prevailing wage rate determination is made part of this bid package. A notice of award will be sent to the Alaska Department of Labor - Wage and Hour Section. The State will require that certified payroll forms are completed, and the State has the right to randomly audit the successful proposer's company to ensure Davis Bacon Wages are being paid for this project.

**Project Site:** It is the sole responsibility of the Proposer/Contractor to evaluate the jobsite and make their own technical assessment of the project site for determining the proposed work process, schedule, site conditions and equipment utilization and to make a valid financial bid.



The Municipality will not make any additional compensation or payments if the project conditions are different from the conditions expected, anticipated or assumed by the Proposer.

**Pre-Bid Conference:** A pre-bid conference will be held at 8:30 a.m. on November 2nd, 2022 at the City Hall located at 700 Spring Street, Skagway, AK 99840. All bidders are required to attend in person.

**Project Contact:** Bidders are encouraged to familiarize themselves with project requirements. All inquiries must be in writing and directed to the Owners Representative [Skagway.Bid@kpff.com](mailto:Skagway.Bid@kpff.com) and [contracts@skagway.org](mailto:contracts@skagway.org).

**Submittal Deadline and Location:** Bidders are responsible to assure delivery prior to deadline. Only bids received prior to November 10th at 3pm (Alaska Standard Time) and received electronically to [Skagway.Bid@kpff.com](mailto:Skagway.Bid@kpff.com) and [contracts@skagway.org](mailto:contracts@skagway.org) will be considered.

**Bids to Remain Open:** Bidders shall guarantee their Bids for a period of sixty (60) calendar days from the date of the bid opening.

**Beginning of Work:** Physical work may begin upon the Proposer/Contractor signing the Contract, the Notice of Award, and the Notice to Proceed from the Municipality.

**Delays beyond Proposer's Control:** Suspension of work caused by Acts of God, which are beyond the control of the Proposer/Contractor, shall not be cause for termination. If such Acts suspend work on the project, any delay caused will be negotiated and an addendum to this contract will be issued, which will be signed by both the Municipality and the Proposer/Contractor, outlining the time schedule and costs associated with any delay in substantially completing the project.

**Insurance & Indemnification:** No contract for services shall be issued or continued unless there is presented to the Municipality of Skagway a certificate of insurance showing that the business owner/operator has obtained at least five million dollars (\$5,000,000.00) general liability insurance. Proof of such insurance shall be provided to the Municipality as a condition of entering the contract. Failure to maintain such insurance shall constitute a material breach of contract. The certificate of insurance must establish that the Municipality is named as an additional insured on such policy, and that the insurer shall notify the Municipality twenty (20) days before the policy is canceled or terminated. Additionally, the Successful Proposer/Contractor shall execute an instrument under the terms of which the Successful Proposer/Contractor shall agree to indemnify, defend and hold harmless the Municipality of Skagway from any and all claims for injury, including death, or damage to persons or property as a result of the Successful Proposer/Contractor's activities not limited to the amount of insurance coverage.

Proposer shall provide Worker's Compensation Insurance in compliance with the laws of the State of Alaska, AS 23.30et seq., and federal jurisdiction where the work is being performed.

**Compensation:** The Municipality agrees to pay Contractor an amount not to exceed that as specified and accepted in the bid upon completion of the project.

**Responder's Responsibility:** Responding Proposers have the responsibility of understanding what is required by this solicitation. The Municipality shall not be held responsible for any Proposer's lack of understanding. Should a Proposer not understand any aspect of this solicitation or require further explanation or clarification regarding the intent or requirements of this solicitation, it shall be the responsibility of the Proposer to submit any question or questions

to the Municipality. Further, by submitting a bid in response to this solicitation, a Proposer certifies that it has thoroughly read and understands this solicitation in its entirety.

**Addenda:** The Municipality will make reasonable efforts to provide Proposers with all addenda when issued. Addenda may be issued by any reasonable method such as hand delivery, mail, facsimile, and courier and in special circumstances, by phone. It is the Proposer's responsibility to ensure receipt of all addenda. No claim or protest will be allowed based on the Proposer's allegation that the Proposer did not receive all of the addenda or did not timely receive all of the addenda.

**Proposal Clarifications:** See Section 00 03 00 Request for Bids

**Cost Incurred in Bid Preparation:** No contract shall be in effect until the Municipality executes a written agreement. The Municipality shall not be liable for any cost incurred by any Proposer in the response to this Request for Bids, including any work done, even in good faith, prior to the execution of a contract.

**Proprietary Information:** Proposers shall not include proprietary information in bids if such information should not be disclosed to the public. Any language with a submittal purporting to render all or portions of a bid confidential will be disregarded. Proprietary information, which may be provided will be confidential, if expressly agreed by the Municipality, and if allowable by state law.

**Minor Informalities:** The Municipality reserves the right to waive any minor informality, negotiate changes or reject any and all bids and to not award the proposed contract, if it is in the Municipality's best interest. Minor informalities mean matters of form rather than substance which are evident from the submittal or are insignificant matters that have a negligible effect on price, quantity, quality, delivery, or contractual conditions and can be waived or corrected without prejudice to other Proposers.

**Receipt and Bid Opening:** The Municipality must receive all bids including any amendment or withdrawal prior to the scheduled time for submitting bids. Any bid, amendment, or withdrawal, which has not been physically received by the Municipality prior to the scheduled time for submitting bids shall not be considered. No responsibility shall be attached to any officer, employee, or agent of the Municipality for the premature opening of, or failure to open, a bid improperly delivered, addressed or identified.

Until the award of a contract, the Municipality reserves the right to reject any or all bids, to waive technicalities or to advertise for new bids without liability against the Municipality. Receipt of bids will be publicly acknowledged at the submittal deadline and location by reading the bids to any attendees at the municipal building.

**Disqualification of Proposer:** A Proposer may be disqualified for the following reasons:

- More than one bid for the same work from an individual, firm, or corporation under the same or different name. (A party that has quoted prices to a Proposer is not thereby disqualified from quoting prices to other Proposers or from submitting a bid directly for the project).
- Evidence of collusion among Proposers as set out in the Non-Collusion Declaration attached to the Official Bid documents.

**Rejection of Bids:** The Municipality reserves the right to reject any and all bids when such rejection is determined to be in the best interests of the Municipality; to reject the bid of a Proposer who has previously failed to perform properly, or complete on time, any contracts or projects; to



reject the bid of an Proposer who is not, in the opinion of the Municipality and sole discretion of the Municipality, in a position to perform the contract; and to reject a bid as non-responsive where the Proposer fails to furnish the required documents, fails to complete the required documents in the manner directed, or makes unauthorized alterations to bid documents.

**Non-Responsive Bids:** Bids shall be considered non-responsive and shall be rejected if there are unauthorized additions, conditional or alternative bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite, or ambiguous as to its meaning.

**Documents for Successful Proposer:** Prior to contract execution and Notice to Proceed, the successful Proposer shall complete and submit the following documents within seven (7) days following Notice of Intent to Award, as well as any other documents that may be requested by the Municipality.

- Proof of Insurance
- Performance Bond (if required)
- Payment bond (if required)
- Copy of Subcontractor Agreements (if applicable)
- Copy of State and Municipal Business License

**Award and Execution of Contract:** All Proposers will be notified of Municipality's intent to award the contract and the successful Proposer will be requested to execute certain documents that shall include a contract agreement. No contract shall be considered as effective until it has been fully executed by both parties (Proposer and Municipality).

**Failure to Execute Contract:** Failure of the successful Proposer to execute and return the contract agreement and other documents within five (5) business days after receipt of the Municipality's Notice of Intent to Award, will be just cause for the rejection of the award. Award may then be made to the next lowest responsive, responsible, and qualified Proposer, or the work may be re-advertised, in the sole discretion of the Municipality.

If the Municipality does not execute the contract agreement within twenty (20) days following receipt from the Bidder of all required documents appropriately executed for the award of the contract, the Proposer shall have the right to withdraw its bid without penalty.

**Permit Responsibility:** Successful Proposer /Contractor shall obtain any and all necessary permits from Federal, State and local authorities for this project, including any applicable fees and costs associated with the permit/process.

**Davis Bacon:** Alaska Labor Standards, reporting and prevailing wage rate determination is made part of this bid package. A notice of award will be sent to the Alaska Department of Labor - Wage and Hour Section. The State will require that certified payroll forms are completed, and the State has the right to randomly audit the successful bidder's company to ensure Davis Bacon Wages are being paid for this project.

**Payment and Performance Bond:** For purposes of bid documents, a signed letter from a surety company committing to the bonding of the contractor in the amount of the project will suffice until the time of actual signing of the contract, when bond must be on hand.

**Ownership of Bid Submittals:** Once bids are opened, they become the property of the MOS, and shall not be returned. Bids may be withdrawn by submitting a written withdrawal request to the same address to which the bid was submitted if said request is received by the MOS one (1) hour prior to the bid opening time and date.

**Bid Form: Bids will be considered non-responsive if the following documents are not completely filled out and submitted at the time of bidding:**

- Completed Official Bid Form
- Contracting Officer Documentation
- Non-Collusion Declaration
- Bonding paperwork
- List of Subcontractors
- Construction Schedule

**END OF SECTION**