



REQUEST FOR PROPOSALS PACKAGE

(Procurement per Article 3 of AS 36.30)

PART

A

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ISSUING OFFICE

Agency Contact & Phone No..... : Michael Lee, P.E., Project Manager, 266-2738
Contracting Division..... : State of Alaska, Department of Transportation and Public Facilities, Ted Stevens Anchorage International Airport (ANC)

PROJECT

RFP NUMBER..... : 02502007
Project Numbers-State/Federal : N/A (Term Agreement)
Project Site (City, Village, etc.)..... : Anchorage, Alaska
Project Title & Contract Description..... : ANC 2009 Civil Engineering Services Term Agreement

The Contracting Agency intends to award one, \$3,000,000 term agreement to provide civil engineering and related services in support of ongoing maintenance, upkeep, and improvements at the Ted Stevens Anchorage International Airport (ANC). Services may include planning studies, design, hydraulic/hydrologic studies, surveying, geotechnical investigations, infrastructure condition assessment, construction administration, inspection, materials acceptance testing, environmental planning, investigation and studies, and related support services for miscellaneous civil engineering projects involving the horizontal infrastructure at ANC.

SCHEDULE & PAYMENT

Begin/End: Two years from date of award, approximately, September 2009 through August 2011, with the option to add three additional one-year periods.

Estimated amount of proposed contract:

- | | | |
|---|---|--|
| ☐ less than \$100,000 | ☐ \$100,000 to \$150,000 | ☐ \$150,000 to \$250,000 |
| ☐ \$250,000 to \$500,000 | ☐ \$500,000 to \$1,000,000 | ☒ \$1,000,000 or greater |

Proposed Method(s) of Payment:

- | | | |
|--|---|---|
| ☐ Fixed Price Plus Expenses (FPPE) | ☐ Firm Fixed Price (FFP) | ☐ Cost Plus Fixed Fee (CPFF) |
| ☒ Other: Will vary with scope of work, as authorized by individual Project Notices to Proceed (NTPs) issued under this Term Agreement. | | |

SUBMITTAL DEADLINE AND LOCATION

OFFERORS ARE RESPONSIBLE TO ASSURE DELIVERY PRIOR TO DEADLINE (2 AAC 12.250).
ONLY PROPOSALS RECEIVED PRIOR TO THE FOLLOWING DATE AND TIME WILL BE OPENED.

DATE: August 7, 2009

PREVAILING TIME: 4:00 PM

HAND DELIVER ONLY DIRECTLY TO FOLLOWING LOCATION (and person, if named):

Emily K. Nelson, PSA Unit Supervisor
Alaska Department of Transportation and Public Facilities
4111 Aviation Avenue
Anchorage, Alaska 99502

IMPORTANT NOTICE: If you downloaded this solicitation from the State's Website, you must register with the Central Region Plans room to be placed on the planholders list and to receive subsequent addenda. Failure to register may adversely affect your proposal. It is the Offeror's responsibility to insure that he has received all addenda affecting this RFP. To be registered, call 269-0408 or fax 269-0402 and provide the project name & number, company name & contact person, address, phone number & fax number.

SELECTION PROCEDURE

1. Competitive Sealed Proposals will be evaluated by a committee (2 AAC 12, Article 4). Evaluation of responses to criteria set forth in Part C results in a numerical score for each proposal. Each criterion in Part C has an assigned weight for this RFP which demonstrates its relative importance. The total of all weights is 100 (100%). Each one- percent weight equates to a range of 0-5 points per Evaluator. The maximum points (score) obtainable for any proposal is equal to the product of 500 multiplied by the number of Evaluators.
2. Scoring of proposals will be accomplished as follows:
 - 2.1 Each Evaluator will individually read and rate each Offeror's response to each criterion described in Part C - Section I - Technical Proposal. Ratings will be based solely on contents of proposal and per the Contracting Agency's standard Instructions for Evaluation Committee. Except as may be stated within any criterion description in Part C, a rating of "5" = Best Response from all Offerors; "4" to "1" = Progressively Less Responsive; "0" = Non-Responsive. Ratings are multiplied by the assigned weights for each criterion to obtain criteria scores.
 - 2.2 After scoring Part C - Section I - Technical Proposal, criteria scores for Part C - Section II - Preferences, and Section III - Price (if applicable), will be determined as stated within such criteria descriptions.
 - 2.3 After completion of individual ratings, the Evaluation Committee will meet to discuss proposals. Evaluators may then alter their ratings; however, any changes shall be based solely on the criteria set forth in Part C.
 - 2.4 The total score for each Offeror will be obtained by summing the scores determined for each criterion in Sections I, II and III of Part C. The order of ranking for negotiations shall be as follows: highest scored Offeror will be ranked first, next highest scored second, and etcetera.
3. Evaluators may discuss factual knowledge of, and may investigate Offerors' and proposed Subcontractors' prior work experience and performance, including projects referenced in proposal, available written evaluations, etcetera, and may contact listed references or other persons knowledgeable of a Contractor's and/or a Subcontractor's past performance. Factors such as overall experience relative to the proposed contract, quality of work, control of cost, and ability to meet schedules may be addressed. If any issues of significant concern to the proposed contract are discovered, the Committee may:
 - 3.1 Provide written recommendations for consideration during contract negotiations;
 - 3.2 Conduct discussions in accordance with paragraph 4, below.
4. The Committee may decide to conduct discussions (or "interviews") with responsible Offerors whose proposals are determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements (AS 36.30.240 & 2 AAC 12.290). Offerors selected by the Committee for discussions may be permitted to submit Best and Final Offers (BAFO) for final Committee Evaluation. After discussions and any BAFO's, Evaluators will determine the final scoring and ranking for contract negotiations by evaluating written and oral responses using only the criteria set forth in Part C of this RFP (2 AAC 12.260(b)).
5. All Offerors will be advised of the Offeror selected for negotiation and, after completion of negotiations, a Notice of Intent to Award will be provided to all Offerors. If contract negotiations are unsuccessful with Offeror(s) selected for negotiation, the Contracting Agency may either cancel the solicitation or negotiate with other Offerors in the order of ranking.

NOTICES

PART

A

1. The Contracting Agency is an equal opportunity employer.
2. Copies of contract documents are available for review at the Contracting Agency's office. Offerors located outside the general vicinity of the Contracting Agency's office may telephone the Agency Contact identified on page one of this Part A for a discussion of such items.

General Conditions of the Professional Services Agreement are contained in the Small Procurement Standard Provisions Booklet, which is located on the Department's WEB site. To view or download the booklet, follow these steps:

- A. log on to the web page at www.dot.state.ak.us
- B. select Procurement
- C. select Professional Services, Construction Related
- D. select Small Procurement Standard Provisions Booklet

The General Conditions are the **same** for both Competitive Sealed Proposals and Small Procurements.

3. Offerors are specifically advised that a contract shall not be in effect until a written agreement is executed by an authorized agent of the Contracting Agency. The Contracting Agency shall not be liable for any cost incurred by an Offeror in response to this solicitation, including any work done, even in good faith, prior to execution of a contract and issuance of a Notice to Proceed.
4. The Contracting Agency expressly reserves the right to waive minor informalities, negotiate changes or reject any and all proposals and to not award the proposed contract, if in its best interest. "Minor Informalities" means 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 Offerors (2 AAC 12.990).
5. All proposals shall be open for public inspection (AS 36.30.230) after a Notice of Intent to Award is issued. Offerors should not include proprietary information in proposals if such information should not be disclosed to the public. Any language within a submittal purporting to render all or portions of a proposal confidential will be disregarded. Proprietary information which may be provided after selection for contract negotiations will be confidential if expressly agreed to by the Contracting Agency (AS 36.30.230).
6. Substitution for any personnel named in a proposal may result in termination of negotiations.
7. If it is discovered that a selected Offeror is in arrears on taxes due the State of Alaska, a contract may not be awarded until the Alaska Department of Revenue approves the payment provisions for the contract.
8. **Offerors and proposed subcontractors shall be in compliance with the statutory requirements for Alaska licensing included in the certification statement on Page 2 of Part D in this RFP package. Non-compliance shall result in rejection of proposal.**
9. **PRICE COMPETITION:** Price cannot be an Evaluation Criterion in accordance with Article 3 of AS 36.30 for services that must be performed only by Architects, Engineers or Land Surveyors (A/E or LS) licensed in the State of Alaska, UNLESS the provisions of AS 36.30.270(d) apply; i.e., unless the services required are repetitious in nature, and the nature and amount of services required are thoroughly defined by measurable and objective standards to reasonably enable firms or persons making proposals to compete with a clear understanding and interpretation of the services required. Also, a majority of the evaluation committee must be registered in Alaska to perform architectural, engineering, or land surveying services.
 - 9.1 If the services performed do not require an A/E or LS, then all Offerors including any A/E or LS must provide Price Proposals in accordance with AS 36.30.270(b) and 2 AAC 12.260(c).
 - 9.2 Price (or any estimate of labor hours) cannot be an Evaluation Criterion for contracts that will receive funding from the Federal Aviation Administration (FAA) per 49 CFR 18.36(t) and AC 150/5100-14D, para 2-8(j). Exception: Price must be an Evaluation Factor for Real Estate Appraisal services (AS 36.30.250(d) and FAA AC 150/5100/14D, para 2-4(c)).
10. An audit of the selected Offerors' and proposed Subcontractors' cost accounting systems and business records may be required to ascertain if systems are adequate for segregating contract costs; to establish a maximum allowable Indirect Cost Rate for the Agency's negotiator; and to investigate the accuracy of proposed labor rates and unit prices. In order

not to unduly delay contract negotiation or award, be prepared to submit Pre-Audit Statement, DOT&PF Form 25A257 immediately for your firm and any subcontract which may exceed \$100,000. If selected for negotiation, failure to submit properly completed Pre-Audit Statement(s) in a timely manner may disqualify an Offeror from further consideration. Information from Pre-Audit Statements and any Audit conducted for the Contracting Agency is considered proprietary and will be confidential.

11. Standard insurance provisions for Worker's Compensation, General and Automobile Liability, and Professional Liability are contained in DOT&PF Form 25A269, Indemnification and Insurance. Coverages may be modified under very limited circumstances. Offeror should not assume any modification of coverages.

12. Professional Liability Insurance for the proposed contract: ☐ is not required

☒ is required as shown on DOT&PF Form 25A269.

13. The proposed contract ☒ will ☐ will not be a Federally Assisted Program of the U.S. Department of Transportation. If it will be an assisted program, then the Offeror shall insert the following notification in all subcontract solicitations for bids or proposals pertinent to this RFP:

"In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, CFR, U.S. Department of Transportation (U.S. DOT), Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. DOT issued pursuant to such Act, in any Subcontract entered into pursuant to this RFP, Disadvantaged Business Enterprise firms will be afforded full opportunity to submit bids or proposals and will not be discriminated against on the grounds of race, color, sex, or national origin, in consideration for an award.

14. Pre-proposal Conference: ☒ None ☐ As follows:

15. Special Notices:

15.1 Per Alaska Statute (AS) 36.30.210(e): An Alaska Business License is required of Contractors who do business in Alaska and is a prerequisite to Proposal. Offerors should be aware of this requirement and are advised that proof of application for an Alaska Business License will satisfy this requirement. Information regarding applying for an Alaska Business License can be found on-line at <http://www.dced.state.ak.us/off/home.htm> or by calling 1-907-465-2550. Section 12 AAC 12.020(g) of the Alaska Administrative Code further specifies that the business license must be in the name of the company under which the proposal is submitted. This is a requirement regardless of funding source. If an Offeror fails to comply with this requirement, their proposal will be rejected as non-responsive.

15.2 Based on guidance from the US Department of Transportation's General Counsel, effective January 10, 2006, the Alaska Department of Transportation and Public Facilities implemented a Race Neutral Disadvantaged Business Enterprise (DBE) program by setting 0% project goals on all highway, mass transit and airport projects. Contractors are encouraged to continue using DBE participation on highway, mass transit and airport projects as appropriate. Any questions about this notice may be directed to the Civil Rights Office, 907-269-0850.

15.3 Total payments under this agreement shall not exceed \$3,000,000. Payments under any one Notice to Proceed (NTP) will generally not exceed \$200,000.

15.4 The Initial contract will be for 2 years. The Contracting Agency reserves the right to extend for three additional one (1) year periods. In addition, the Contracting Officer may authorize an extension of one additional year to complete any work issued during the contract period of performance. This year will be to finish existing NTPs only.

15.5 The State in no way implies or warrants that any potential projects eligible for accomplishment under this agreement will be funded. If any of the projects are funded, the State reserves the right to accomplish any or all of the work by other means than with this term agreement, including the use of in-house forces.

15.6 The workload forecast for this contract is unknown. The work performed under the existing term contract is expected to be representative of the forecasted tasks. A Summary of work performed over the past five years includes the following:

ANC Drainage Improvements	Program Scope and Development
Environmental Assessment – Lot 18a, Block 6	ANC Environmental Monitoring
North Tug Road Extension and C Parking Imprv.	AIMS Map Update
NWS Phase II ESA	2005 Aerial Photography
Lake Hood/Spenard Bank Stabilization	ANC SPCC Plan Update
Soil Storage Cell Removal	2006 Aerial Photography
East Airpark Drainage Analysis	West 50 th Limited Site Investigation
North Terminal Commercial Lane Improvements	South Airpark Access Design Study
SWPPP Revision for New MSGP	Auxiliary Parking Lot Improvements
Environmental Site Assessment & Characterization-Alaska Aviation Heritage Museum	
Markair Groundwater Well Installation & Monitoring	
Parking Control Building Sewer Improvements	
ANC Digital Orthophoto (2008)	ANC Storm Drain Inspections
Lake Hood/Lake Spenard Lake Level Evaluation	Runway 7R Culvert Corrosion Analysis

SUBMITTAL CHECKLIST

PART

B

Offeror may use left margin to check off items when completed.

Prime Contractor shall have a current Alaska Business License on date of submittal, reference item 1, page 2, Part D.

- [] 1. Offerors must carefully review this RFP Package for defects and questionable material and become familiar with submittal requirements. Submit written comments to the address shown under "Submittal Deadline and Location" on page 1 of Part A - RFP. Substantive issues will be addressed in a written addendum to all RFP recipients on record. Failure to comply with directions may result in lower score and may eliminate a submittal from consideration. Protests based upon any omission, error or content of this solicitation may be disallowed at the discretion of the Contracting Agency if the protest is not received in writing at least ten Agency work days prior to the Submittal Deadline (2 AAC 12.565).
- [] 2. Review Part A - RFP and the proposed Statement of Services and any other attached or referenced materials. If no Statement of Services is attached, telephone the Agency contact person identified on page 1 of Part A.
- [] 3. Review Part C - Evaluation Criteria. Read each criterion in light of the proposed Statement of Services. Note any project specific criteria which may have been added or any changes to standard criteria descriptions which may have been made. Be aware of the assigned weight for each criterion. If a weight is not entered for any criterion on Part C, notify the Agency contact person. Plan your proposal to address the applicable criteria. Criteria Responses shall not exceed the number of pages stated below.
- [] 4. Prepare a distinct Response for each criterion that has a weight more than zero. Failure to respond directly to any criteria weighted more than zero will result in an evaluation score of zero for that criteria. Any Responses to criteria weighted zero will be disregarded. Acceptable Responses must be specific and directly related to the Contracting Agency's proposed Statement of Services. Marketing brochures, federal standard forms 254 and 255, marketing resumes, and other non-project specific materials will be discarded without evaluation and should not be submitted.
- [] 5. ***Each criterion Response must be titled, numbered and assembled in the order in which the criteria are listed in Part C***, so the criterion to which information applies shall be plainly evident. Material not so identified or assembled may be discarded without evaluation.
- [] 6. Price ☐ is ☒ is not an evaluation criterion for the proposed contract.
If Price is a Criterion, prepare ***Billing Rates and/or Price Proposals*** as described in Criteria #13 and/or #14.
- [] 7. Complete all entries on Part D - Proposal Form. Note the statutory requirements for Alaska Licenses and be sure to sign and date the Certification. Copies of licenses may be provided with submittal, and will not count in the requirements of #8 below.
- [] 8. Attach Criteria Responses (***except any Billing Rates or Price Proposals***) to Part D - Proposal Form. The maximum number of attached pages (***each printed side equals one page***) for Criteria Responses shall not exceed: **Ten (10)**. Attached page limit does not include Part D - Proposal Form or any Billing Rates or Price Proposals.

Criteria Responses shall be presented in **8-1/2" X 11" format**, except for a minimal number of larger sheets (e.g. 11" x 17") that may be used (e.g. for schedules) if they are folded to 8-1/2" X 11" size. Large sheets will count as multiple pages at 93.5 square inches or fraction thereof per page.

CAUTION: Criteria Responses which do not comply with the required page limit or presentation size, may result in disqualification. Further, small print or typeface that is difficult to read may negatively influence evaluation of your submittal and affect scoring for "Quality of Proposal."

CHECKLIST IS CONTINUED NEXT PAGE

[] 9. N/A

[] 10. Parts A, B and C of Form 25A270 and the proposed Statement of Services shall not be returned to the Contracting Agency. **Submittals shall consist of the following applicable items assembled as follows and in the order listed:**

[] 10.1 Completed Part D - Proposal Form (generally at least one copy with original signature) and Responses to all evaluation criteria -- **except Billing Rates or Price Proposals** -- attached. Each copy shall be fastened with one staple in the upper left corner. No other form of binding shall be used and no cover and no transmittal letter will be included. **CAUTION:** Failure to comply with this instruction will negatively influence evaluation of Submittal.

[] 10.2 Number of copies of Part D (**all pages**) and Criteria Responses (**except Billing Rates or Price Proposals**) required is: **Five (5)**.

[] 10.3 If **Billing Rates and/or Price Proposals** are required, **one copy** bound with one staple in the upper left corner separately enclosed in a sealed envelope marked on the outside to identify it as a **Billing Rates or Price Proposal** and the names of the Project and Offeror. Each **Billing Rates or Price Proposal** must be signed and dated by the person who prepares it (may be different signatures for each Subcontractor).

[] 10.4 If Item 9, above, is completed for this RFP Package, any submittal items described therein. Unless otherwise stated, one copy only, bound appropriately.

[] 10.5 Pre-Audit Statement, DOT&PF Form 25A257, shall **not** be provided with Submittal. (See Notice #10 on page 3 of Part A - RFP.)

[] 10.6 **CAUTION:** If you replicate (other than by photocopy) Part D or any form in lieu of completing the forms provided by the Contracting Agency, provide a signed certification that lists such forms and attests that they are exact replicas of that issued by the Contracting Agency. Changed forms may result in rejection at the Contracting Agency's discretion. Any alteration - other than completion of the required entries - may be cause for rejection without recourse.

[] 11. Deliver **submittals in one sealed package** to the location and before the submittal deadline cited in Part A - RFP. **Mark the outside of the package** to identify the Project and the Offeror. Proposals must be received prior to the specified date and time. Late proposals will not be opened (2 AAC 12.250).

EVALUATION CRITERIA

PART

C

Criteria with a weight of zero are not applicable and should be disregarded. If a weight is not indicated for any criterion, telephone the Agency Contact person identified at the top of page 1 of Part A - RFP.

SECTION I - TECHNICAL PROPOSAL

1. Objectives and Services

1. Weight: 10

Response must **demonstrate your comprehension of the objectives and services** for the proposed contract. Do not merely duplicate the Statement of Services provided with this RFP. Also, consider if Statement of Services is sufficiently explicit; are expressed or implied schedules attainable/economically feasible; etcetera? Explain. **Define any assumptions made** in formulating Criteria Response. If design services for a construction project are included, express any opinions regarding alternative design considerations that could impact construction costs.

2. Methods

2. Weight: 10

Response must outline the methods for accomplishing the proposed contract or, if methodology is contained in the proposed Statement of Services, address its adequacy. Describe what, when, where, how, and in what sequence the work will be done. Identify the amount and type of work to be performed by any Subcontractors. Consider how each task may be carried out; what services or interaction required from/with the Contracting Agency; etcetera. Suggest alternatives, if appropriate. Identify any **distinct and substantive qualifications** for undertaking the proposed contract such as the availability of specialized equipment or unique approaches or concepts **relevant to the required services** which the firms may use.

3. Management

3. Weight: 10

Response must describe the administrative and operational structures that will be used for performing the proposed contract. For example consider: who will have overall responsibility for the contract? Who will have direct responsibility for specific disciplines? What will the lines of authority be? For any individual who would be in "responsible-charge" (reference AS 08.48) as an Architect or Chemical, Civil (including Structural), Electrical, Mechanical, Mining or Petroleum Engineer, or Land Surveyor, so state and list his/her Alaska professional registration number. A graphic depiction is preferred in your response to this criterion. Additionally, the Contracting Agency may want to inspect work products in progress and have a close ongoing working relationship with your Project Staff. Accordingly, your response should also identify where the various contract services will be performed and how communications will be maintained between your Project Staff, the Contracting Agency, and (as applicable) any other government agencies or the public.

4. Proposed Project Staff

4. Weight: 30

Response must name the individuals to perform the following **FUNCTIONS** plus any other professional/technical functions you deem essential to perform the services:

1. Contract Management (contract compliance)
2. Project Management (single point-of-contact directly engaged in contract performance)
3. Electrical Engineering*
4. Civil Engineering*
5. Technical Specialties (Geotechnical, Utilities, Quality Assurance)
6. Aerial Photography and Digital Mapping*
7. Cost Estimating
8. Airport Planning

*All personnel acting in responsible charge for all Architectural, Engineering and Land Surveying functions require Alaska Registration and must be identified in your proposal.

Continued Next Page

Describe the work to be performed by the individuals you name to perform essential functions and detail their specific qualifications and substantive **experience directly related to the proposed contract**. A response prepared specifically for this proposal is required. Marketing resumes often include non-relevant information which may detract from the evaluation of proposal. Lists of projects are not useful. Focus on individual's specific duties and responsibilities and how project experience is relevant to the proposed contract.

For each person named, identify their: employer, professional discipline or job classification and state of residency. List at least 3 professional references (contact persons and telephone numbers) for each person.

5. Workload and Resources

5. Weight: 10

Response must: (1) discuss both current and potential time commitments of your proposed Project Staff to all clients; (2) discuss the projected workload of each firm (Offeror and Proposed Subcontractors) for all clients; and (3) demonstrate adequate support personnel, facilities and other resources to provide the services required. Provide a list of current contracts with the Contracting Agency in which your proposed Project Staff are participating. Include all contracts statewide with regions, divisions, etc., of the Contracting Agency.

Briefly address capabilities for providing additional services and/or services under an accelerated schedule. Address capacity to reassign personnel, equipment and facilities whenever the proposed contract would not require such capabilities or was delayed.

6. Past Performance

6. Weight: 20

Response must describe previous projects that the project team has worked on that are related to airfield planning, drainage analysis, highway design, and aviation design, and are similar in size (up to \$200,000) and scope to projects that may be accomplished under this Term Agreement. Describe the dollar amount of the projects and a brief narrative of the successes encountered. Address how the experience will help your team to perform under this Term Agreement and provide references (contact name and phone number) for each project. Indicate which of the proposed firms and project staff were involved in each project. The State reserves the right to investigate referenced projects, contact references and research other projects that the respondent has worked on.

7. Quality of Proposal

7. Weight: 5

Offerors do not respond to this criterion. Committee members will rate this criterion based on their perception of the clarity, completeness and presentation of submittal. Note: This criterion is **NOT** used to evaluate color, graphics or other visual techniques except as they may detract from legibility.

PART

C

8. N/A

8. Weight: 0

9. N/A

9. Weight: 0

SECTION II - PREFERENCES

10. Disadvantaged Business Enterprises**23 CFR 172.5(b)****10. Weight: 0****Weight shall be at least "10" for FHWA or FAA funded contracts.**

To be granted this preference, Offeror's response must: 1) identify certified Disadvantaged Business Enterprises (DBEs) which would participate in the proposed contract; 2) explain the work to be performed by the DBEs; 3) demonstrate the extent of total contract requirements of such participation (consider effort, compensation, staff, etc.); and, 4) **list each DBEs' DOT&PF certification number under the designated column on page one of Part D.**

Certified DBE firms are listed in a DBE Directory which is available from the Alaska Department of Transportation and Public Facilities at its regional Design and Construction Offices in Juneau, Anchorage and Fairbanks or by mail from the Civil Rights Office, ADOT/PF, Box 196900, Anchorage, AK 99519 (telephone 907-269-0851) or at their internet address <http://www.dot.state.ak.gov/cvlrts/index.shtml>. DBE firms are issued a Certification Number which is listed in the Directory and which must be cited in proposals seeking DBE recognition.

Response will be scored: Rating x Number of Evaluators x Weight = Criterion Score. Rating will be as follows: "5" - All services by DBE; "3" - Considerable DBE participation; "1" - Minor DBE participation; "0" - No DBE participation.

11. Geographic Location**Reference AS 36.30.270(a)(1), 49 CFR 18.36(c)(2)**

& FAA AC 150/5100-14D, Para 2-7. Weight shall be "0" if any federal funding EXCEPT if services must be performed by licensed Architects, Engineers or Land Surveyors, then Weight shall be greater than "0", regardless of funding sources.

11. Weight: 5

Established local offices and staff residing in proximity to the **project** site are preferable for the proposed contract due to convenience, improved communications and reduced travel costs. Your response to this criterion must clearly identify the response to the following three questions. Non-responsive answers will be awarded a rating of zero (0).

1. *At the time the proposal was submitted did the lead Proposing Firm have an established office within 50 miles of the State designated location in the RFP from which the State's representative will manage/ coordinate the contract work?*
 - If "yes", score 1 point
 - If "no", score 0 points
2. *During the performance of contract work, what percentage of the time will the Proposer's Project Manager be working from an office that is within 50 miles of the State designated location?*
 - For more than 75% of the time, score 2 points
 - For 35% to 75% of the time, score 1 point
 - For less than 35% of the time, score 0 points
3. *What percentage of the contract work will be performed within Alaska?*
 - For more than 75% of the work, score 2 points
 - For 35% to 75% of the work, score 1 point
 - For less than 35% of the work, score 0 points

12. Alaska Bidder (Offeror) Preference**49 CFR 18.36(c)(2) & 2 AAC 12.260(e)****12. Weight: 0****Weight shall be "0" if any federal funding, otherwise weight shall be at least "10".**

To be granted this preference:

1) Response must certify that Offeror meets the following requirements per AS 36.30.170(b):

- (A) Firm holds a current Alaska Business License;
- (B) Proposal is submitted under the name as appearing on the Firm's current Alaska Business License;
- (C) Firm has maintained a place of business within Alaska, staffed by the Firm or an employee of the Firm, for a period of six months immediately preceding the date of the offer;
- (D) Firm is incorporated or qualified to do business under the laws of the State of Alaska, is a sole proprietorship, and the proprietor is a resident of Alaska, is a limited liability company organized under AS 10.50 and all members are residents of Alaska, or is a partnership under AS 32.05 or AS 32.11 and all partners are residents of Alaska; and
- (E) If the Firm is a Joint Venture, it is composed entirely of entities that qualify under (A) - (D).

2) Offeror must designate the Alaska Bidder (Offeror) Preference on page one of Part D.

Response will be scored: Rating x Number of Evaluators x Weight = Criterion Score. Rating will be as follows:

An Alaska Offeror's preference (i.e. a Rating of 5) will be assigned to the proposal of an Offeror who qualifies as an Alaska bidder using the criteria in 1), above.

No Alaska Offeror's preference (i.e. a Rating of 0) will be assigned to the proposal of an Offeror who does not certify that it qualifies as an Alaska bidder or who does not qualify as an Alaska bidder using the criteria in 1), above.

SECTION III - PRICE

If price is not an Evaluation Criterion, weights for both Criterion #13 and #14 shall be "0". If price is an Evaluation Criterion, the sum of weights for Criterion #13 and #14 shall be at least "10", and all Offerors shall submit Price Proposals in the specified format(s).

See item #9, under Notices in Part A - RFP, regarding statutory and regulatory provisions about price competition and item #10.3, in Part B - Submittal Checklist, regarding procedure for submittal of Billing Rates and/or Price Proposals. Cost terminology is explained on page 2 of the Pre-Audit Statement (DOT&PF Form 25A257).

CAUTION: Submittal of Offeror's or Subcontractor's "standard" rate schedules or other pricing documents which are not in required format will be non-responsive if they do not allow direct comparison with other responsive proposals.

Rates and costs proposed by the Offeror selected for contract negotiations may be investigated for reasonableness and allocability in accordance with AS 36.30.400, .420 & .480, 2 AAC 12.550 and the contract cost principles in 48 CFR Part 31. Unsupported rates and costs may be disallowed or result in termination of negotiations, or contract award. All proposed rates and the negotiated contract rates will be public information.

13. Labor Billing Rates (Required Format)

13. Weight: 0

Provide a proposed total hourly Billing Rate (i.e. inclusive of Direct Cost of Direct Labor, all Indirect Costs, and Fee) only for each of the job **FUNCTIONS** listed below. Note: Some of these functions may be performed by one or more employees of the Offeror or Subcontractors; consequently, an individual might be billed under the contract at different rates appropriate to the functions performed. **Only the maximum rate paid to any individual for each listed job function** - regardless of employer (Offeror or Subcontractor) - **must be provided and will be considered for this response**. Rates for lower paid individuals or for other job functions, if any, will be addressed during contract negotiations.

1. Contract Management	(Estimated at	% of total labor effort)
2. Project Management	(Estimated at	% of total labor effort)
3.	(Estimated at	% of total labor effort)
4.	(Estimated at	% of total labor effort)
5.	(Estimated at	% of total labor effort)

Response will be scored as follows: The maximum hourly rates proposed for the job functions listed above will be multiplied by the percentage of total labor effort (estimated above) and then summed to obtain an aggregate rate for each Offeror. If more than one rate is provided for any job function, only the highest rate will be used. Each Offeror's score will be calculated using the following equation - except that the **score will be zero if a rate for each listed function is not provided by an Offeror**.

$$\frac{(\text{Lowest aggregate rate from all Offerors}) \times (\text{MPP}^*)}{(\text{Offeror's aggregate rate})} = \text{Offeror's Criterion Score}$$

$$^*\text{MPP} = \text{Maximum Possible Points} = (5) \times (\text{Number of Evaluators}) \times (\text{Weight})$$

If no federal funding, then per AS 36.30.250(b), aggregate rates shall be reduced for the above calculation by the following applicable percentages (maximum 20%) when the rates are from Offerors that **designate preferences on page one of Part D**.

- ALASKA BIDDER (OFFEROR) PREFERENCE [2 AAC 12.260(d)] 5%
and only ONE of the following:
- EMPLOYMENT PROGRAM PREFERENCE [AS 36.30.170(c)] 15%
- DISABLED SOLE PROPRIETOR OR 50% DISABLED EMPLOYEES [AS 36.30.170(e & f)] 10%

To claim employment or disabled preference, Offeror must be on the appropriate Alaska Division of Vocational Rehabilitation list at the time designated for opening (i.e., receipt) of proposals.

Sign _____ Date _____

14. Total Price Proposal (Required Format)**14. Weight: 0****PART****C**

Provide proposed costs for all labor, subcontracts, equipment, expenses, etc., and a proposed amount for Fee. Submit a separate price proposal in the following format for the Offeror and for each Subcontract (first, second, third tier, etc.) that may exceed \$25,000. Each price proposal must be signed and dated by the person who prepares it. Note that the PRICES of the next lower tier subcontracts must be listed as COSTS in Item #4 (Other Direct Costs) of the price proposal for the next higher tier contractor so that the price of all subcontracts "roll-up" into the Offeror's total price proposal.

1. Show project title, project number, and Offeror or Subcontractor Name.

2. **Direct Costs of Direct Labor (DCDL)**

Show the estimated costs for each job classification of employees proposed for the contract. List under the following headings. Names required only for key staff and/or persons in "responsible-charge" (ref.: AS 08.48). **Hourly Rates must not include Indirect Costs or Fee.**

Job Classification	Name	Total Hours	Rate(\$/hr)	Proposed Costs (\$)
				Total DCDL: \$ _____

3. **Indirect Costs (IDC)**

These costs include what are generally referred to as 1) Fringe Benefits and 2) Overhead (including direct and indirect costs of Indirect Labor). Show the Proposed IDC Rate as a percentage of Direct Costs of Direct Labor and the product (IDC Amount) of that Rate multiplied by the total DCDL.

IDC Rate: _____ % IDC Amount: \$ _____

4. **Other Direct Costs (ODC)**

These costs include: subcontracts, equipment (company owned or rented), and reimbursable expenses (e.g.: transportation, food and lodging, reproduction, etc.) - if not included in Indirect Costs. List proposed costs under the following headings. If multiples of an item required, list the proposed quantity, unit rate, and total cost for each. **Costs must be based on actual costs to the offeror or the subcontractor, without any profit or other markup.**

Item	Quantity	Cost (\$/Unit)	Proposed Costs (\$)
			Total ODC: \$ _____

5. **Total Proposed Cost**

Sum of DCDL + IDC + ODC

Total Cost: \$ _____

6. **Proposed Fee**

List a proposed amount (Contract Fee is generally negotiated using a structured Fee analysis of proposed costs).

Proposed Fee: \$ _____

7. **Total Proposed Price**

Sum of Total Proposed Cost plus Proposed FEE.

Total Price: \$ _____

Response will be scored as follows:
$$\frac{(\text{Lowest Total Proposed Price}) \times (\text{MPP}^*)}{(\text{Offeror's Total Proposed Price})} = \text{Criterion Score}$$

*MPP = Maximum Possible Points = (5) x (Number of Evaluators) x (Weight)

If no federal funding, then per AS 36.30.250(b), total price shall be reduced for the above calculation by the following applicable percentages (maximum 20%) when the prices are from Offerors designate preferences on page one of Part D.

* ALASKA BIDDER (OFFEROR) PREFERENCE [2 AAC 12.260(d)]	5%
and only ONE of the following:	
* EMPLOYMENT PROGRAM PREFERENCE [AS 36.30.170(c)]	15%
* DISABLED SOLE PROPRIETOR OR 50% DISABLED EMPLOYEES [AS 36.30.170(e & f)]	10%

To claim employment or disabled preference, Offeror must be on the appropriate Alaska Division of Vocational Rehabilitation list at the time designated for opening (i.e., receipt) of proposals.

Sign _____ Date _____

CERTIFICATION FOR ALASKA BUSINESS LICENSES AND REGISTRATIONS

Contractor and all Subcontractors shall comply with the following applicable requirements of Alaska Statutes:

1. **Alaska Business License** (Form 08-070 issued under AS 43.70) at the time designated for opening (i.e., receipt) of proposals as required by AS 36.30.210(e) for Contractor; and not later than five days after a Notice of Intent to Award as required by AS 36.30.210(a) and AS 36.30.250(a) for all Subcontractors. In accordance with Administrative Manual, Section 81.120, proof of application for an Alaska Business license will satisfy this requirement. Per AAM 81.120, acceptable evidence that the offeror possesses a valid Alaska business license consists of any one of the following:
 - a. Copy of the Alaska business license.
 - b. Certification on the bid or proposal that the bidder/offeror has a valid Alaska business license number and has written the license number in the space provided on the proposal.
 - c. A canceled check that demonstrates payment for the Alaska business license fee.
 - d. A copy of the Alaska business license application with a receipt stamp from the State's business license office.
 - e. A sworn notarized affidavit that the bidder/offeror applied and paid for the Alaska business license.
 - f. Other forms of evidence acceptable to the Department of Law.
2. **Certificate of Registration** for each individual to be in "responsible charge" (AS 08.48.341(14)) for Architecture, Engineering or Land Surveying (Form 08-2407 issued under AS 08.48.211) issued prior to submittal of proposal. Associates, consultants, or specialists under the supervision of a registered individual in "responsible charge" are exempt from registration requirements (AS 08.48.331).
3. **Certificate of Authorization for Corporate Practice** for incorporated Contractors and incorporated Subcontractors for Architecture, Engineering or Land Surveying (Form 08-2407 issued under AS 08.48.241). Corporations offering to provide Architectural, Engineering or Land Surveying services do not need to be registered for such disciplines at the time proposal is submitted provided they obtain corporate registration before contract award (AS 08.48.241).
4. **Certificate of Incorporation** (Alaska firms) or **Certificate of Authorization for Foreign Firm** ("Out-of-State" firms). All corporations, regardless of type of services provided, must have one of the certificates (AS 10.06.218 and other sections of Title 10.06 - Alaska Corporations Code).
5. **Current Board of Director's Resolution** for incorporated Contractors and incorporated Subcontractors for Architecture, Engineering or Land Surveying (reference AS 08.48.241) which names the person(s) designated in "responsible charge" for each discipline. Such persons shall be licensed in Alaska and shall participate as project staff in the Contract/Subcontracts.
6. **All partners** in a Partnership to provide Architectural, Engineering, or Land Surveying **must be legally registered in Alaska** prior to submittal of proposal for at least one of those disciplines (AS 08.48.251) which the Partnership offers.
7. **Joint Ventures**, regardless of type of services provided, must be licensed/registered in the legal name of the Joint Venture as used in this proposal (AS 43.70.020 and 43.70.110(4)).
8. **Contracts for Architecture, Engineering or Land Surveying** may not be awarded to individuals, corporations or partnerships not in compliance, respectively, with the provisions of paragraph 2, 3, and 6, above (AS 39.90.100).

[For information about licensing, Offerors may contact the Alaska Department of Commerce and Economic Development, Division of Occupational Licensing at P.O. Box 110806, Juneau, AK 99811-0806, or at Telephone (907) 465-2550, or at Internet address: <http://www.dced.state.ak.us/occ/buslic.htm>.]

CERTIFICATION FOR INSURANCE

Contractor will ensure that it and all Subcontractors have insurance coverage to effectuate the requirements of DOT&PF Form 25A269, Indemnification and Insurance.

CERTIFICATION FOR FEDERAL-AID CONTRACTS EXCEEDING \$100,000

The individual signing this proposal certifies to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

This certification is a material representation of fact upon which reliance will be placed if the proposed contract is awarded. Submission of this certification is a prerequisite for making or entering into the proposed contract imposed by Section 1352, Title 31, U.S. Code. The Contractor also agrees by submitting this proposal that Contractor shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such Subcontractors shall certify and disclose accordingly.

CERTIFICATION - COST AND PRICING DATA

In accordance with AS 36.30.400, any cost and pricing data submitted herewith, or in any future price proposals for the proposed contract, will be accurate, complete and current as of the date submitted and will continue to be accurate and complete during the performance of the contract, if awarded.

CERTIFICATION – TRADE RESTRICTIONS AND SUSPENSION AND DEBARMENT

The individual signing this proposal certifies to the best of his or her knowledge that the Contractor and any subcontractors are in compliance with DOT&PF 25A262 Appendix A, General Conditions, Article A25 and Article A26.

CERTIFICATION - FOREIGN CONTRACTING

By signature on this solicitation, the offeror certifies that all services provided under this contract by the Contractor and all subcontractors shall be performed in the United States. Failure to comply with this requirement may cause the state to reject the bid or proposal as non-responsive, or cancel the contract.

CERTIFICATION – FORMER PUBLIC OFFICER

Any proposer listing as a member of the proposer's team a current public officer or a former public officer who has left state service within the past two years must submit a sworn statement from that individual that the Alaska Executive Branch Ethics Act does not prohibit his or her participation in this project. If a proposer fails to submit a required statement, the proposal may be deemed nonresponsive or nonresponsible, and rejected, depending upon the materiality of the individual's proposed position.

The Ethics Act bars a public officer who leaves state service from representing, advising or assisting a person for compensation regarding a matter –

that was under consideration by the administrative unit in which the officer served, and

in which the officer participated personally and substantially through the exercise of official action,

for two years after leaving state service. See AS 39.52.180(a). "Public officer" includes a state employee, a member of a state board and commission, and a trustee of the Exxon Valdez Oil Spill Trust. "Official action" means a recommendation, decision, approval, disapproval, vote, or other similar action or inaction. Possible remedies for violating the bar include penalties against the former public officer and voiding the state grant, contract or lease in which the former public officer is involved.

Additionally, former public officers may not disclose or use information acquired in the course of their official duties that could in any way result in a benefit to the former public officers or their families, if the information has not been disseminated to the public or is confidential by law, without appropriate authorization. See AS 39.52.140.

Each current or former public officer is responsible for determining whether he or she may serve in the listed capacity on this project without violating the Ethics Act. A form that a former public officer may use to certify their eligibility is attached. Current public officers may seek advice from their designated ethics supervisors concerning the scope and application of the Ethics Act. Former public officers may, in writing, request advice from the Office of the Attorney General, Ethics Attorney concerning the application of the Ethics Act to their participation in this project. It is the responsibility of the individual and the proposer to seek resolution in a timely manner of any question concerning the individual's eligibility.

PRE-AUDIT STATEMENT

(Confidential when completed)

Submit this form, completed and with required attachments, **only** if specifically requested, and **only** to the following address: DOT&PF, Attn: Office of Internal Review, PO Box 196900, Anchorage, AK 99519-6900 OR to fax number: (907) 269-0733. Confidentiality may not be ensured if delivered otherwise.

Evaluation of this statement may preclude the necessity for a comprehensive on-site audit of Contractor's records. Entries may be handwritten, if legible.

1. Identify your financial year including beginning and ending dates.....:
2. List your actual costs, by the following categories, for your most recently ended fiscal year. Cost Terminology is defined on the reverse.
 - 2a. Direct Labor..... \$
 - 2b. Attach a Trial Balance with grouping of accounts used to arrive at the following Indirect Cost amounts:
Fringe Benefits\$
General & Administrative Expenses.....\$

Sum..... \$
 - 2c. Indirect Cost Rate (Sum of 2b / 2a)..... Percent (%):
3. If your records have been audited within the last two years by a government agency, attach a copy of the Audit Report.
4. Attach copies of your most recent Internal and Audited (if performed by other than the Contracting Agency) Financial Statements.
5. Are your accounting methods for recording contract costs based on a job or project identified cost system?
[] Yes [] No If your response is "No", attach an explanation of your project cost accounting system.
6. If you charge projects based on unit rates (e.g.: for computer time, laboratory tests, copies or equipment use, etc.) attach a list of such items and unit rates.
7. Do you offset revenue received from unit rate payments against the applicable Indirect Cost Accounts?
[] Yes [] No

If you have questions concerning this document, please telephone our Auditors at (907) 269-0715.

CERTIFICATION

I certify that I am a duly authorized representative of the Contractor and that information and materials enclosed within this statement accurately represent financial records of the office listed below.

Signature: _____
Name: _____
Title: _____
Contractor: _____

Date: _____
Telephone: _____
Fax: _____

Office Address for which this Submittal is made:

Address where Accounting Records are maintained,
if not at Office Address:

Street: _____
P.O. Box: _____
City, State, Zip: _____

:
:
:

COST TERMINOLOGY

DIRECT LABOR - Base salary or wages paid to employees charged directly to contracts or projects.

OTHER DIRECT COSTS - Actual costs of other than Direct Labor. Some examples of Other Direct Costs are subcontracts, equipment (company owned or rented), unit rate items and reimbursable expenses (travel, computer charges, reproduction, etc.).

INDIRECT COST RATE - A computed rate developed by adding all of a firm's general and administrative costs, and all other indirect costs, then dividing by a base value, usually direct labor dollars to get a percentage. This rate is normally compiled based on the consultant's applicable fiscal year.

INDIRECT COSTS - Indirect costs consist of allowable expenses which, because of their incurrence for common or joint cost objectives, must be prorated (allocated) to jobs or contracts using a specified Indirect Cost Rate. A cost objective is a function, organizational subdivision, contract, project or work unit for which cost data is accumulated under the Contractor's accounting system. Generally, Indirect Costs are segregated into the following categories: Fringe Benefits and General & Administrative Expenses .

Fringe Benefits - Costs for items such as:

Workers' Compensation Insurance
Deferred Compensation/Retirement Plans

Vacation Time and Authorized Leave
Social Security and Unemployment Taxes
Group Medical Plan and Life Insurance Premiums

Overhead costs for items such as the following, if they are not included in Direct Costs:

Indirect Labor (Supervisory, Administrative, etc.)
Travel, Food and Lodging
Maintenance and Depreciation of Equipment/Computers
Business Insurance Premiums Not Billed to Clients
Rent, Heat, Power, Light and Janitorial Services

Office Supplies
Communications
Reproduction Costs
Recruiting Expense
Rentals of Equipment/Computers

UN-ALLOWABLE COSTS - Costs for the following items and certain other costs defined in 48 CFR Part 31 and related regulations are not allowable. Such costs shall not be included as Indirect Costs or in the calculation of the Indirect Cost Rate.

Alcoholic Beverages
Advertising
Interest and Other Financial Costs
Contributions and Donations
Federal Income Taxes
Goodwill

Organization Costs
Lobbying Costs
Bad Debts
Fines and Penalties
Entertainment
Keyman Insurance

NOTE: IF YOUR ACCOUNTING SYSTEM WHOLLY OR PARTIALLY ALLOCATES INDIRECT COSTS ON OTHER THAN A DIRECT LABOR BASIS, ATTACH A DESCRIPTION OF THE COST POOLS OR SERVICE CENTERS YOU USE AND IDENTIFY THE INDIRECT COSTS RATE(S) AND BASE(S).

INDEMNIFICATION AND INSURANCE

Appendix D in Professional Services Agreements

AKSAS Project No:	N/A (Term PSA)
Federal Project No:	N/A (Term PSA)
Date Prepared:	7/13/09

CONTRACTOR shall include the provisions of this form in all subcontracts which exceed \$25,000 and shall ensure Subcontractor's compliance with such provisions. -

ARTICLE D1 INDEMNIFICATION

D1.1 The CONTRACTOR shall indemnify, hold harmless, and defend the CONTRACTING AGENCY from and against any claim of, or liability for negligent acts, errors or omissions of the CONTRACTOR under this Agreement. The CONTRACTOR shall not be required to indemnify the CONTRACTING AGENCY for a claim of, or liability for, the independent negligence of the CONTRACTING AGENCY. If there is a claim of, or liability for, the joint negligent error or omission of the CONTRACTOR and the independent negligence of the CONTRACTING AGENCY, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "CONTRACTOR" and "CONTRACTING AGENCY", as used within this article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "Independent Negligence" is negligence other than in the CONTRACTING AGENCY's selection, administration, monitoring, or controlling of the CONTRACTOR and in approving or accepting the CONTRACTOR's Work.

D1.2 The CONTRACTOR shall exercise that degree of skill, care and judgment commensurate with the professional standards for the services of a similar nature. When such standards are in dispute, they shall be established by a panel of three qualified, impartial professionals objectively selected and appointed by the Appeals Officer.

D1.3 The CONTRACTOR shall correct, through re-performance at its expense, any services which are deficient or defective because of the CONTRACTOR's failure to perform said services in accordance with professional standards, provided the CONTRACTING AGENCY has notified the CONTRACTOR in writing within a reasonable time, not to exceed 60 days, of the discovery of any such deficiency during the performance of the services and within 12 months of the date of final payment under this Agreement.

ARTICLE D2 INSURANCE

D2.1 Without limiting the CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall purchase at its own expense and maintain in force at all times for the duration of this Agreement, plus one year

following the date of final payment, the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the CONTRACTOR's policy contains higher limits, the CONTRACTING AGENCY shall be entitled to coverage to the extent of such higher limits. Certificates of insurance must be furnished to the CONTRACTING AGENCY and incorporated into this Agreement with copies attached to this document. Certificates must provide for the CONTRACTING AGENCY to receive notice of any policy cancellation or reduction per AS 21.36 Sections 210-310. Failure to furnish certificates of insurance or lapse of the policy is a material breach and grounds for termination of the CONTRACTOR's services and may preclude other Agreements between the CONTRACTOR and the CONTRACTING AGENCY.

D2.1.1 Worker's Compensation Insurance: The CONTRACTOR shall provide and maintain, for all employees engaged in work under this Agreement, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal USL&H and Jones Act requirements. The policy(s) must waive subrogation against the State of Alaska.

D2.1.2 Commercial General Liability Insurance: Such policy shall have **minimum** coverage limits of \$300,000 combined single limit per occurrence or split limits of \$300,000 per person/\$500,000 per occurrence. The policy shall be written on an "occurrence" form and shall not be written as a "claims-made" form unless specifically reviewed and agreed to by the CONTRACTING AGENCY.

D2.1.3 Comprehensive Automobile Liability Insurance: Such policy shall have **minimum** coverage bodily injury liability limits of \$300,000 combined single limit per occurrence or split limits of \$300,000 per person/\$500,000 per occurrence. The policy shall cover all owned, hired and non-owned vehicles. In addition, it shall have a minimum of \$50,000 per occurrence property damage liability limits.

D2.1.4 Professional Liability (E&O) Insurance: Covering all negligent errors or omissions, and negligent acts, which the CONTRACTOR, Subcontractor or anyone directly or indirectly employed by them, make in the performance of this Agreement which result in financial loss to the State of Alaska. Limits required are per the following schedule:

MINIMUM LIMITS OF E&O INSURANCE

Contract Amount	Combined Single Limit, Per Occurrence & Annual Aggregate
Under \$25,000	As Available
\$25,000 to \$100,000	\$300,000
\$100,000 to \$499,999	\$500,000
\$500,000 to \$999,000	\$1,000,000
\$1,000,000 and over	Negotiable

D2.1.5 Professional Liability Insurance required for this Agreement is

\$ 1,000,000 minimum

ARTICLE D3**MODIFICATION OF INSURANCE REQUIREMENTS**

(Article D3 is completed only when some of the standard insurance coverages are not applicable.)

CONTRACTOR RELATED MODIFICATIONS

- D3.1 ☐ **Workers Compensation Insurance** is not required because the CONTRACTOR is an Independent Contractor, Sole Proprietor or Self-Employed Person having no employees in any sense of AS 23.30.045.
- D3.2 ☐ **Comprehensive or Commercial General Liability Insurance** is not required because the general public and clients do not have any business access to a place of business or home office maintained by the CONTRACTOR.
- D3.3 ☐ **Comprehensive Automobile Liability Insurance** is not required because only public transportation, or a rented passenger vehicle with business use insurance, will be used to accomplish requirements of this Agreement.

PROJECT RELATED MODIFICATIONS FOR E&O COVERAGE

When services may apply to fire, life safety or structural aspects and/or wherever the services should safeguard life, limb, health or property, Professional Liability Insurance shall be required.

(E&O Coverage may be waived only if it was specifically not required within the solicitation for proposals.)

- D3.4 ☐ **Professional Liability (E&O) Insurance** is not required because: 1) the CONTRACTING AGENCY's use of the services or Work products obtained from the CONTRACTOR will not result in significant exposure to any third party claims for loss or damage; and 2), the CONTRACTOR services will not apply to any construction, alteration, demolition, repair or direct use of any highway, airport, harbor, building or other structure.
- D3.5 ☐ **Professional Liability (E&O) Insurance** is not required because this Agreement is for one of the following applicable (*checked*) services for which E&O coverage is not needed:
- ☐ Right-of-Way Fee Appraisals
 - ☐ Photogrammetric Mapping Services
 - ☐ Architectural/Engineering review of Construction Bid Documents wherein design responsibility clearly remains with the designer of record.

OTHER BASIS FOR MODIFICATIONS

(Requires written concurrence from Division of Risk Management)

- D3.6 ☐ Attached Exhibit D-1 identifies and provides justification for insurance modifications.

Above *checked* modifications of the insurance requirements specified in Article D2 are hereby approved:

CONTRACTING OFFICER Signature: _____ Date: _____
Name: _____
Title: _____

**PROPOSED STATEMENT OF SERVICES
APPENDIX B
ANC 2009 Civil Engineering Services Term Agreement**

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ARTICLE B1
INTRODUCTION

B1.1 Project Location and Area. Ted Stevens Anchorage International Airport (ANC).

B1.2 Scope of Services. Under this term agreement, the CONTRACTOR shall provide civil engineering and related services in support of ongoing maintenance, upkeep and improvements at the Ted Stevens Anchorage International Airport (ANC). Services may include planning studies, design, hydraulic/hydrologic studies, surveying, geotechnical investigations, infrastructure condition assessment, construction administration, inspection, materials acceptance testing, environmental planning, investigation and studies, and related support services for miscellaneous civil engineering projects involving the horizontal infrastructure at ANC.

B1.3 There is no guarantee that the Contractor will be required to provide all of the services detailed in this Statement of Services or that the Contractor will incur all of the costs for said services as estimated in Appendix C.

ARTICLE B2
GENERAL ADMINISTRATIVE REQUIREMENTS

B2.1 General. This Contract shall be performed in accordance with the requirements and conditions specified in this Statement of Services.

B2.2 Task Authorizations. The Contractor shall provide services as identified and authorized by each Notice-to-Proceed (NTP). A NTP may authorize only a portion of a task, a complete task, or a group of tasks concurrently. Prior to issuance of a NTP, the Contractor and Contract Manager shall discuss the scope and budget for each task to be authorized based upon the most current information. The Contractor shall not perform services or incur billable expense except as authorized by a NTP. The Contracting Agency makes no guarantee that all tasks will be accomplished and reserves the option to terminate the Agreement at anytime, irrespective of whether a certain task or tasks have been completed.

B2.3 Project Staff. All services must be performed by or under the direct supervision of the following individuals (replacement of, or addition to, the Project Staff named below shall be accomplished only by prior written approval from the Contracting Agency):

<u>Name</u>	<u>Company</u>	<u>Project Responsibilities</u>
		Contract Manager
		Project Manager
		Civil Engineer
		Electrical Engineer
		Geotechnical Engineer
		Environmental Specialist
		Planner
		Surveyor

B2.4 Codes, Regulations, Standards, and Procedures. All studies, reports and design services shall be performed in accordance with applicable codes, regulations and standards; professional practice procedures; and commonly recognized construction methods.

B2.4.1 Applicable publications containing current aviation design standards, highway design standards, drafting standards, and other standards and guidelines pertaining to the work performed under this Contract are referenced throughout the body of this Statement of Services. During the period of this Contract these documents may be added to, deleted, or revised.

B2.4.2 English units of measurement shall be used throughout development of the project. The U.S. Survey Foot will be the basis of measurement.

B2.5 Professional Registration. All reports, plans, specifications, estimates and similar work products provided by the Contractor shall be prepared by or under the supervision of the Registered Alaskan Engineer or Land Surveyor in responsible charge for the services. These Engineers shall be currently registered in the State of Alaska and they shall sign, seal and certify as to the accuracy of each final work product for which they are responsible.

B2.6 Billing Reports. The Contractor shall provide a report with each monthly billing for months in which services are performed. The report shall specifically describe, for each individual task, the services and other items **for which the billing is submitted**, the dollars expended to date, the remaining dollars estimated to complete the task, and the estimated percentage complete.

B2.7 Contractor Name on Plan Sheets and Documents. No Contractor logos shall be allowed on any electronic or hard copy document produced for the Contracting Agency. The Contractor company name shall be included in the box above or below the "engineer" seal on each plan sheet. Documents produced for the Contracting Agency shall include the "Contractor" company name at the bottom right of the first page, cover sheet, or title sheet only. Contractor letterhead shall be allowed only as exhibits in document appendices. The Contractor name shall be in the same font as other lettering on the plan sheet or document, shall be 1/16" or less in height on 11"x17" plan sheets, and shall be in the following format:

PLANS DEVELOPED BY:
COMPANY NAME:

B2.8 Correspondence. All correspondence prepared by the Contractor shall bear the Contracting Agency's assigned project name and numbers (State & Federal).

B2.9 Duplicate Requirements. In combining all tasks into this single Contract, duplicate requirements may be encountered during project development in regard to reports, drawings, activities, etc. No duplication is intended. The Contractor shall coordinate all work items with the Contracting Agency to maximize the work efforts and eliminate any perceived duplication.

B2.10 Documents and Reports. Documents and reports shall be printed with solid black letters that are double spaced on white, 8.5" x 11" paper. Other size paper may be used for illustrations if they are folded to 8.5" x 11" size. Original documents and reports shall be printed on one side of the paper only and shall be ready for copying. Documents and reports shall have no black and white photographs, color photographs, or multicolored graphics except as specifically approved by the Contracting Agency. Original, camera ready, copies of final documents and reports shall be submitted to the Contracting Agency for a check before printing.

B2.10.1 Copies. When the Contract calls for multiple copies of documents or reports, the copies shall be printed on both sides of the paper. However, the cover and pages with approved illustrations, multicolored graphics, or photographs shall be printed on one side of the page only. All copies - except for originals - shall be bound.

B2.10.2 Page Numbers. All documents shall be page numbered to allow every major Section, Chapter, Appendix, etc., to begin on a "right hand," odd numbered page.

B2.10.3 Covers. The cover of all documents and reports shall include the following information:

- a. Name of document or report.
- b. Date.
- c. Indicate whether draft or final.
- d. Project Name.
- e. State and Federal Project Number(s).
- f. Prepared for: Alaska Department of Transportation and Public Facilities.
- g. Prepared by: Company Name.
- h. Map and/or picture of project area.

B2.11 Plans, Maps, and Plats. Final Plans, Maps, and Plats shall be submitted with solid black ink on 22" x 34" or 11" x 17" original mylar in English Contracting Agency format. Final drawings may be on mylar unless another medium is specifically called for in the Contract. All final drawings shall be plotted so that the front surface of the mylar is inkable and erasable. No Kroy lettering or "sticky back" applications shall be used.

B2.11.1 Drafting. All drawings shall be submitted in electronic **Autocad format**. A standard layering scheme provided by the Contracting Agency shall be used. Failure to adhere to this scheme will be cause for rejection. The drafting procedures shall be as outlined in the Contracting Agency's "Central Region Drafting Manual, Chapter Six, Aviation Design".

B2.12 Specifications and Estimates. Specifications and Estimates shall be submitted with solid black letters that are double spaced on white, 8.5" x 11" paper. They shall be printed on one side of the paper only and shall be ready for copying. Specifications and estimates shall contain no graphics and no photographs except as specifically approved by the Contracting Agency.

B2.12.1 Copies of the Specifications shall be printed on both sides of the paper and shall be bound with a comb binder. Copies of the estimates shall be single sided. For reviews, copies of estimates shall be included as the first item behind the cover of the Specifications.

B2.12.2 All Specifications shall also be submitted on electronic files in Microsoft Office format.

B2.13 Not Used in Contract

B2.14 Quantity Calculations. Documents created to determine pay item quantities shall contain sufficient information to allow the quantity for each pay item to be checked by starting from the source document. These Documents shall be referenced to the applicable pay item.

B2.15 Cross Sections. Each cross section shall include the original ground and the finish grade template as well as identifying the project component and station for which it is applicable. The cross sections shall be submitted on 22" x 34" or 11" x 17" sheets as directed by the Contracting Agency.

B2.16 Revisions. The Contractor shall modify work products in response to direction from the Contracting Agency. Corrections, adjustments, or modifications necessitated by the review/approval process, but which do not substantially affect the scope, complexity, or character of the services, shall be considered a normal part of the Contractor's services.

B2.16.1 Errors and Omissions. Except as described in this Statement of Services, work products shall be essentially complete when submitted to the Contracting Agency. Work products having significant errors or omissions will not be accepted until such problems are corrected.

B2.16.2 Review Meetings. Following each review the Contracting Agency will provide written comments and may hold a meeting to discuss the issues. The Contractor's personnel who are in-responsible-charge for the work products under review shall attend the meeting and may be asked to interpret and provide explanations of the content.

B2.16.3 Comment Resolution. The Contractor shall provide a written response with subsequent submittals that address all written and oral comments from the Contracting Agency. All changes from previous submittals shall be clearly explained.

B2.17 Reproduction and Distribution. When the Contract requires only the original or only one copy of a work product to be delivered, the Contracting Agency will reproduce and distribute any other copies required. Items delivered for reproduction shall be organized and camera ready for copying and not stapled or otherwise bound.

B2.18 Completion Documentation. A copy of all documents prepared by the Contractor during project development shall be submitted with the Final PS&E documents. These development documents include all notes, sketches, maps, photographs, computations (cost computations shall be under separate cover), cross sections, digital terrain model, and other materials that were created to develop, record, or justify services provided for the project. These documents shall identify all the assumptions made. The Contractor shall keep a copy of all the development documents until construction is complete.

B2.18.1 Documents created to determine pay item quantities shall contain sufficient information to allow the quantity for each pay item to be checked by starting from the source document. These Documents shall be referenced to the applicable pay item.

B2.18.2 Documents shall be submitted in loose leaf three ring binders. The binders shall be labeled on the spine with the project name, "Completion Documents", and the binder number. The front of the binders shall also be labeled with this information as well as the State and Federal project numbers and a brief description of what documents are contained in the binder. The binders shall have dividers that sort the documents by pay item number, report, or other logical category. The binders shall be numbered and the first binder shall include a table of contents. Work done on a computer shall be submitted both on paper and on compact disk using Microsoft Word software.

B2.18.3 Each cross section shall include the original ground and the finish grade template as well as identifying the project component and station for which it is applicable. The cross sections shall be submitted on vellum, size 863.6 mm by 558.8 mm sheets.

B2.19 The Contractor shall develop the Estimate for this project using the Department of Transportation & Public Facilities Bidtab IV program. Access to the program and instructional documentation for the software will be provided to the Contractor.

ARTICLE B3
GEOTECHNICAL INVESTIGATIONS

B3.1 General. The Contractor shall submit a Geotechnical Exploration Plan, conduct a geotechnical investigation, provide Geotechnical Recommendations, and submit draft and final Geotechnical Reports. Existing data and information contained in existing reports, and other information provided by the Contracting Agency shall be used to the extent possible to avoid duplication and minimize costs. The Contractor shall summarize such geotechnical data for inclusion in the Geotechnical Report. All test hole logs and data obtained from services performed by the Contractor under this Contract shall be reported in English format, stored in 'gINT' (gEOTECHNICAL INTEgrator®) or compatible format, and presented in a GIS layered format. All procedures and reports shall conform to the Alaska Department of Transportation and Public Facilities (ADOT&PF) Geotechnical Procedures Manual, September 1992, revised May 1993. The preferred format for presentation of spatial data shall be a GIS project file consisting of geo-referenced aerial photography, vector alignment drawings, and attributed themes.

B3.2 Geotechnical Exploration Plan. The Contractor shall submit a geotechnical exploration plan as described in Section 3-2.2.8 of the ADOT&PF Geotechnical Procedures Manual to the Contracting Agency for review and acceptance prior to mobilization for this work. Proposed personnel and equipment, previous subsurface data, proposed test hole locations and estimated depths, as well as sampling and testing frequencies shall be provided in the exploration plan.

B3.3 Drilling Contractor. The Contractor shall obtain a minimum of three competitive bids for the drilling program defined in the geotechnical exploration plan and shall obtain Contracting Agency approval of the firm selected to provide drilling work prior to the beginning of any drilling activity. Failure to obtain Contracting Agency approval of the firm may reduce reimbursement to the Contractor for drilling costs (statutes and regulations may preclude funding of drilling performed without adequate competitive bidding).

B3.3.1 Field activities may include, but are not limited to, auger drilling, rock core boring, backhoe or excavator pits, peat probes, rock structure mapping, instrumentation installation, sample retrieval, environmental testing, and geophysics. All field activities shall follow guidelines in the ADOT/PF Geotechnical Procedures Manual and the 1988 AASHTO Manual on Subsurface Investigations.

B3.3.2 Representative samples of materials collected during field activities shall be tested to determine those material characteristics pertinent to design and construction of the project including environmental impacts.

B3.3.3 Geotechnical Investigation Progress Reports. The Contractor shall submit periodic progress reports as the geotechnical investigation proceeds. The frequency of the reports will be predicated on the complexity of the project and will be determined at the Geotechnical Exploration Plan review.

B3.4 Geotechnical Investigation. The geotechnical investigation, as described in the exploration plan shall consist of all field activities necessary to evaluate, at a minimum, the following criteria:

- a. Usability of project excavation materials and borrow site materials.
- b. The presence (in an excavation) of materials affecting the rate of excavation, i.e., cobbles, boulders, bedrock or groundwater.
- c. The suitability of foundation soils or rock to support an embankment or structure (what settlement/instability might be expected?).
- d. Stripping depths.
- e. Maximum cut slope angles in soil and rock.
- f. Subcut depth and limits.
- g. Drainage control and subdrain locations.
- h. Muskeg design.
- i. Special treatments, e.g. use of geotextiles or handling of contaminated materials.
- j. Estimating factors, e.g. shrinking and swelling, unit weight estimating factors, etc.
- k. The presence and identification of geologic hazards, what risks may be involved, and how risks might be mitigated.
- l. Utility of existing structural section.
- m. Erosion and pollution control recommendations.

B3.5 Geotechnical Recommendations. Following field investigations, the Contractor shall provide Geotechnical Recommendations to address the criteria listed above and recommend a structural section. The geotechnical recommendations shall be submitted a minimum of 60 days prior to the submittal of the Plans-In-Hand Review Assembly. After Contracting Agency review and/or as design proceeds, modifications to the Geotechnical Recommendations may be required. The Contractor shall implement required changes in a timely manner. The Geotechnical Recommendations shall not be included, appended or otherwise identified in the Geotechnical Report. Geotechnical recommendations become final concurrently with final design.

B3.6 Geotechnical Report. The Contractor shall provide a Geotechnical Report which presents data collected during the geotechnical investigation. Information shall include at least the following: project location map, description of the project scope, presentation of previous work, presentation of the field investigations, station to station descriptions of the earth materials encountered during the field investigation, laboratory test results, and plan and profile sheets with test holes or pits shown in plan, profile, and cross-section views. The report shall be submitted to the Contracting Agency in both draft and final forms. The draft shall be made available concurrent with the distribution of the Pre-PS&E Review. The final report shall be completed concurrent with the receipt of Authority to Advertise the project. The final report shall also be submitted in Microsoft Word and AutoCAD format, and as a single Adobe Acrobat (.pdf) file suitable for electronic storage and reproduction.

B3.7 Deliverable Items.

<u>Type of Document</u>	<u>Paragraph</u>	<u>Copies</u>	<u>Originals</u>
Geotechnical Exploration Plan	B3.2	2	1
Progress Reports	B3.3.3	1	1
Geotechnical Recommendations	B3.5	2	1
Geotechnical Report			
Draft	B3.6	5	0
Final	B3.6	5	1

B3.8 Provided Items. The Contracting Agency will provide the following:

- a. gINT data template.
- b. Previous geotechnical data, if any, near project area.

ARTICLE B4

INFRASTRUCTURE INVESTIGATIONS

B4.1 General. The Contractor shall submit an Infrastructure Exploration Plan, conduct an Infrastructure investigation, provide Infrastructure Recommendations, and submit draft and final Infrastructure Reports. Existing data and information contained in existing reports, and other information provided by the Contracting Agency shall be used to the extent possible to avoid duplication and minimize costs. The Contractor shall summarize such Infrastructure data for inclusion in the Infrastructure Report. All data obtained from services performed by the Contractor under this Contract shall be reported in English format, and presented in a GIS layered format. The preferred format for presentation of spatial data shall be a GIS project file consisting of geo-referenced aerial photography, vector alignment drawings, and attributed themes.

B4.2 Infrastructure Exploration Plan. The Contractor shall submit an Infrastructure exploration plan to the Contracting Agency for review and acceptance prior to mobilization for this work. Proposed personnel and equipment, previous data, proposed inspection locations and estimated time, as well as sampling and testing frequencies shall be provided in the exploration plan.

B4.3 Infrastructure Contractor. The Contractor shall obtain a minimum of three competitive bids for the drilling program defined in the Infrastructure exploration plan and shall obtain Contracting Agency approval of the firm selected to provide drilling work prior to the beginning of any drilling activity. Failure to obtain Contracting Agency approval of the firm may reduce reimbursement to the Contractor for drilling costs (statutes and regulations may preclude funding of drilling performed without adequate competitive bidding).

B4.3.1 Field activities may include, but are not limited to CCTV of sewer and water piping, corrosion inspection, instrumentation installation, sample retrieval, and ground penetrating radar surveys.

B4.3.2 Infrastructure Investigation Progress Reports. The Contractor shall submit periodic progress reports as the Infrastructure investigation proceeds. The frequency of the reports will be predicated on the complexity of the project and will be determined at the Infrastructure Exploration Plan review.

B4.4 Infrastructure Investigation. The Infrastructure investigation, as described in the exploration plan shall consist of all field activities necessary to evaluate, at a minimum, the following criteria:

- a. Usability of infrastructure.
- b. Expected usable life of infrastructure.
- c. Corrosion control recommendations.
- d. Location of infrastructure.
- e. Depth of infrastructure

B4.5 Infrastructure Recommendations. Following field investigations, the Contractor shall provide Infrastructure Recommendations to address the criteria listed above. After Contracting Agency review and/or as design proceeds, modifications to the Infrastructure Recommendations may be required. The Contractor shall implement required changes in a timely manner. The Infrastructure Recommendations shall not be included, appended or otherwise identified in the Infrastructure Report. Infrastructure recommendations become final concurrently with final design.

B4.6 Infrastructure Report. The Contractor shall provide a Infrastructure Report which presents data collected during the Infrastructure investigation. Information shall include at least the following: project location map, description of the project scope, presentation of previous work, presentation of the field investigations, station to station descriptions of the conditions encountered during the field investigation, laboratory test results, DVD of any recording of the infrastructure inspection. The report shall be submitted to the Contracting Agency in both draft and final forms. The final report shall be completed concurrently with the receipt of Authority to Advertise the project. The final report shall also be submitted in Microsoft Word and AutoCAD format, and as a single Adobe Acrobat (.pdf) file suitable for electronic storage and reproduction.

B4.7 Deliverable Items.

<u>Type of Document</u>	<u>Paragraph</u>	<u>Copies</u>	<u>Originals</u>
Infrastructure Exploration Plan	B4.2	2	1
Progress Reports	B4.3.2	1	1
Infrastructure Recommendations	B4.5	2	1
Infrastructure Report			
Draft	B4.6	5	0
Final	B4.6	5	1

B4.8 Provided Items. The Contracting Agency will provide the following:

- a. Previous Infrastructure data, if any, near project area.

ARTICLE B5
DESIGN ENGINEERING

B5.1 General. The objective of this phase of the project is to assemble bid ready documents for the proposed project improvements and related appurtenances. The Contractor shall provide a Plans, Specifications, and Estimate (PS&E) assembly suitable for project bidding and construction. The PS&E assembly shall present the design that best accommodates available information. The design shall be in accordance with the list of Current FAA Advisory Circulars for AIP/PFC Projects.

B5.1.1 Local Review Documents. The Contractor shall provide a preliminary review package with design approximately 35% complete summarizing general project scope and layout. The package shall include, as a minimum, a Draft Engineer's Design Report (EDR), plan and profile sheets, and typical sections.

B5.1.2 Draft Engineer's Design Report (EDR). The Draft EDR shall be prepared in accordance with Exhibit B-2, "Attachment E. Engineer's Design Report Outline" from the Alaska Aviation Preconstruction Manual. The Report shall address topics which are key to the project design. It shall include a presentation of each design element, reasons for design choices, and an analysis justifying that each element represents the most

economical design or alignment. It will explain the basis for modification of standards (if applicable), and include a detailed cost estimate for each line item. Other topics or sections may be required and shall be added to the EDR as appropriate. Attached as Exhibit B-1 is an "Outline for Design Report" delineating the items to be addressed in the Report. FAA will use this information in conjunction with the review of the project plans and specifications.

B5.1.2.1 The Contracting Agency will provide a sample EDR for the Contractor's information. The EDR shall include a detailed construction cost estimate in the format used in the sample typical EDR provided by the Contracting Agency.

B5.1.2.2 Reviews and Schedule. The Contracting Agency will host a Local Review meeting to discuss the Draft EDR and preliminary plans. The Contractor shall address comments received at the meeting to the satisfaction of the Contracting Agency and resubmit the report. Multiple reviews and submittals may be required. The Contracting Agency shall be allowed twenty-one (21) calendar days after each draft of the report is submitted for the return of written comments. The final EDR, signed by the supervising registered Civil Engineer, shall be submitted to the Contracting Agency with the Plans-In-Hand Review assembly. Comments from the Local Review shall be incorporated into the Plans-In-Hand (PIH) Review assembly. Because this assembly will be used to begin right-of-way appraisal and acquisition and also to begin design of any required utility relocations, the slope limits given on the plans shall be as complete as possible. The Contractor shall produce a letter to the Contracting Agency listing the comments and action taken within thirty (30) calendar days after the Local Review meeting.

B5.1.3 Final EDR. Upon receiving Contracting Agency approval of the draft EDR, the Contractor shall make any final corrections and submit an original copy of the final report to the Contract Manager for reproduction as necessary. The Contracting Agency's acceptance of the final EDR for reproduction completes this task.

B5.2 Deliverable Items.

<u>Type of Document</u>	<u>Paragraph</u>	<u>Copies</u>	<u>Originals</u>
Preliminary Plans	B5	1	1
Half-Size Sets		10	1
Draft EDR	B5.1.2	10	1
Local Review Meeting Letter	B5.1.1	0	1

B5.2.1 Specifications Requirements. The Contractor shall request direction by the Project Manager on which specifications format to use for work covered under each NTP. As directed by the Project Manager, specifications for aviation design projects shall be written and submitted in the format of the DOT&PF Standard Specifications for Airport Construction. Sole source specifications may not be included in the Bidding Documents except when justified by the Contractor and specifically approved in writing by the Contracting Agency. The Contracting Agency reserves the right to update Bidding Requirements, Conditions of the Contract, and General Requirements to be used on the project. Updates will be provided to the Contractor.

B5.2.2 Drawings. Provide drawings using Contracting Agency's title block and formats. Provide high quality reproducible mylars to the Contracting Agency for production of bidding documents. Contracting Agency will print drawings and distribute bidding documents to bidders. Drawings must be stamped by all disciplines requiring professional registration. Plan drawings shall be on the Anchorage Bowl 2000 coordinate system.

B5.2.3 Plans, Specifications and Estimate (PS&E). The Contractor shall provide a Plan, Specification, and Estimate (PS&E) assembly suitable for project bidding and construction where applicable. This work may include the creation of additive schedules of work to meet available construction funding. Contractor shall adhere to standard engineering practice as well as applicable design standards as approved by the State of Alaska, FAA or FHWA.

~~The plans shall conform to the professional requirements applicable to each project. The Contractor shall develop title, information, plan and profile, and detail sheets as needed.~~

~~An Engineers Estimate of Cost shall be provided in the Contracting Agency format for each of the plan reviews. Estimates shall be signed and dated by both preparer and checker. For review submittals, copies of the Estimate shall be included with the Specifications immediately behind the cover page. Quantity calculations shall be submitted with the final PS&E.~~

A Plans-in-Hand Review and a Pre-PS&E Review shall be required. The Plans-in-Hand Review assembly shall consist of plans, specifications, and engineer's estimate. The assembly shall be at approximately the 80% level for review.

The Pre-PS&E Review assembly shall consist of plans, specifications, and engineer's estimate. The assembly shall be essentially complete. The following shall also be submitted with this review:

- a. A recommended number of calendar days for the construction contract or a recommended construction contract completion date.
- b. A brief Design Summary Report that lists the significant changes made to the PS&E assembly after the Plans-In-Hand Review meeting but which were not discussed at that meeting.
- c. A brief description of the work required to construct this project. This will be included in the Invitation for Bids.
- d. Response to all comments received from the Plans-in-Hand Review.
- e. Permits
- f. Plans
- g. Bid Summary

B5.3 Plan Sheets. Each design plan sheet shall have a title block and shall be sealed by a Professional Engineer of the required discipline currently registered in the State of Alaska who is responsible for the work. All seals shall remain unsigned until the Final PS&E assembly submittal when all seals shall be signed and dated. Sheets shall remain undated (except for seals) upon submission of final plans. All initials shall be handwritten on the original final plan sheets. All dimensions shall be shown in English units and all sheets shall be prepared in accordance with the latest edition of the "State of Alaska, Department of Transportation and Public Facilities, Central Region, Drafting Manual, Chapter Six, Aviation Design" standards. The detailed drawings contained in the latest version of the "State of Alaska, Department of Transportation and Public Facilities, Standard Drawings Manual" shall also be used, where applicable. The final plans shall contain at least the following sheets (as required), assembled in the order listed:

1. Title.
2. Vicinity Map, Conversion Factors, Quantities, and Index.
3. Project Layout Plan.
4. Survey Control (May be shown on Project Layout Plan) (Provided by the Contracting Agency).
5. Project Staging Plan.
6. Plan & Profile.
7. Typical Sections.
8. Intersection Grading Plans.
9. Miscellaneous Details.
10. Utilities Relocation/Protection Details (Some sheets may be prepared by others).
11. Special Drainage.
12. Erosion & Sediment Control.
13. Landscaping.
14. Building Site (Pad) Plan.
15. Building Pad Typical Sections and Details.
16. Lighting Plans.
17. Lighting Details.
18. Marking Plan.
19. Marking Details.
20. Traffic Control Plan (May be included in Project Staging Plan).
21. Airport Security Plan (May be included in Project Staging Plan).
22. Other Additional Sheets.
23. Standard Drawings (Shall be referenced in index only).

B5.3.1 Title Sheet shall include the following information:

- a. Airport Name, Project Title, Project Numbers, Airport Improvement Program (A.I.P.) Number, and Project Year.
- b. Project Location Map. The Location Map shall show where in the state the airport is located on a map of the entire state.

B5.3.2 Vicinity Map, Quantities, & Index Sheet shall include the following information:

- a. Vicinity Map.
- b. Quantities.
- c. Index.
- d. Index of Standard Drawings (If required).
- e. Estimating Factors (If required).

B5.3.2.1 The Vicinity Map will be provided by the Contracting Agency.

B5.3.2.2 The Quantities Table shall list each pay item by number and name. For each pay item, the table shall give the pay unit, and the total quantity. The pay item number, pay item name, and pay unit shall match those given in the specifications and estimate. The quantity given for each item shall match that given in the estimate. If the pay item name extends to multiple lines, added lines shall be indented. The pay quantity and unit shall line up with last line of pay item name. One line of space shall be provided between pay items. Text height shall have a minimum plotted text height of .14" (Leroy 140) with a preferred height of .175" (Leroy 175). Text for pay item name shall be in upper case lettering except for dimensions. If the Index and/or Quantities and Estimating Factors span more than one column, the Quantities and Estimating Factors shall be relocated to a separate sheet of similar layout (Maps, Tables, and Index to show only on the first page).

B5.3.2.3 The Index shall list each sheet title and page. Titles shall be written exactly as they are written on the sheets. Sheet titles that are common to other concurrent sheets may be combined into one entry (i.e. Runway XX/XX Plan and Profile, Sheets 5-8). Station labels from sheet titles may be dropped. The minimum plotted text height shall be .14" (Leroy 140) with a preferred height of .175" (Leroy 175). The Index must remain on this sheet.

B5.3.3 The Project Layout Plan Sheet shall include the following information:

- a. Proposed development for this project.
- b. Proposed development in conjunction with this project (work done by others).
- c. Haul route to the project site if convenient to show on the sheet.
- d. Contractor staging area.
- e. Stockpile area if on site.
- f. Disposal area if on site.
- g. Clearing limits.

The Project Layout Plan may also include survey control information. Care must be taken to insure all information is legible when reproduced at half size.

B5.3.4 Not used.

B5.3.5 The Project Staging Plan Sheets shall be provided for each stage of the project if staging is required.

B5.3.6 The Plan and Profile Sheets shall be as follows:
They shall include existing development (roads, structures, utilities, nav aids, etc.), contours, topography, work to be accomplished by others, and work to be accomplished with this project. Daylight cut and fill lines shall be shown. New development with this project shall be emphasized with heavier lines, shading, etc. Profiles shall be at a ratio of 10 horizontal to 1 vertical. All utilities within the work area shall be shown.

B5.3.7 Typical Sections shall be drawn with all horizontal or vertical dimensions in proportion to each other within the section. They shall be drawn at an approximate ratio of 10 horizontal to 1 vertical or as needed to clarify different elements of the structural section. If there is both a cut area and a fill area, one section may show both. A revised section shall be provided whenever there is a change.

B5.3.8 The Detail Sheet(s) shall show all construction details not shown on other sheets including typical sections.

B5.4 Specifications. All specifications shall be prepared in accordance with the current version of the "State of Alaska, Department of Transportation and Public Facilities, Standard Specifications for Airport (or Highway) Construction" and the most current U.S. Department of Transportation, Federal Aviation Administration Advisory Circulars or Federal Highway Administration Advisory. If the Project requires materials or construction

techniques not listed in these documents, the Contractor shall prepare the required Special Provisions for review and concurrence by the Contracting Agency. The cover page shall be sealed and signed by the Contractor's Professional Engineer, currently registered in the State of Alaska, who shall be responsible for the information contained therein.

B5.4.1 Project Special Provisions/Proprietary Products. The Contractor shall prepare any project specific special provisions. Whenever possible, Performance Specifications rather than Method Specifications shall be used. No brand name material shall be specified unless three are named, and if the term "or equivalent" is used, the criteria for judging the equivalence shall be specified. No sole source materials shall be specified unless a sole source procurement authorization is obtained. A table in Microsoft Word format will be provided to the Contractor by the Contracting Agency for documenting changes to the state approved specifications. The table shall be submitted along with the specifications at each review where specifications are required and with the final PS&E documents.

B5.4.2 Contracting Agency Format. The specifications package shall be a combination of the Standard Specifications for Airport (or Highway) Construction, the Project Special Provisions, and any attachments thereto, prepared in the Contracting Agency standard specification format. Specifications shall be transmitted to the Contracting Agency printed on standard paper and electronically as detailed in Article B2.

B5.5 Estimate. The Contractor shall develop the Estimate for this project using the Department of Transportation & Public Facilities Bidtab IV Program. Access to the program and instructional documentation for the software will be provided to the Contractor.

B5.5.1 The Contractor shall submit an Engineer's Estimate with each of the plan reviews in a format approved in advance by the Contracting Agency. Pay item numbers, pay item names, and pay units shall match those in the State of Alaska, Department of Transportation and Public Facilities, Standard Specifications for Airport Construction or Federal Highway Administration Advisory and quantities given in the estimate shall match those given with the plans. For items not listed in the Standard Specifications, the Contractor shall obtain the pay item numbers, names, and units from the Contracting Agency. The Contractor shall provide unit prices and total estimated cost for all specialty items not listed in the Standard Specifications. The Contracting Agency will make its historical records available to the Contractor for the determination of unit prices. Estimates shall be signed and dated by both preparer and checker. For review submittals, copies of the Estimate shall be included with the Specifications immediately behind the cover page.

B5.5.1 Confidentiality of Estimate. The Contractor shall not release any information pertinent to the Engineer's Estimate, other than to the Contracting Agency, without the express written authorization of the Contracting Agency.

B5.6 Plans, Specifications, and Estimate Submittals. The Contractor shall submit to the Contracting Agency Plans-In-Hand (PIH) Review Documents, and the pre and final Plans, Specifications, and Estimate (PS&E) documents discussed below. All assemblies shall include the submittal of plans, specifications, and an estimate. The Contracting Agency shall be allowed twenty-one (21) calendar days for the return of written comments for each review assembly. The Contractor shall address these comments to the satisfaction of the Contracting Agency prior to the following submittal.

B5.6.1 PIH Review Documents. After receiving comments from Contracting Agency on the Local Review documents, the Contractor shall prepare a PIH review set of plans and specifications that is 65% - 70% complete so that the reviewers have enough information about project details to make reasonable comments. The submittals shall follow the format used by the Contracting Agency, include project specific information such as the Special Provisions and Bid Schedule, and an Engineer's Estimate, and shall be in accordance with requirements identified in Subsections B5.1, B5.2, and B5.3. The Final EDR (B5.1.3) is also required to be submitted in conjunction with the PIH review documents.

B5.6.1.1 The Contractor shall submit one original set of full-size black line plan sheets if directed plus the number of half-size copies stated below in the list of Deliverable Items. A field inspection of the project may be conducted at this stage of the project. After the PIH review is completed and written comments have been received by the Contracting Agency, the Contracting Agency will host a review meeting with the Contractor to discuss the PIH review comments. The Contractor's personnel that are in responsible charge of the PS&E assembly shall participate in the meeting and the field review. The Contractor shall revise the plans and specifications to incorporate Contracting Agency comments for the Pre-PS&E review (B5.6.2). The Contractor shall produce a letter to the Contracting Agency listing review comments and action taken regarding the comments. The letter shall be delivered in conjunction with the Pre-PS&E Review Documents.

B5.6.1.2 Disadvantaged Business Enterprise (DBE) Goals. The Contractor shall submit a request for the DBE goals to be used with the PIH review assembly on forms provided by the Contracting Agency and shall include a list of pay items in the Engineer's Estimate.

B5.6.1.3 Deliverable Items.

<u>Type of Document</u>	<u>Paragraph</u>	<u>Copies</u>	<u>Originals</u>
Final EDR	B5.1.3	10	1
PIH Review Documents	B5.6.1	1	0
Half-Size Sets		10	0
DBE Goal Request	B5.6.1.2	2	1

B5.6.2 Pre-PS&E Review Documents. Based on the comments from the PIH Review, the Contractor shall revise the design package for the Pre-PS&E Review Documents transmittal. Plans and specifications distributed for the Pre-PS&E review should be essentially (95%) complete. The package includes all plan sheets, special provisions, the bid schedule, and the engineer's estimate plus the following:

- A recommended number of calendar days for the construction contract or a recommended construction contract completion date.
- A brief report documenting significant changes made to the assembly after the PIH review meeting that were not discussed at that meeting.
- A brief (one or two sentence) description of the work required to construct this project.
- A full-size black line plan set.
- Specifications and Special Provisions, including the Special Notice to Bidders.
- Engineer's estimate.
- The PIH letter from the Contractor to the Contracting Agency that lists all the comments made on the PIH review assembly and a response to each.
- The aforementioned table in Microsoft Word format documenting changes to the state approved specifications.

B5.6.2.1 After review by the Contracting Agency and written comments have been received, the Contracting Agency will conduct an adjudication meeting to address comments received during the Pre-PS&E Review. The Contractor shall attend the Pre-PS&E Adjudication Meeting and provide a letter documenting written responses to all comments received.

B5.6.2.2 Deliverable Items.

<u>Type of Document</u>	<u>Paragraph</u>	<u>Copies</u>	<u>Originals</u>
Pre-PS&E Review Documents	B5.6.2	1	0
Half-Size Sets		10	0
Letter Addressing Review Comments	B5.6.2.1	10	1

B5.6.3 Final PS&E Documents.

The Contractor shall finalize the design PS&E package based on comments from the Pre-PS&E review. Documents that include inadequate response to previous comments and documents with errors or omissions will not be accepted until such problems are corrected. This review assembly shall be ready for advertising for construction bids and shall consist of complete, sealed and signed Plans, Specifications and Engineer's Estimate plus the following:

- A recommended number of weeks to advertise for construction bids.
- A brief one or two sentence description of the work required for construction of the project.
- A brief report of significant changes made to the assembly after the Pre-PS&E Review meeting but which were not discussed at that meeting.
- The original of all development documents as required in Article B2.18.
- A full-size plan set on mylar plus the number of half-size sets stated in the list of Deliverable Items.
- Specifications, including Special Provisions and Special Notice to Bidders.
- Engineer's Estimate.
- Completed checklist for each plan sheet on the forms provided by the Contracting Agency.
- A Letter from the Contractor to the Contracting Agency that lists all the comments made on the Pre-PS&E Review assembly and a response to each.
- The aforementioned table in Microsoft Word format documenting changes to the state approved specifications.

B5.6.3.1 The submittal for the contract documents shall follow the format used by the Contracting Agency. Plans shall be on reproducible mylar, size 22" x 34" sheets. Each plan sheet, except the cover sheet, shall bear the signed stamp of a Professional Engineer. The specifications shall contain typed originals of the bid schedule, engineer's estimate, and special provisions.

B5.6.3.2 The Contractor shall conduct a peer review of the plans, specifications and estimate prior to submittal to the Contracting Agency. All estimated quantities shall also be reviewed and checked. The documents shall include completed and checked stamps initialed by the designer and the reviewer, respectively.

B5.6.3.3 Deliverable Items.

<u>Type of Document</u>	<u>Paragraph</u>	<u>Copies</u>	<u>Originals</u>
PS&E Package Transmittal	B5.6.3	10	1

B5.6.4 Provided Items. The Contracting Agency will provide the following:

- a. Sample Engineer's Design Report.
- b. Historical Construction Cost Records.
- c. Contracting Agency's standard Title Sheet and standard Vicinity Map, Conversion Factors, Quantities, & Index Sheet.
- d. Table in Microsoft Word for documenting changes to the state approved specifications.

B5.7 Conflicts with existing utilities/storm drains. There may be utilities in the project area including, but not necessary limited to, underground and overhead telephone, electric, and communication lines, and underground water, sanitary sewer, and petroleum lines. In addition, there may be storm drains. The Contractor shall prepare a Utility/Storm Drain Conflict Report and a set of cross sections of areas where planned excavation, embankment or other work may affect existing utilities and storm drains. The Contracting Agency will be responsible for requesting locates from affected utility companies. The purpose of the Utility/Storm Drain Conflict Report is a record of:

- a. Identification of existing utilities and storm drains within the project limits.
- b. Identification of conflicts with the proposed work.
- c. Consideration by the Contractor of the impact of conflicts with utilities and storm drains including:
 - 1) Cost to relocate.
 - 2) Additional right-of-way needs and cost.
 - 3) Construction impacts.
- d. Recommendations-based on project development timing, cost of additional right-of-way, and cost of modifications, for resolution of the utility and storm drain conflicts. The recommendations shall be the basis of the utility and storm drain relocation cost estimate prepared for the development of total project costs.

B5.7.1 Utility/Storm Drain Conflict Report. The Utility/Storm Drain Conflict Report shall compare the proposed design of project improvements and appurtenances against existing and proposed utilities/storm drains, and to identify any conflicts. The Report shall propose solution(s) to all conflicts and recommend a preferred solution if more than one is proposed. The following information shall be included:

- a. Existing and proposed grade lines.
- b. Proposed improvements and appurtenances, including the pavement, typical section layers, and foundations.
- c. Existing and proposed utilities, and storm drains.
- d. Proposed right-of-way line.
- e. Structures that may be affected by construction of the project.

B5.7.2 The Contractor shall include a set of cross-sections from the Plans-In-Hand-(PIH)-review-plan-set (B5.6.1) for project improvements with the Utility Conflict Report which show existing ground, proposed finished template, side slopes, and any attached or detached natural or man made features. Proposed storm drains shall be depicted on the cross sections. To these cross sections the Contractor shall add the existing overhead and underground utilities based on field topographic surveys, as-built-drawings, or system maps. If elevations of shallow utilities are not available, the elevations shall be estimated from utility permit depth requirements and based on utility company standard installation practices.

B5.7.3 Utility/Storm Drain Design. During preparation of the Utility/Storm Drain Conflict Report, it is anticipated that the Contractor may participate in meetings with appropriate utility personnel to discuss potential utility conflicts and relocation options. The Contractor shall be aware that until the utility is authorized to begin preliminary engineering design by the Contracting Agency, that any participation by the utility (except for supplying system as-builts) is purely voluntary. It is the intent of this Contract that the Utility/Storm Drain Conflict Report shall represent an analysis by the Contractor. The Contracting Agency will be responsible for negotiation and finalization of all utility protection/ relocation agreements. The Contracting Agency will make the Utility/Storm Drain Conflict Report, cross sections, other reports, and the PIH assemblies produced for this project available to those designing the necessary utility relocations. The Contractor shall provide assistance interpreting these documents and share other information about this project to those designing the utility relocations. The Contractor shall modify design assemblies as required to eliminate conflicts with utilities and storm drains, as requested by the Contracting Agency. The Contractor shall be responsible for the design of all storm drains, if required.

B5.7.4 Reviews and Schedule. The Draft Utility/Storm Drain Conflict Report and appropriate cross sections shall be submitted with the PIH Review Assembly for use by the Contracting Agency in developing utility relocation plans and agreements with the utility companies involved. The Final Utility/Storm Drain Conflict Report shall be prepared after the PIH review comments are addressed and any plan alignment or grade changes are made. The final report shall be submitted prior to the plan and specification assembly for the Pre-PS&E (B5.2.3) review.

B5.7.5 Deliverable Items.

Type of Document	Paragraph	Copies	Originals
Conflict Report and X-Sections	B5.7.1		
Draft	B5.7.1	10	1
Final	B5.7.1	10	1
Storm Drain Conflict Design	B5.7.3	To be incorporated into Design Assembly Submittals (Article 5.7.3)	

B5.7.6 Provided Items. The Contracting Agency will provide the following:

- a. Utility Locates
- b. Negotiated Utility Agreements

B5.8 Erosion & Sediment Control Plan (ESCP). The Contractor shall be required to prepare an ESCP in accordance with the latest edition of the Contracting Agency's publication entitled "Best Management Practices for: Construction Erosion and Sediment Control and Maintenance and Operations Activities." The design engineer shall consider erosion and sedimentation from the beginning of the project design and, where possible, use geometrics to minimize erosion and potential sedimentation. The construction Special Provisions shall limit the overall area of earth exposed by construction activities and require the construction contractor to sequence its operations in accordance with its capability and progress in final grading, mulching, and seeding. The Special Provisions shall also require that permanent and temporary control measures be implemented to prevent contamination of all adjacent water bodies, and in particular to correct unanticipated water quality impacts that occur during construction.

B5.8.1 The Contractor shall prepare a draft ESCP and the Contracting Agency will review and return the draft ESCP along with written comments. The Contractor shall revise the Draft ESCP to incorporate Contracting Agency comments, and submit a Final ESCP within fourteen (14) calendar days after receiving said comments. The Final ESCP shall be included in the construction bid documents and, if available in time, as an appendix to the Engineer's Design Report (B5.1). If the Final ESCP is not approved in time for inclusion in the Engineer's Design Report, the latest draft shall be used.

B5.8.2 Deliverable Items.

<u>Type of Document</u>	<u>Paragraph</u>	<u>Copies</u>	<u>Originals</u>
Draft ESCP	B5.8.1	10	1
Final ESCP	B5.8.1	10	1

B5.9 Public Involvement. The Contractor shall attend the public meetings and provide exhibits and support as requested.

B5.10 Assistance During Bidding. The Contractor shall assist the Contracting Agency as requested during project advertising and bidding. Personnel that were in responsible charge during project development, engineering, and other personnel as necessary and appropriate, shall be available to interpret and clarify documents and to assist the Contracting Agency with preparing any necessary addenda to the bid documents. The Contractor shall not communicate directly about this project with any potential bidder.

B5.10.1 Within a month after the bid opening, the Contractor shall submit to the Contracting Agency the original of all documents prepared or modified during bidding. The Contractor shall keep a copy of these documents until construction is complete.

B5.11 Assistance during construction. The Contractor shall assist the Contracting Agency as requested during project construction. Personnel that were in responsible charge for engineering, and other personnel as necessary and appropriate, shall be available to interpret and clarify documents prepared during project development and bidding; to review and approve shop drawings, electrical materials/catalog cut submittals, retaining wall forming plans, trench stability designs, and landscaping materials and procedures; and to assist the Contracting Agency with preparing any necessary Change Order documents. The Contractor shall not communicate directly about this project with the successful bidder. All communication shall be through the Contracting Agency.

B5.11.1 Documents. Within a month after the Contracting Agency accepts the constructed project, the Contractor shall submit to the Contracting Agency the original of all documents prepared or modified when performing the services under this Article.

B5.11.2 "As-built" Drawings. The Contractor shall prepare a set of reproducible mylar record prints of the plans showing significant changes to the project made during construction based on marked-up prints, drawings and other data prepared by the construction contractor and its subcontractors and furnished by the Contracting Agency. Also included in this task is updating of the Airport Layout Plan to reflect as-built information.

B5.11.3 Substitution Evaluations During Construction. The Contractor shall evaluate substitution requests submitted by the prime Construction Contractor and shall respond in writing through the Project Manager. Contractor's written response shall approve or reject substitution request and if rejected, shall document reasons for rejection.

ARTICLE B6 **ADDITIONAL SERVICES**

B6.1 Planning Studies. The Contracting Agency will retain the option of engaging the services of the Contractor for planning services necessary to support the planning, management coordination, design, construction and commissioning of improvement projects at ANC.

B6.2 Construction Engineering & Inspection Services. The Contracting Agency will retain the option of engaging the services of the Contractor to provide full Construction Engineering and Inspection Services for this project. If retained for such services, the Contractor shall provide to the satisfaction of the Contracting Agency, engineering, inspection, and materials testing services.

B6.3 Construction Administration. The Contractor shall provide services described within this Article (B6.3) only when compensation for such services are specifically authorized by a Notice to Proceed. An NTP must be executed to add additional services not negotiated as a part of any previously issued NTP.

B6.3.1 General. Provide assistance to the Contracting Agency in its administration of designated construction contract commencing with award of the construction contract and terminating following final acceptance of the project and Contracting Agency approval of the Contractor final invoice for all services throughout the construction phase.

B6.3.2 Pre-Construction Conference. As requested by the Contracting Agency, the Contractor shall participate in pre-construction conference(s) with the Contracting Agency and the successful bidder.

B6.3.3 Design Clarifications. The Contractor shall respond to Contracting Agency or prime construction contractor initiated requests for clarifications of documents within five working days from the date the Contractor receives the request. Clarifications shall be responded to in writing by one of the following;

- a. Contract Documents are clear, no clarification is required.
 - b. Provide clarification as requested.
 - c. Clarification is needed, but additional time is required to research the clarification.
- Response will be provided in (identify number of days).

All clarifications shall be provided to the Project Manager within 10 working days, unless information required from a source other than the Contractor or subcontractors results in a delay beyond the control of the Contractor.

B6.3.4 Redesign. Redesign required as the result of an omission or error in the Contract Documents shall be accomplished by the Contractor at no additional cost to the Contracting Agency.

B6.3.5 Safety Plan. The Contractor shall be required to coordinate with Contracting Agency Maintenance and Operations personnel to establish safety requirements for the construction contractor's operations and to ensure such operations are in harmony with ongoing airport operations. Based upon information provided by the Maintenance and Operations personnel, the Contractor shall prepare a draft Safety Plan in accordance with the "Safety Plan Guidance" provided in Exhibit B-2. The draft Safety Plan will not only address airport operations, but also impacts of the construction contractor's haul routes and other operations on the road system in the vicinity of the airport. The Contracting Agency will review and return the draft Safety Plan along with written comments, and meet with the Contractor to discuss the comments. The Contractor shall revise the Draft Safety Plan to incorporate Contracting Agency comments, and submit a Final Safety Plan within fourteen (14) calendar days after receiving said comments.

B6.3.5.1 Deliverable Items.

<u>Type of Document</u>	<u>Paragraph</u>	<u>Copies</u>	<u>Originals</u>
Draft Safety Plan	B6.3.5	10	1
Final Safety Plan	B6.3.5	10	1

ARTICLE B7
ENVIRONMENTAL SERVICES

B7.1 General. Environmental work that is necessary as part of a Notice to Proceed within Articles B3, B4, B5, or B6 shall be allowed under this Contract. The services may include: environmental documentation; public and agency involvement; environmental survey and inventory; impact assessment; permit acquisition; compliance inspections and field reviews; environmental field monitoring; and other related work. Services will support development of federal-aid and State-funded projects of all modes at ANC. Possible work items include, but are not limited to:

B7.1.1 Environmental Permit Acquisition. The Contractor shall acquire all environmental permits, permit modifications and clearances required for the development of ANC projects and activities. Permits to be acquired may include but are not limited to the following; U.S. Army Corps of Engineers Section 404/10 permit; ADEC Section 401 Water Quality Certification; ADNR-OHMP Title 41 permit; ADNR-OPMP Coastal Consistency Determination; local floodplain management permits; DNR Temporary Water Use Authorization; ADEC Dewatering Permits; US EPA NPDES permits, SPCC Plans, and ADF&G Special Areas Permit. The Contractor shall prepare all required applications and other information necessary to acquire permits. The Contractor shall assist the Contracting Agency in resolving any issues identified during the permit process.

B7.1.2 Water Quality Assessment and Monitoring. The Contractor shall conduct water sampling for petroleum and other physical properties as required by the Contracting Agency. The Contractor shall prepare hydrologic surveys, groundwater impact assessments, sampling workplans, and other related studies and technical reports. All water sampling analysis shall be done by a certified lab and in accordance with accepted field sampling protocol with qualified individuals.

B7.1.3 Hazardous Materials Environmental Site Assessment. The Contractor shall conduct various services related to the assessment, characterization and cleanup of contaminated soils and water. These services may include all work necessary to conduct Phase I Environmental Site Assessments in accordance with ASTM E 1527-05; Phase II Site investigations to characterize types and quantities of contamination and determine potentially responsible parties; development of corrective action plans; coordination with ADEC, EPA and other agencies as appropriate; implementation of corrective action plans; and the preparation of all required local, State and Federal documentation to support these activities. Hazardous Material Technical reports to support the development of proposed projects will also be required. Work may require the use of independent ADEC certified laboratories and drillers experienced in environmental work. Individuals must be on ADEC's list of qualified contractors for performing this work.

B7.1.4 Storm Water Pollution Prevention Plan review/compliance monitoring

The Contractor shall prepare Storm Water Pollution Prevention Plans (SWPPP) in accordance with the requirements of the National Pollutant Discharge Elimination System permit requirements; review SWPPPs prepared by other entities for compliance with NPDES; evaluate the effectiveness of best management practices for Airport related controls (sediment, fuel, oils, deicing materials, etc.); and conduct NPDES compliance reviews of construction projects and other ANC activities. Documentation to support the above services would also be prepared.

B7.1.5 Other environmental Services. The Contractor shall provide other services that may become necessary in support of the Airport's tasks.

**EXHIBIT B-1
ENGINEER'S DESIGN REPORT OUTLINE**

**EXHIBIT B-2
SAFETY PLAN GUIDANCE**

4. Attachment E. Engineer's Design Report Outline

E.1. Design Analysis

E.1.1 Airport Layout Considerations

1. Conformance with FAA standards contained in AC 150/5300-13, Airport Design
 - a. Width, length, area, slope, and surface texture of pavements including safety areas, separation dimensions, obstacles, and hazards
 - b. Conformance with Airport Layout Plan
 - c. Analysis of alternative and preferred alternative
 - d. Environmental considerations (including required environmental mitigation measures)
 - e. FAR Part 77 clearances
2. Design aircraft: category, group, and maximum weight for airport

E.1.2 Soils and Grading

1. Soils and profile, exploration, ground water table(s), and test results (use Unified Soil Classification System)
2. Internal drainage and frost conditions
3. Field and/or laboratory CBR test results, or foundation modulus determination (k)
4. Cut and fill, borrow considerations, waste, shrink/swell factors, disposal, haul and access routes
5. Special compaction requirements
6. Expansive soil problems and method(s) for control

E.1.3 Drainage

1. Rainfall and runoff data, design flood conditions (flood plain, design storm)
2. Capacity and structure design
3. Ponding, erosion control, extraordinary features

E.1.4 Pavements

1. Design loading basis: critical aircraft or fleet of aircraft (equivalent operations)

2. Existing pavements
 - a. Thickness transitions
 - b. Existing condition (including the Pavement Condition Index [PCI]), if available)
3. Alternative construction
 - a. Cost comparison (life cycle analysis)
 - b. Advantages/disadvantages of each alternative
 - a. Recycling of existing materials
4. Pavement Design Form FAA 5100-1. This form is available at <http://www.faa.gov/arp/ace/forms/f5100-1.doc>.
5. Pavement foundation drainage
6. Frost considerations, including differential heave, water table, and sub-grade material transitions

E.1.5 Lighting and Navigational Aids

1. Existing cable and equipment conditions including age, circuit loads, and resistance to ground readings
2. Power supply sources including reliability, alternates, voltage fluctuation problems
3. Direct earth bury or can-in-duct cable placement
4. New equipment, equipment housing, new circuit loads, electrical designs, and potential communication interference problem with ATCT or FSS for regulators specified
5. Precision approach path indicators (PAPI) location and threshold crossing height calculations (including which runway end, or both and why). Submittal of pre-commissioning data (see project manager)
6. Rotating Beacon: Which intensity is needed, location (clear Part 77 and visibility), and resident shielding requirements
7. Impact to existing FAA visual and electronic navigational aids. Shutdowns or relocations, if relocations require an FAA Reimbursable Agreement, and impact on project schedule

E.2. Modifications of Agency Airport Design and Construction Standards

For AIP projects, all modifications of agency standards must be approved by the FAA. Early notification is necessary because the approval time may affect the project schedule. An airport sponsor's request for modification of standards to accommodate a unique local condition must contain the following:

1. A list of standards requiring modification and a discussion of why the standards cannot be met. Include specifications number and paragraph change.
2. A description of the proposed modifications
3. A discussion of viable alternatives for accommodating the unique conditions
4. Assurance that modification of construction standards will provide a product that will meet FAA standards for acceptance and that the finished product will perform for its intended design life, based on historical data
5. Assurance that modification of airport design standards will provide an acceptable level of safety

Generally, requests will be approved if the FAA determines the modification provides an acceptable level of safety, economy, durability, and workmanship.

E.3. Cost Estimates

1. Quantities and unit costs
2. Additive alternatives

E.4. Project Schedule

1. Time constraints
2. Recommended schedule

4. Attachment F. Safety Plan Guidance

Aviation safety is a primary consideration during airport construction. Plan and schedule construction to minimize disruption of normal aircraft traffic at the airport. Any set of bid documents for airport development work involving aircraft operational areas must include a section addressing operational safety at the airport during the construction activity. To address safety considerations in the earliest stages of project formulation, you must submit a construction safety plan early in the design stages of the project development.

The construction safety plan must provide for a high level of safety taking into consideration Federal Aviation Regulation Part 77 Surfaces, aircraft operations, the impact on navigational aids, weather, security, and local airport rules.

Bid documents for on-airport construction projects must include general and specific safety requirements, based on FAA Advisory Circular 150/5370-2C, "Operational Safety On Airports During Construction," and the general guidelines outlined here, so that contractors are aware of the costs and constraints that will apply during the project to maintain a high level of safety.

The plan sheets of the contract documents need to be detailed enough to clearly define for the contractor the physical limits of work and the required phasing of construction operations. Details shown on the plans should include, but not be limited to, the following:

- a. Haul routes
- b. Construction phasing/sequence of operation
- c. Runway and taxiway safety areas
- d. FAA navigational aids and associated critical areas
- e. Vehicle traffic control plans
- f. Location of flaggers
- g. Temporary marking and lighting for required runway threshold relocation
- h. Location of temporary runway end identifier lights (REILs)
- i. Marking and lighting of excavations, open trenches, and other hazardous areas

- j. Runway and taxiway closure markings
- k. Setback lines from active taxiways and aprons
- l. Runway obstacle free zones
- m. Utility line locations
- n. Borrow pit locations on airport property
- o. Temporary pavement transition/ramping details

The contract specifications should continue to address the items that are not readily depicted on the drawings; such as required communication with the Tower/FSS, requirement for construction safety meetings, submission of construction schedule identifying runway closures, work within navigational aid critical areas; and should more fully describe those elements depicted on the plan sheets.

Tailor each construction safety plan to the specific project. Submit the safety plan for construction projects within the airport operational area no later than 90 days before the advertisement of a construction contract to the FAA Airports Division office for review.

If the clearances and restrictions contained in AC 150/5370-2C cannot be maintained while construction is underway, take action as appropriate to:

- a. Close runways, taxiways, or aprons
- b. Relocate or displace runway threshold temporarily
- c. Perform work at night or during periods of minimal aircraft activity
- d. Close affected areas to certain types of aircraft
- e. Restrict aircraft use by weight, wingspan, approach speed, or other characteristics
- f. Shut down or restrict use of navigational or approach aids

Determine the appropriate action through coordinated evaluation by the airport sponsor, airport users, and the FAA. Technical involvement by FAA Airports, Air Traffic, Flight Standards, and Airway Facilities Division personnel is necessary in addition to construction engineering and management input.