



SMALL PROCUREMENT DOCUMENTS

for Construction Related Professional Services - RFP, Proposal & Award per AS 36.30.320 and 2 AAC 12.400

PART A - REQUEST FOR PROPOSALS

NOTE: State / FHWA Small Procurement Limit is \$200,000; FAA / FTA Small Procurement Limit is \$150,000

GENERAL INFORMATION

These documents consist of three parts (Part A - Request for Proposals; Part B - Proposal Form; Part C - Contract Award, Notice to Proceed & Invoice Summary), -- **plus the current edition dated January 2018 of the Standard Provisions Booklet** (DOT&PF Standard Provisions for Small Procurements of Construction Related Professional Services) that is hereby incorporated by reference. The Booklet will not be distributed with any of the three parts; however a

copy may be obtained on our website at the following link: <http://www.dot.state.ak.us/procurement>. The Booklet contains copies of the Small Procurements Procedure (Chapter 2 of the PSA Manual), Appendix A (General Conditions), Appendix C (Compensation), Exhibit C-1 (Methods of Payment), Appendix D (Indemnification and Insurance), and Appendix E (Certification for Licenses and Insurance).

Project Title: Term Agreement for Northern Region Division of Facilities Services Structural Engineering Services 2020		Contracting Agency: Northern Region State of Alaska, Department of Transportation & Public Facilities, Statewide Public Facilities	
Project Number(s): Varies (Term PSA)			
RFP #: 25-21-1-007			
Project Site (City, Village, etc.) Various Locations, Alaska			
Agency Contact: Lauren Staff, P.E.		Phone: (907) 451-5424 Email: lauren.staff@alaska.gov	
Estimated Amount of Proposed Contract:		<input type="checkbox"/> less than \$50,000 <input type="checkbox"/> \$50,000 to \$100,000 <input type="checkbox"/> \$100,000 to \$150,000 <input checked="" type="checkbox"/> \$150,000 to \$200,000	
Funding Source (check all that apply): <input checked="" type="checkbox"/> State <input type="checkbox"/> FHWA <input type="checkbox"/> FAA <input type="checkbox"/> FTA <input type="checkbox"/> Other:			
REQUIRED SERVICES: <input checked="" type="checkbox"/> are described in the enclosure consisting of 11 (eleven) pages, dated 08/24/2020 OR: <input type="checkbox"/> are described as follows:			
<p>Note to Proposers: Any proposer listing as a member of their team a current public officer or a former public officer who has left State service within the past two (2) 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.</p> <p>If required, submit the attached Former Employee's Certification of Eligibility (Form 25A270). The page limit noted below does not include this form.</p>			
<p>Note: Offerors shall carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the purchasing authority before proposal due date. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective solicitation and exposure of Offeror's proposals upon which award could not be made. Protests based upon any omission, error, or the content of the solicitation will be disallowed if not made in writing before the proposal due date.</p>			
PERIOD OF PERFORMANCE: Begin: September 2020		End: December 31, 2023	

PROPOSAL FORMAT

Written proposals to provide the required services shall consist of the enclosed "Part B - Proposal Form", completed as indicated, plus a **letter not to exceed five (8.5" x 11") pages**. If a Price Estimate

is required, the page limit does not include the Price Estimate. Proposals that exceed the page limit may be disqualified. Proposals may be emailed ~~or hand delivered~~ to the Contracting Agency.

PRICE AND METHOD OF PAYMENT

- A Price Estimate is NOT required with your proposal.** The selected Offeror shall submit a Price Estimate within **one** business day following a request from the Contracting Agency.
- A Price Estimate is required with your proposal.**

A Price Estimate shall include all tasks to perform the contract and be prepared in the format shown below. Note that a Price Estimate is not a bid. It is a negotiable offer. A Fixed Price contract is desirable; however, a Cost Reimbursement contract may result if a Fixed Price cannot be negotiated.

PRICE ESTIMATE FORMAT (if required per above)

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 Items #3 (Subcontracts) and #4 (Expenses) 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. * Direct Costs of Direct Labor (DCDL). Provide a table with the following columns (Names required only for key staff and persons "in-responsible-charge"):

<u>Job Classification</u>	<u>Name</u>	<u>Total Hours</u>	<u>Rate (\$/hr) *</u>	<u>Estimated Cost (\$)</u>	Total DCDL \$ _____
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2. * Indirect Costs (IDC). IDC Rate: ____% **Total IDC \$ _____**
3. Subcontracts. List each, the amount for each and **attach an estimate in this format for each.** **Total Subcontracts \$ _____**
4. Expenses. (Equipment, transportation, food and lodging, reproduction, etc. - if not included in Indirect Costs.) Amounts shall be based on actual cost to the Offeror, without any profit or other markup. Provide a table with the following columns:

<u>Item</u>	<u>Quantity</u>	<u>Cost (\$/Unit)</u>	<u>Estimated Cost (\$)</u>	Total Expenses \$ _____
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5. * Total Estimated Cost. Sum of DCDL + IDC + Subcontracts + Expenses. **Total Cost \$ _____**
6. * Proposed Fee. List a proposed **amount** (not a percentage) for profit. **Fee \$ _____**
7. Total Estimated Price. Sum of Total Estimated Cost plus Proposed Fee. **Total Price \$ _____**

* Sole proprietorships and small firms that do not maintain an accounting system that separately identifies costs for "payroll" benefits and overhead, for routine allocation of such costs to jobs, may omit items 2, 5, & 6 if the Rates (\$/hr) in Item 1 are proposed as Billing Rates (DCDL + IDC + FEE). **Firms that routinely allocate Indirect Costs to projects may not use Billing Rates for this estimate.**

SUBMITTAL DEADLINE AND LOCATION

DATE: **August 31, 2020** PREVAILING TIME: **4:00 PM** E-MAIL: lauren.staft@alaska.gov

THE FOLLOWING SUBMITTAL METHOD IS RECOMMENDED UNTIL FURTHER NOTICE

E-Mail proposal to the email address listed above:

Lauren Staff, P.E.
 Department of Transportation & Public Facilities
 2301 Peger Road
 Fairbanks AK 99709-5388
 (907) 451-5424

Late proposals will not be considered. **Offerors** are responsible to assure timely delivery and receipt and **are encouraged to respond at least four business hours prior to the above deadline.** Any addendum issued less than 24 hours prior to a Deadline will extend that Deadline by a minimum of an additional 24 hours. The Contracting Agency shall not be responsible for any communication equipment failures or congestion and will not extend the deadline for any proposals not received in their entirety prior to the deadline. Except for hand delivered proposals, confirmation of receipt by telephone or other means four hours or less prior to deadline will **not** be provided. (An out-of-town/state Offeror may electronically transmit their proposal to a local personal representative who may reproduce a copy of it and deliver it "in person" to the submittal location prior to the deadline.)

BASIS OF SELECTION

This solicitation does not guarantee that a contract will be awarded. All proposals may be summarily rejected. Our intent, however, is to select a Contractor based on the following criteria:

- | | |
|--|---|
| 1) Demonstrated comprehension of required services and proposed strategy for performance. | 3) Reasonableness of proposed schedule for performance. |
| 2) Relevant experience and credentials of proposed personnel including any subcontractors. | 4) Price Estimate (if required with proposal). |
| | 5) Other (specify): NA |

Proposals will be evaluated per Chapter 2 of the DOT&PF PSA Manual.

END OF PART A



SMALL PROCUREMENT DOCUMENTS PART B - PROPOSAL FORM

THIS COMPLETED FORM MUST BE THE FIRST PAGE. NO OTHER COVER SHALL BE USED.

Project Title: **Term Agreement for Northern Region Division of Facilities Services
Structural Engineering Services 2020**
RFP No.: **25-21-1-007**

PROPOSAL REQUIREMENTS

Proposals shall demonstrate comprehension of the objectives and services for the proposed contract; include a brief overview of what will be done; and show a sequence and schedule for each important task. Assumptions made in formulation of the proposal and the support expected from the Contracting Agency shall be defined. The key individuals who will perform services shall be named (including all who would be "in responsible charge" (Ref: AS 08.48) for Architecture, Engineering and/or

Land Surveying with their Alaska registration number). Include a brief -- about one paragraph -- statement for each person named which describes **experience directly related** to the service(s) they will perform. Proposed subcontracts, if any, shall be explained. Resources -- support personnel, facilities, equipment, etc. -- current and projected workload could be summarized. Any **unique** qualifications or knowledge of the project, project area, or services to be provided, should be identified.

ALASKA STATUTORY PREFERENCES are are not applicable to this contract.
If applicable, check those preferences that you (Offeror) claim.

Alaska Bidder (Offeror) **AND>>** Veterans **AND >>** Employment Program **OR** Disabled Persons
2 AAC 12.260(d) AS 36.30.175 **if applicable** AS 36.30.170(c) AS 36.30.170 (e & f)
Invalid claim(s) will result in the Offeror's disqualification for contract award.

PROPOSAL

The undersigned has reviewed Part A - RFP of these documents, understands the instructions, terms, conditions, and requirements contained therein and in the Standard Provisions Booklet, and proposes to provide the required services described in Part A in accordance with the attached letter which constitutes our proposal to complete the project.

By my initials below, I certify that the Offeror and all Subcontractors identified in the Proposal shall comply with all requirements for the following items as explained in the Standard Provisions Booklet:

- [] Alaska Licenses and Registrations.
- [] Insurance, including Workers' Compensation, Comprehensive or Commercial General Liability, and Comprehensive Automobile Liability.
- [] Professional Liability Insurance as follows:
 - As available
 - Minimum of \$300,000
 - Minimum of \$500,000.
- [] Certification for Federal-Aid Contracts Exceeding \$100,000 (DOT&PF Form 25A262 Appendix A, General Conditions)

comply with this requirement may cause the state to reject the proposal as non-responsive, or cancel the contract. I further certify that I am a duly authorized representative of the Offeror; that this Proposal accurately represents capabilities of the Offeror and Subcontractors identified for providing the services indicated. I understand that these Certifications are material representations of fact upon which reliance will be placed if this contract is awarded and that failure to comply with these Certifications is a fraudulent act. The Contracting Agency is hereby authorized to request any entity identified in this proposal to furnish information deemed necessary to verify the reputation and capabilities of the Offeror and Subcontractors. This proposal is valid for at least ninety days.

Signature **and Date**

Name.....:
Title.....:
Offeror (Firm).....:
Street or PO Box.....:
City, State, Zip.....:
Telephone - Voice.....:
Telephone - Fax.....:
Email Address.....:

Federal Tax Identification No. :
Type of Firm (Check one of the following):
 Individual Partnership
 Corporation in state of.....:
 Other (specify)

For Small Procurements over \$50,000, by signature on this form, the Offeror certifies that all services provided under this contract by the Contractor and all Subcontractors shall be performed in the United States. If the offeror cannot certify that all work is being performed in the United States, the Offeror must contact the Contracts Officer to request a waiver at least 24 hours prior to proposal deadline. The Offeror must provide with their submission a detailed description of the portion of work being performed outside the United States, where, by whom, and the reason the waiver is necessary. Failure to

END OF PART B

PROPOSED STATEMENT OF SERVICES

APPENDIX B

RFP No:	25-21-1-007
Program No:	Varies (Term PSA)
Federal No:	NA
Date Prepared:	August 24, 2020

RFP No. 25-21-1-007

Term Agreement for Northern Region Division of Facilities Services Structural Engineering Services 2020

SCOPE

The State of Alaska Department of Transportation and Public Facilities is seeking professional services to provide structural assessment, design, and construction administration support for Division of Facilities Services (DFS).

Services include assessment of existing roof conditions including presence of hazardous materials, providing repair recommendations with cost estimates, preparation of bid documents, and providing bid phase and construction administration assistance for various DFS projects, which may include Healy Maintenance Garage Roofing Replacement, Nenana Maintenance Garage Roofing Replacement, and Peger Technical Services Building Roofing Replacement. Services may also include performance of structural assessments and third-party inspection on other state facilities.

This contract will be a Term Agreement. The estimated initial period of performance is a three (3) year term, approximately beginning September 2020 and ending December 31, 2023, with the option of one (1) additional one-year (1) renewal, and an additional year to complete all services. During the fifth (last) year of the contract, new work may be authorized if it can reasonably be expected to be completed within the last year of the contract. Date extensions to complete work, after the five (5) year term is exhausted, will require concurrence from the funding agency. It is anticipated that this will be used primarily for Northern Region projects but may be used by other regions and Statewide as needed.

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ARTICLE NUMBER TITLE

- B1 ADMINISTRATIVE REQUIREMENTS
 - B2 BASIC SERVICES
 - B3 ADDITIONAL SERVICES
 - B4 SUPPLEMENTAL PROVISIONS
- EXHIBIT B-1: TYPICAL PROJECTS

ARTICLE B1

ADMINISTRATIVE REQUIREMENTS

B1.0 The following conditions and actions are Administrative Requirements of this agreement.

B1.1 "Contractor" means the Engineer, Architect, Surveyor, Inspector, Consultant or similar phrases who is a party to this agreement.

B1.2 "Contracting Agency" means the Department of Transportation & Public Facilities, Division of Statewide Public Facilities.

B1.3 "Using Agency" means the department, division, school district, municipality, etc. that generate the requirements for which services are obtained under this agreement.

B1.4 "Builder" means the construction contractor hired by the Contracting Agency to construct the project.

B1.5 General. The Contractor shall provide services as identified and authorized by sequentially numbered Notices-to-Proceed (NTPs). The Contractor shall not perform services or incur billable expenses except as authorized by an NTP. The Contractor shall be responsible for all tasks and services authorized by an NTP signed by the Contracting Officer and shall perform such services in accordance with this agreement.

B1.6 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. Should circumstances require substitution of personnel, submit for approval the qualifications of personnel proposed to be substituted.

<u>Name</u>	<u>Project Responsibilities</u>
(NAMES OF KEY PERSONNEL TBD)	Contract Management
	Project Management
	Architecture
	Electrical Engineering
	Mechanical Engineering
	Structural Engineering
	Cost Estimating
	Civil Engineering
	Hazardous Materials Assessment
	IBC Special Inspections

B1.7 Project schedule. A project schedule containing specific calendar dates for completion of services and a scheduled bid opening date shall be part of each proposal negotiated under this term agreement. If the Contractor becomes aware of any reason why the project schedule may be delayed, such reason shall be identified in writing to the Project Manager within two working days of discovery.

B1.8 Professional Registration. Where applicable, all reports, plans, specifications, estimates, inspections, tests and similar work products provided by the Contractor shall be prepared by or under the supervision of the Registered Architect, Engineer or Land Surveyor in responsible charge for the services. These Architects, Engineers or Land Surveyors shall be currently registered in the State of Alaska and they shall sign and seal as to the accuracy of each final work product for which they are responsible.

B1.9 Cost Control. Cost analysis and control is a primary concern of the Contracting Agency and the following provisions are included for such purposes.

B1.9.1 The Budgeted Construction Funds are the specified amounts available for construction work and established as a condition of this agreement. The budgeted construction funds do not include the compensation of the Contractor and his subcontractors, the cost of the land, site investigations, rights-of-way, administrative or other costs which are the responsibility of the Contracting Agency, unless otherwise stated herein. This amount

includes all on-site and off-site improvements necessary for a complete and operational facility.

B1.9.2 The Total Estimated Construction Cost is the current estimated cost for all construction work to complete the project scope in accordance with the bid documents. Budgeted construction funds and total estimated construction cost are not always the same.

B1.9.3 At the request of the Department, bid Documents prepared by the Contractor may include additive alternates, dependent on the available Budgeted Construction Funds and the Total Estimated Construction Costs.

B1.10 The Contractor shall provide the Contracting Agency with a narrative monthly status report for months during which services are performed and in a format approved by the Contracting Agency and shall be submitted within seven calendar days following the end of each month. This report shall serve as the agenda for a monthly contract status report meeting / teleconference to be held at a regular date and time during the third calendar week of each month. This report shall be submitted in both hard copy and PDF format. The Contractor shall be responsible for writing and distributing meeting minutes after each meeting.

At a minimum, the report shall include the following:

1. An action item list.
2. A review of the schedule or schedules for completion of work, the status of each task, with percentage of completion to date by tasks identified in the NTP.
3. A narrative by task of contract related activities for the preceding month.
4. Planned activities by task for upcoming month.
5. Projection of the future usage/need for contract funds and or NTP increases or contract amendments.
6. The status of deliverables.
7. Problem areas.
8. New or anticipated action items.
9. Key upcoming events such as inspections, project and public meetings, etc.
10. Attach copies of any supporting documentation such as trip reports, correspondence received from governmental agencies having regulatory authority over the project, or from public or private entities that could potentially affect the project.

The Contractor shall be responsible for writing and distributing meeting minutes after each meeting.

B1.11 The following procedures shall be used in the development of deliverables under this agreement.

B1.11.1 All correspondence, drawings and other documents submitted by the Contractor shall bear the Contracting Agency's project number and title and shall be signed or initialed by the Contractor's project manager to acknowledge that the submissions have been checked for accuracy.

B1.11.2 All drawings and specifications for the project shall bear uniform project number and title.

B1.11.3 All drawings and specifications submitted for reviews and approvals shall be marked "schematic design review set", "design development review set", "construction document review set" or with a similar phrase. The original set used to reproduce the bid documents will be marked and issue dated by the Contracting Agency.

B1.11.4 All scaled drawings shall measure 22 inches by 34 inches, including title blocks and borders, or as otherwise designated by the Contracting Agency.

B1.11.5 All deliverables, including but not limited to reports, drawings, specifications and cost estimates, shall be provided in both hardcopy and electronic format. Electronic drawing files shall be compatible with the most recent version of AutoCAD or Revit. All other documents shall be compatible with the most recent version of MS Office. In addition to their native format, all electronic files shall be submitted in PDF format.

B1.11.6 The Contractor shall allow the Contracting Agency to use original drawings for reproduction of bid documents.

B1.11.7 The Contractor shall not subrogate, through the bid documents, any service required of it by this agreement. Specifications addressing third party requirements or instructions such as from a manufacturer, supplier or installer, shall also state that the Contractor shall review and approve all such requirements or instructions before compliance by the construction contractor. Additionally, the specifications shall not require performance of any actions by a third party such as a manufacturer, supplier or installer. All such performance shall be required of the construction contractor.

B1.11.8 "Brand name - sole source" or proprietary specifications may not be included in the bid documents except when economically justified by the Contractor and specifically approved in writing by the

Contracting Agency. "Brand name or equal" descriptions may be used in specifications as a means to define the performance or other salient requirements of an item if the specific features of the brand name that establishes the minimum essential characteristics required to satisfy its intended use are clearly stated.

B1.11.9 Contractor Name on Plan Sheets and Documents. No Contractor logos shall be allowed on any electronic or hardcopy document produced for the Contracting Agency. The Contractor company name shall be included in the box above or below the engineer's seal on each plan sheet. Documents produced for the Contracting Agency shall include the Contractor's 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: CONSULTING FIRM
NAME, LLC, CERT. OF AUTHORIZATION NO.
ADDRESS
PHONE NUMBER

B1.11.10 Contracting Agency review of drawings and specifications may generate comments grouped according to the following classifications:

Class I comments pertain to real or potential code or regulation violations and require the Contractor's response via modification or formal written approval or variance from the regulatory agency (copied to the Contracting Agency).

Class II comments pertain to errors, omissions or matters of document coordination and shall result in the Contractor's correction of documents unless satisfactory justification is provided in writing.

Class III comments pertain to matters of design judgment and are offered in a positive manner with the intent of bettering the design result. These comments may be provided as qualified opinions of design professionals for consideration as appropriate. They require neither revision of the documents nor any form of response.

B1.11.11 Review and comments by the Contracting Agency shall not be written to affect any time schedules under the provisions of this agreement. Additionally, acceptance of the Contractor's design and document submissions is not an approval of

omissions or oversights by the Contracting Agency or of noncompliance with any applicable governmental regulations. The review process is a monitoring device intended to point out those conflicts and errors that are identified by the Contracting Agency. The Contracting Agency shall not be liable for failure to identify any conflicts or errors. All responsibility of this nature is and shall remain that of the Contractor.

B1.11.12 The Contracting Agency will reproduce and distribute bid documents, issue addenda, receive and open bids, and award a construction contract.

B1.11.13 Photographs may be used to document physical conditions found during inspections, or as part of materials sampling and testing. Digital photographs used as part of an inspection report shall be annotated with date, time, project, and sufficient information to identify the situation and location where the photograph was taken. Digital records shall be retained by the Contractor and available for reproduction and distribution for the duration of the project, or as otherwise directed by the Contracting Agency.

ARTICLE B2 BASIC SERVICES

B2.0 The Contractor shall provide all basic services as described within this Article B2 except as may be modified or deleted in Article B3.

B2.0.1 The Contractor shall use Construction Specifications Institute (CSI) Masterformat dated 2016 for development of the specifications required at each deliverable phase.

B2.0.2 In conjunction with other standards referenced in this Agreement, the Contractor shall conform with applicable federal, state, and local statutes, ordinances, rules, regulations, and judicial and administrative decisions.

B2.0.3 Design shall conform to the Americans with Disabilities Act (42 U.S.C. sec. 201), Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities.

B2.1 Schematic Design Services shall consist of the preparation of drawings and other documents that illustrate the general scope, scale and relationship of project components for approval by the Contracting Agency.

B2.1.1 The Contractor shall review the program furnished by the Contracting Agency to ascertain the requirements of the project and shall confirm such requirements to the Contracting Agency.

B2.1.2 The Contractor shall develop initial design concepts and options for the project in close coordination with the Contracting Agency. Unusual structural, mechanical, electrical, communications, or other features that may impact costs or use shall be identified and the systems selected shall be developed in sufficient detail to permit coordination among design elements. Preliminary construction materials shall also be identified.

B2.1.3 Subject to Contracting Agency receipt and written approval of the Contractor's request with proposed itinerary, the Contractor's project manager and other personnel, as may be designated, shall visit the project site(s) during the schematic design phase.

B2.1.4 The Contractor shall endeavor to obtain all preliminary reviews or approvals as required by government or private entities which have regulatory authority over a proposed project (local, regional, state and/or federal agencies having jurisdiction regarding applicable laws, statutes, regulations and codes or privately owned utility companies or other entities which may impose conditions for a project) and from such agencies as may be specifically designed by the Contracting Agency.

B2.1.5 The Contractor shall submit to the Contracting Agency a preliminary statement of probable construction cost based on historic area, volume or other unit costs.

B2.2 Design Development Services shall consist of the preparation, from the approved schematic design, for approval by the Contracting Agency, drawings and other documents to fix and describe the size and character of the entire project as to structural, mechanical, and electrical systems, materials and such other essentials as may be appropriate.

Services may include detailed expansion of the engineering design so that the project's size, appearance, form, construction type, and engineering systems are developed by means of drawings and appropriate written material. Major material selections, equipment items, and quality of finishes shall be identified.

B2.2.1 Drawings and specifications shall specifically include the following items:

B2.2.1.1 Title sheet and site plan with details sufficiently developed to reflect the project's major civil engineering design concepts including on-site utility, drainage and fire protection systems. The legal description of the site shall appear on the site plan drawing.

B2.2.1.2 Exterior elevations reflecting major construction materials and locations of exterior wall openings.

B2.2.1.3 Floor plans for all floors that are not repetitious, reflecting all door and window locations, wall construction, dimensions and room titles.

B2.2.1.4 Structural framing plans sufficiently developed to reflect the intended structural system(s).

B2.2.1.5 Room finish schedule or narrative sufficiently developed to reflect the intended materials, finishes and ceiling heights for all major rooms and spaces.

B2.2.1.6 Mechanical drawings, schedules and diagrams or a narrative sufficiently developed to reflect the intended heating, ventilation and plumbing systems and major mechanical elements to include preliminary equipment layouts.

B2.2.1.7 Electrical drawings, schedules and diagrams or a narrative sufficiently developed to reflect the specific power service, lighting, telephone, fire detection and alarm, security and electronic communications systems and identification of required equipment areas.

B2.2.1.8 Schematic drawing(s) sufficiently developed to reflect compliance with applicable code provisions for fire and life safety to include square footage, type of construction and occupancy, design numbers of fire-rated ceilings/floor and ceiling/roof assemblies, fire zones, paths of egress, capacities, occupant loads, hazard classifications and other pertinent considerations.

B2.2.1.9 Narrative outline of specifications that reflect initial materials and systems selections for each section of the specifications which shall follow the Construction Specifications Institute (CSI) Masterformat.

B2.2.2 The Contractor shall submit to the Contracting Agency a further statement of probable construction cost based on projected availability of materials and labor, construction sequence and scheduling,

economic tradeoffs, safety and maintenance requirements.

B2.2.3 The Contractor shall obtain preliminary reviews or approvals as required by government or private entities which have regulatory authority over a proposed project (local, regional, state and/or federal agencies having jurisdiction regarding applicable laws, statutes, regulations and codes or privately owned utility companies or other entities which may impose conditions for a project) and from such agencies as may be specifically designated by the Contracting Agency.

B2.3 Construction Document Services shall consist of the preparation, from the approved design development documents, for approval by the Contracting Agency, drawings and specifications setting forth in detail the requirements for construction of the entire project.

B2.3.1 The Contractor shall prepare a complete set of construction documents for the project in accordance with the CSI Masterformat. The term "construction documents" as used in this agreement means the bid documents less the bidding requirements and contract forms. Drawings and specifications shall specifically include the following carefully coordinated items:

B2.3.1.1 Civil working drawings to represent graphically on and off-site improvements such as utilities, roadways, bridges, culverts, drainage, grading, excavation, compaction, shoring, underpinning, retaining walls, parking lots and fire protection/water supply systems.

B2.3.1.2 Architectural working drawings, plans, elevations, sections and details, plus notes and schedules, illustrating the design, location, size and dimensions of project components for the purpose of construction.

B2.3.1.3 Structural working drawings that present graphically the complete structural concept of the project and includes plans, sections details, schedules, notes and information necessary to facilitate construction.

B2.3.1.4 Detailed engineering working drawings for heating, ventilating, air conditioning, plumbing, and building fire protection systems, and engineering analysis. Mechanical working drawings should include plans, sections, details, schedules, diagrams and notes as necessary to construct the mechanical work.

B2.3.1.5 Detailed engineering drawings for electrical work and engineering analysis. Electrical systems may include power acquisition and generation (on and off-site), major power distribution, interior and exterior lighting, telephone and communication systems, low voltage systems, security systems, direct current applications and emergency and special effects lighting. Electrical working diagrams shall include plans, sections, details, schedules, diagrams and notes as necessary to construct the electrical work.

B2.3.1.6 The Contractor shall ensure the plans and Part 3 Execution of the specifications are coordinated and complete. References to external standards shall be kept to a minimum and shall only be allowed when such standards are normally or routinely used or followed by the applicable construction trade or industry on similarly sized projects. When used, the Contractor shall supply the Department with a copy of the standard as part of the design deliverable.

B2.3.1.7 Special Inspection. Plans shall include a statement of the special inspections when required by IBC Chapter 17.

B2.3.1.8 The Contractor shall provide a register of submittals. The register shall be completely coordinated with the Department's requirements.

B2.3.2 The Contractor shall submit to the Contracting Agency copies of all engineering calculations that establish the size, shape, dimensions and capacity of the work involved and energy calculations in a format approved by the Contracting Agency.

B2.3.3 The Contractor shall obtain final reviews or approvals as required by government or private entities that have regulatory authority over a proposed project (local, regional, state and/or federal agencies having jurisdiction regarding applicable laws, statutes, regulations, and codes or privately owned utility companies or other entities which may impose conditions for the project).

B2.3.4 The Contractor shall submit to the Contracting Agency an estimate of construction period with a statement of conditions upon which the estimate is based for a basic bid and for each alternate.

B2.3.5 The Contractor shall submit to the Contracting Agency, when the construction documents are approximately 95% complete, a further statement of probable construction cost based on changes in materials, systems, or details of construction which occurred following design development approval;

known changes in the cost of materials, labor and services since the previous statement; and adjustments for anticipated changes in the bidding climate relative to the project.

B2.4 Bid Services shall consist of the preparation, from the approved construction documents, for approval by the Contracting Agency, bid documents for obtaining bids and awarding contracts for construction.

B2.4.1 The Contractor shall assist in the preparation of a complete set of bid documents consisting of the bidding requirements and contract documents. The contract documents include the contract forms, conditions of the contract (general and supplementary), specifications, drawings and addenda. Bidding requirement forms, contract forms and general conditions will be accomplished by the Contracting Agency. Preparation of contract forms, the bid schedule, supplementary conditions and general requirements (Division 1) of the specifications shall be accomplished by the Contracting Agency in coordination with the Contractor.

Technical specifications (Divisions 2-33), drawings and addenda shall be developed by the Contractor and approved by the Contracting Agency. All documents and specifications shall be complimentary and compatible. Items in the technical specifications that expand or modify the conditions or general requirements shall reference the appropriate section number and subparagraph changed.

B2.4.2 The Contractor shall prepare responses to questions from bidders concerning clarification or interpretations of bidding documents when requested by the Contracting Agency. The Contractor shall not respond directly to any bidder's questions without specific authorization from the Contracting Agency.

B2.4.3 The Contractor shall review substitution requests when required to be submitted during the bid period. The Contractor shall respond in writing to the Project Manager approving or rejecting the substitution request and if rejected, shall document reasons for rejection. Addenda addressing all approved substitutions will be issued to bidders by the Contracting Agency.

B2.4.4 The Contractor shall prepare addenda as required, to be issued by the Contracting Agency during the bidding period, which may include clarifications or supplementary drawings, specifications, instructions and notices of any changes in bidding procedures.

B2.4.5 As requested by the Contracting Agency, the Contractor shall participate in pre-bid conferences; bid opening; review and evaluation of bids; and recommendation for award of contract(s). If requested to participate in pre-bid conferences, the Contractor shall give a presentation to provide bidders with information on the general scope of work, schedule requirements, other contracts affecting the project, and unusual aspects of the project.

B2.5 Construction Services shall consist of providing assistance to the Contracting Agency in its administration of the construction contract commencing with award and terminating following final acceptance of the project and Contracting Agency approval of the Contractor's final invoice for all services throughout the construction phase.

B2.5.1 As requested by the Contracting Agency, the Contractor shall participate in pre-construction conferences with the Contracting Agency and successful bidder.

B2.5.2 The Contractor shall respond to Contracting Agency or construction contractor initiated requests through the Contracting Agency for clarifications of the construction documents, including any inadequacies in the documents. The Contractor shall prepare appropriate instructions or modifications to the construction documents for Contracting Agency issue to the construction contractor and shall advise the Contracting Agency on those matters that may affect the utilization of the project, or result in extra cost or additional time. The Contractor shall provide services for change orders necessitated by design errors or omissions, or inadequacies in the construction documents at no additional cost to the Contracting Agency.

B2.5.3 As requested by the Contracting Agency, the Contractor shall review the construction contractor's schedule of submittals, including shop drawings, Schedule of Values, Progress schedule, etc., and make written comments to the Project Manager.

B2.5.4 The Contractor shall promptly review, approve or disapprove shop drawings, test results, samples, color selections, substitution requests, and other construction contractor submittals for conformance with the design concept of the project and for compliance with the requirements of the contract documents. The Contractor shall maintain a submittal log and shall promptly notify the Contracting Agency concerning any submittals, or lack of submittals, which may delay construction progress. The Contractor shall

return reviewed submittals to the Department within seven calendar days of receipt. The Contractor's approval of submittals shall be in writing to the Department. If the Contractor rejects a substitution request submitted by the contractor, a written response shall be prepared documenting the reasons for rejection. Approvals shall contain a recommendation for credit due the Contracting Agency, if appropriate, for approved construction contractor substituted items.

The Contractor shall use the following convention when reviewing submittals:

"No Exceptions Taken" - denotes the submittal is generally consistent with the requirements of the Contract Documents. A resubmittal is not required.

"Make Corrections Noted" - denotes the submittal is generally consistent with the requirements of the Contract Documents but only as conditioned by notes and corrections made on the submittal. A resubmittal is not required provided the construction contractor understands the review comments and desires no further clarification.

"Revise and Resubmit" - denotes that revisions are required in the submittal in order for the submittal to be generally consistent with the requirements of the Contract Documents. The Department will indicate on the returned submittal what revisions are necessary. A resubmittal is required.

"Rejected" - denotes that the submittal does not meet the requirements of the Contract Documents and shall not be used in the Work. The Department will indicate on the returned submittal the reasons for its rejection. A resubmittal is required.

The Contracting Agency will provide the Contractor with up to ten rubber ink pad review stamps bearing this nomenclature as well as standard disclaimer language. The Contractor shall return them to the Contracting Agency after it grants final acceptance to the construction contractor.

B2.5.5 Upon notice of substantial completion, the Contractor shall participate in a detailed final construction inspection with the Contracting Agency's designated representative of all architectural, civil, structural, mechanical and electrical aspects of the project. The Contractor shall assist the Contracting Agency's representative in the preparation of a purch-

list identifying any deficiencies or items which are incomplete, defective, or otherwise unacceptable, and may be required to participate in final re-inspection of the project with the Contracting Agency's representative to ascertain that corrections have been made.

ARTICLE B3

ADDITIONAL SERVICES

B3.0 The Contractor shall provide services described within this article B3 only when compensation for such services are authorized by NTPs.

B3.1 Concept Design Phase: The Contractor shall develop a facility program and conceptual level 10% design in sufficient detail to establish an estimate of probable construction cost for obtaining construction funding.

B3.1.1 If alternate sites are identified by the Contracting Agency, the Contractor shall include the feasibility and development costs for each site. The Contractor shall evaluate and include relevant site specific issues and programming changes that may affect the scope and cost of the facility.

B3.1.2 The Contractor's probable construction costs shall be used to develop the Budgeted Construction Funds. Include in the concept submittal a brief design narrative, figures, cost estimates, and supportive data. Identify all permit requirements and issues affecting the project, scope, schedule and budget implications, and submittal deadlines.

B3.2 Perform a Preliminary Energy Audit in a format approved by the Contracting Agency. If the preliminary audit discloses opportunities for energy conservation, the Contractor shall develop and submit to the Contracting Agency a proposal to perform a detailed audit to identify technical solutions and the economic payback of those solutions.

B3.2.1 If the Contracting Agency accepts a proposal submitted in accordance with paragraph B3.3, an amendment to the NTP for performance of a detailed energy audit shall be executed.

B3.2.2 If a detailed energy audit identifies economical solutions to conserve energy, the Contractor and the Contracting Agency may execute an amendment to the NTP for preparation of the necessary design and inclusion of such design requirements in the bid

documents within the basic bid or as additive alternates.

B3.2.3 Life Cycle Costs and Energy Consumption Forecast. Provide Life Cycle Cost Analysis (LCCA) for HVAC systems and an Annual Energy Consumption Forecast. Develop an estimate of total building annual gas and electric utility costs based upon energy rates at the time of analysis, suitable to assist the Using Agency with its preparation of legislative requests for operating funding. Prepare LCCA for HVAC systems with consideration of first cost, operating labor & materials costs, and annual energy consumption. Focus analytic efforts to optimize capital investment and avoid recurring energy and operating costs.

Create a computer module to estimate Annual Energy Consumption Forecast baseline for the building in terms of kilowatts and BTUs. Input salient building parameters and model the building using the final system design choices based on LCCA. Form results so that actual energy costs may be compared to the forecast after the first year of full operation to check for operating discrepancies.

B3.3 Attend meetings and make presentations of materials prepared under this agreement to groups (including public hearings) and individuals as specified by the Contracting Agency to facilitate review and obtain required approvals. The Contractor shall obtain prior approval of the method of presentation from the Contracting Agency's project manager.

B3.4 Provide detailed estimates of construction cost, in a format acceptable to the Contracting Agency, which consists of estimated costs for design components or functional parts, elements or subsystems. Such estimates shall be revised, updated and provided with design development, construction document and bid document submittals. Estimates shall include the costs for all materials, labor, tools, equipment and services needed for the work plus an estimate of the construction contractor's overhead and profit. The costs of any labor, materials and equipment furnished by the Contracting Agency for the project shall be separately identified at current market rates including a reasonable allowance for overhead and profit.

B3.5 Provide on-site construction observations with the Contracting Agency's designated representative and, at mutually determined times during construction, assist Contracting Agency inspectors and determine if work is proceeding in accordance with the contract documents. A written report of each visit shall be submitted to the Contracting Agency. The Contractor shall endeavor to guard the Contracting Agency

against defects and deficiencies in the work of the construction contractor(s). However, the Contractor shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and he shall not be responsible for the construction contractor's failure to carry out work in accordance with contract documents.

B3.5.1 The Contractor shall provide qualified inspector(s) to perform periodic quality assurance inspections as part of construction services, at the request of the Contracting Agency. Inspector(s) provided by the Contractor shall have thorough knowledge of materials, applicable construction methods, and the requirements of the Contract Documents.

B3.5.2 If it is subsequently determined that on-site observations were necessitated by a design error or omission, the Contractor shall provide such on-site representation at no cost to the Contracting Agency and the Contractor shall correct the error or omission expeditiously to minimize delay to the construction contractor.

B3.5.3 Contractor shall provide inspection reports to the Contracting Agency documenting the following:

1. Date and time of inspection (arrival and departure)
2. Weather conditions affecting the work
3. Work observed
4. Identification of problems or deficiencies in the work observed
5. Work that is behind schedule
6. Attach photographs appropriate to the report

B3.6 The Contractor shall provide International Building Code (IBC) required Special Inspections for projects within Alaska, and out of state when required in support of a project. Services will normally be provided at the locale or project site where materials are being produced, assembled, or installed.

B3.6.1 Codes and Standards. Special Inspections shall be performed in compliance with the latest issue of the IBC adopted by the State, as defined in State Statutes, and with codes and standards adopted by reference therein; as adopted by the local Authority Having Jurisdiction (AHJ); as directed by the Engineer of Record as part of a written, approved Special Inspection program; and as directed by the Contracting Agency.

B3.6.2 Inspection Requirements. The Contractor shall perform inspections of materials and

installations, observe placement procedures, and witness sampling and testing by others to verify conformance with construction documents, and applicable codes and standards. The Contractor shall perform necessary testing in support of inspection verification. The Contractor shall report inspections performed and any non-compliance.

B3.6.3 Non-compliance. The Contractor shall notify the Contracting Agency immediately when a non-conforming condition is identified. Failure of the General Construction Contractor or sub-contractors to correct non-conformances shall be reported to the Contracting Agency. The Contractor shall be prepared to support the Contracting Agency in developing corrective action plans. Document any non-compliance in Inspection Reports.

The Contractor is not authorized to reject, approve, or accept any work, unless directed to do so in writing by the Contracting Agency. Neither the Contractor nor the Contractor's Special Inspectors are authorized to make engineering decisions, but shall refer all disputes or questions to the Engineer of Record and the Contracting Agency.

B3.6.4 Fabricators. When authorized, the Contractor shall contact suppliers, manufacturers, and fabricators and perform Special Inspections at the fabrication plant. The Contractor shall establish necessary schedules and procedures to ensure materials will be inspected, sampled, and/or tested in accordance with Special Inspection requirements. The Contracting Agency will provide plans, specifications, and instructions. The Contractor is not authorized to change any requirements of the plans or specifications. Where inspection of items to be shipped is part of the approval and acceptance process, the Contractor shall immediately notify the Contracting Agency of any shipping of items which have not been inspected. Document any non-compliance in Inspection Reports.

B3.6.5 Approved Construction Drawings and Shop Drawings. The Contractor shall inspect using Contracting Agency approved construction documents and shop drawings, with applicable State or local AHJ approval and drawings stamped by Registered Professional Architects / Engineers. Should the Contractor identify that a construction contractor has begun work using unapproved construction or shop drawings, the Contractor shall immediately notify the construction contractor that the item is at risk of being rejected, and record the notification in an Inspection Report, and immediately notify the Contracting Agency. Copies of the Inspection Report shall be

submitted to the Contracting Agency, Engineer of Record and the AHJ.

B3.6.6 Contractor Submittal Reviews. In conjunction with Special Inspections and Quality Assurance services, the Contractor may be directed by the Contracting Agency to review construction submittals and comment regarding construction and constructability issues to support Contracting Agency approval of submittals.

B3.6.7 Preconstruction Special Inspection Meetings. Special inspector(s) shall attend AHJ or Contracting Agency preconstruction / prefabrication meetings to identify Special Inspection requirements, and to coordinate these activities with other project participants.

B3.6.8 Other Meeting Attendance. The Contractor shall participate in meetings affecting Special Inspection and Quality Assurance for the project, including progress meetings, coordination meetings, preconstruction meetings, and other meetings as directed by the Contracting Agency.

B3.6.09 Special Inspection Reports. Copies of Special Inspection Reports shall be left at a mutually agreed on location at the project site upon completion of an inspection for use by the State Project Engineer and AHJ inspectors. One copy shall be submitted to the Engineer of Record within twenty-four (24) hours after the inspection. Additional copies shall be distributed as directed by the Contracting Agency. Special Inspection forms may consist of multiple, pressure sensitive copies, which may be separated for distribution. Field reports that are hand written shall be printed in non-smearable black ink, legible, and sufficiently bold to make legible copies.

B3.6.10 Final Special Inspection Reports. The Contractor shall submit a Final Special Inspection Report once all Special Inspections are complete, in accordance with IBC and AHJ requirements. Submit one copy to the Engineer of Record and the Contracting Agency within fourteen (14) working days after completion of Special Inspection activities for the project. The final report shall clearly delineate each category of inspections performed and the final outcome of the inspections.

B3.7 Prepare a set of reproducible mylar Record Drawings, showing significant changes in the project made during construction based on marked-up prints, drawings and other data prepared by the construction contractor and subcontractors and furnished by the Contracting Agency.

B3.8 Hazardous Materials. Determine if an environmental site assessment of the project is required by federal or state laws or regulations. If any such requirement not identified by the Contractor causes delays to project completion, all costs resulting from such delays shall be incurred by the Contractor.

B3.8.1 Prepare an environmental site assessment phase I of the project: obtain federal, state and local review which must be obtained in accordance with applicable laws and regulations: and, revise as necessary. (If the need for such an assessment is determined in accordance with paragraph B3.7, an amendment must be executed to include the assessment under the provisions of this agreement

B3.8.2 Based on the Findings under B3.7.1, perform a phase II site assessment. If authorized, the phase II assessment(s) may include sampling and laboratory analyses. The Phase I and II assessments shall be performed in conjunction with the concept design phase services.

B3.8.3 Hazardous Materials Assessment. Identify, characterize, quantify, and determine the location of hazardous building materials that may require abatement to enable construction of facilities upgrades. Develop abatement design plans and specifications and incorporate into the project manual for advertising.

B3.9 Evaluate Structures. Field inspect structures selected for evaluation. Where necessary, compile as-built measurements and other data to support analyses. Develop Corrective Action Plan(s) for addressing structural concerns.

ARTICLE B4

SUPPLEMENTAL PROVISIONS

B4.0 The Contracting Agency intends to award one term agreement for Structural Engineering Services for planning, design, and construction of projects on state owned facilities located throughout the state of Alaska.

B4.0.1 This agreement is for a three-year term and includes options to add two one-year extensions, and additional years for completion of previously authorized services. Services will be authorized by individual Notices to Proceed (NTPs).

B4.0.2 Professional services may include third-party inspection, investigations and studies, planning,

design, preparation of plans, specifications, and construction cost estimates, permitting, providing assistance during bidding and construction, review and approval of submittals, participation in inspections, preparation of as-built drawings, consultant services to assist with managing Design-Build projects, and other necessary related services that may be required for various facilities projects.

B4.0.1 The Contracting Agency does not imply or warrant that any potential projects eligible for accomplishment under this agreement will be funded. If any of the projects are funded, the Contracting Agency 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.

END STATEMENT OF SERVICES

Alaska Department of Transportation & Public Facilities

INSTRUCTIONS FOR AGENCY ISSUE AND CONTRACTOR BILLING

1. Agency Contract Manager – The Small Procurement Documents are organized for **only one Notice-to-Proceed (NTP) to be issued with the Contract Award for all services to be provided so that accounting procedures do not become unnecessarily burdensome and costly** (i.e., the Contractor is required to establish only one cost account for this contract). Also, this document (Pact C – Contract Award, Notice to Proceed & Invoice Summary) must be issued and signed by the Contracting Officer (or a written designee per DOT&PF Policy #01.01.050). All items with a text form field must be complete at the time this document is issued. Other items are completed by the Contractor with each billing. *Note: If a revised NTP is required, do not reissue this document; use the “c-2 ntp” or “c-3-cr.ntp” form.*
2. Contractor – If this Contract Award & NTP is unacceptable, notify the Contracting Agency immediately. If acceptable, acknowledge by signature where indicated on page 1 **on a copy** of this document and return the signed copy within ten days after your receipt. **Retain the unmarked, as issued, document to be used for reproduction and billing.**
3. Contractor – Submit Invoices to the Agency Contract Manager named on page one of this document. Contractor may use the firm's invoice forms; however the Contractor must also **provide a copy of page one of this form as the FACE PAGE of each invoice submitted and with the following entries under "Invoice Summary" and "Contractor's Payment Request" accurately completed:**
 - a) Indicate if the Invoice is for Progress or Final Payment and enter the Sequential Invoice Number for this Contract.
 - b) In each column (c, d, e, f & g) where there is an Authorized Amount, show amounts for: Prior APPROVED Payments; THIS INVOICE; Prior Payments plus this Invoice; and Balance of Authorized Amounts.

Note **"Prior APPROVED Payments" amounts might not equal the total of all prior invoices if some items were disallowed or adjustments were made. If a prior billing has not been acknowledged with any payment, or a different amount from the billing was paid without any notification of the reason(s), Contractor may attach a request for an explanation and remedial action.**

4. Contractor – Sign and date under "CONTRACTOR'S PAYMENT REQUEST" thereby attesting to the following:

"By signature hereunder, the Contractor certifies entries to be true and correct for the services performed to date under or by virtue of said Contract and in accordance with AS 36.30.400. The Contractor further certifies that all applicable Federal, State and Local taxes incurred by the Contractor in the performance of the services have been paid and that all Subcontractors engaged by the Contractor for the services included in any invoice shall be fully compensated by the Contractor for such services."
5. Contractor – Substantiate all charges on each invoice, other than for Fixed Prices or Fixed Fees, by attaching a summary of hours expended and hourly labor rate per employee; summary of units completed; subcontractor invoices; expense receipts, etc., or other proof of expenditures.
6. Contractor - ***Prime Contractor's Labor and Indirect Cost shall be billed to the Contracting Agency within 45 days of performance. Subcontractors' Labor and Indirect Cost shall be billed to the Contracting Agency within 60 days of performance. All of the Contractor's and Subcontractors' Other Direct Costs (Expenses) shall be billed to the Contracting Agency within 90 days of being incurred. Charges submitted after the above stated times will, at the Contracting Agency's discretion, not be paid.***
7. Contractor – When this Contract is approximately 75% complete, the Contractor shall determine if the Authorized Amount(s) might be exceeded; and, if so, shall provide an estimate of cost to complete. The Contracting Agency will determine after discussion with the Contractor if additional cost is reasonable and does not include costs that should be absorbed by the Contractor. If additional cost is validated, a negotiated Amendment will be executed which either (1) reduces the scope of services/work products required commensurate with the Authorized Amount(s), or (2) increases the Authorized Amount(s) to that required for completion of the original contract.
8. Amendments – if required – will be issued per Article A8 of Appendix A, General Conditions, as contained in the Standard Provisions Booklet.

END OF PART C