



SEWARD PASSENGER DOCK REPLACEMENT  
PROGRESSIVE DESIGN-BUILD (PDB)

REQUEST FOR PROPOSALS  
No. 22-10-209608

FEBRUARY 10, 2022

ALASKA RAILROAD CORPORATION  
327 WEST SHIP CREEK AVENUE  
ANCHORAGE, ALASKA 99501



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February 10, 2022

## REQUEST FOR PROPOSALS 22-10-209608

### SEWARD PASSENGER DOCK REPLACEMENT

Response Requested:

This form must be completed and returned to ensure receipt of future addenda or additional information. Email this form to: [Hopem@akrr.com](mailto:Hopem@akrr.com). Addenda will be emailed to the contact listed below; however, it is the responsibility of the Proposer to ensure it has received all addenda, and has acknowledged all addenda on its Service Bid Form 395-0129.

**Firms that have not returned this cover sheet will not be informed of addenda and will only be alerted to addenda by checking with the ARRC procurement officer or by checking ARRC's internet site: [www.alaskarailroad.com/corporate/procurement/solicitations](http://www.alaskarailroad.com/corporate/procurement/solicitations). Proposers must acknowledge the receipt of all issued addenda on their Proposal Bid Form. It is the Proposer's responsibility to assure it has received all addenda prior to submittal of its proposal.**

Company \_\_\_\_\_

Address \_\_\_\_\_

Contact \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_



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February 10, 2022

### REQUEST FOR PROPOSALS

The Alaska Railroad Corporation (ARRC) is soliciting proposals from interested offerors for the following:

**22-10-209608**

### **SEWARD PASSENGER DOCK REPLACEMENT**

#### **IMPORTANT**

Proposals will be received until **3:00 PM ALASKA STANDARD TIME (AKST) on THURSDAY, March 10, 2022 ("Proposal Submission Deadline")** via Dropbox.

For safety reasons during the global pandemic, one electronic copy of your firm's Proposal must be submitted using Dropbox. Proposals shall be submitted to the Dropbox link <https://www.dropbox.com/request/LHGJDciDqsELw9mgTaf6> by the proposal due date/time. It is the Proposer's responsibility to verify with the Contract Administrator that its proposal was received timely. If your firm has restrictions on Dropbox submittals, you must contact the Contract Administrator at least 7 days prior to the proposal due date to discuss alternatives.

Dropbox filing name convention shall be: Firm Name-RFP No.-RFP Name

The original copy of your proposal must be mailed to the address provided below by the proposal due date. The Dropbox submittal date/time will be used for the official receipt. Your proposal package (qualifications and proposals) must be complete.

Alaska Railroad Corporation  
Attn: Michele Hope, 2<sup>nd</sup> Floor  
327 W. Ship Creek Avenue  
Anchorage, Alaska 99501

Proposals received by email or facsimile transmission will not be considered for award. Proposals shall be submitted on the forms furnished herein. Amendments or withdrawals must be received by ARRC's Supply Management Department via Dropbox prior to the date and time listed above.

**A non-mandatory pre-proposal meeting will be held at 1:00 p.m. AKST on Wednesday, February 23, 2022** via WebEx. You may attend the pre-bid conference by pasting the following link into your web browser. <https://akrr.webex.com/meet/hopem>. This is not a mandatory meeting, although interested firms are highly encouraged to participate.

**A non-mandatory pre-proposal on-site visit will be held at 1:00 p.m. AKST on Friday, February 25, 2022** at the project site in Seward, Alaska. To participate in this site visit, interested firms must provide full name(s) and cell telephone number(s) for proposed attendees to the listed email address for communications by **4:00 p.m. February 24, 2022**. Attendees will be responsible for their own transportation to the site. Attendees should plan on being at the site location by 12:45 p.m. An ARRC representative will conduct the meeting and will provide an escort onto ARRC property. Hardhats, safety vests, protective footwear, face masks, and safety glasses will be required, and must be supplied by attendees.

**IMPORTANT NOTE:** ARRC's engineer estimate of the overall cost of the Project will be between \$40,000,000 and \$50,000,000 inclusive of Pre-Construction Phase costs.

ARRC currently has funding for Pre-Construction Phase services only; award of Construction Phase work is contingent upon authorization of funding. Any Notice to Proceed for the Construction Phase of the Project, is conditioned on ARRC receiving prior authorization for funding.

ARRC is developing financing to provide funds so that this Project may be awarded for construction to start in October 2022. A component of the plan is to seek required state legislative and ARRC Board approvals for the issuance by ARRC of bonds backed by ARRC revenues to finance the Project. ARRC makes no guarantee that funding authorization will be secured in order to award the Phase 2 Amendment for Construction. All expenses to prepare proposals including, but not limited to, time and expense, labor and site visit costs are at the Proposer's sole risk.

ARRC shall not be held responsible for proposer's lack of understanding of what is required by this RFP. Should a proposer not understand any aspect of this RFP, or require further explanation or clarification regarding the intent or requirements of this RFP, it shall be the responsibility of the proposer to seek guidance from ARRC.

ARRC may reject any or all offers if such action is in the best interest of ARRC, and waives informalities and minor irregularities in offers received. ARRC may award a contract on the basis of initial offers without discussions. Therefore, each initial offer should contain the Proposer's best terms from a cost or price and technical standpoint. Any contract resulting from this solicitation shall incorporate the Standard Terms and Conditions contained in this solicitation package.

This Request for Proposal is not to be construed as a commitment of any kind nor does it commit the ARRC to pay for any cost incurred in the submission of an offer or for any other cost incurred prior to the execution of a formal contract.

The ARRC may award a contract resulting from this solicitation to the responsive Proposer whose offer conforming to this solicitation will be most advantageous to the ARRC.

**FRA Emergency Order Requiring Face Mask Use in Railroad Operations.** *The Contractor agrees to comply with 49 CFR Parts 209 & 211; Emergency Order No. 32, Notice No. 1.*

**SUMMARY:** To help prevent the spread of coronavirus disease 2019 (COVID-19), the Federal Railroad Administration (FRA) is issuing this emergency order (E.O.) to require compliance with the mask requirements of the Order of the Centers for Disease Control and Prevention (CDC), *Requirement for Persons to Wear Masks While on Conveyances and at Transportation Hubs*. This E.O. also implements *Promoting COVID-19 Safety in Domestic and International Travel*, issued on January 21, 2021, requiring masks to be worn in or on airports, commercial aircraft, and various modes of surface transportation, including trains. Specifically,

this E.O. addresses requirements for face mask use with respect to all freight rail operations and portions of each passenger rail operation under FRA's safety jurisdiction.

### **Protests Per ARRC Procurement Rule 1800.2.**

A protest based on alleged improprieties or ambiguities in a solicitation must be filed at least 10 days before the due date of the bid or proposal, unless a later protest due date is specifically allowed in the solicitation. If a solicitation is made with a shortened public notice period and the protest is based on alleged improprieties or ambiguities in the solicitation, the protest must be filed before the due date of the bid or proposal.

The protest of an invitation to bid or a request for proposals in which a pre-bid or pre-proposal conference is held within 12 days of the due date must be filed before the due date of the bid or proposal if the protest is based on alleged improprieties or ambiguities in the solicitation. A protest based upon alleged improprieties in an award of a contract or a proposed award of a contract must be filed within 10 days after a notice of intent to award a contract is issued by the procurement officer.

**ARRC Disadvantaged Business Enterprise (DBE) Program:** ARRC is an equal opportunity corporation that encourages the participation of DBEs as prime contractors and subcontractors on its contracts funded in whole or in part by agencies of the U.S. Department of Transportation (USDOT). ARRC has a race neutral DBE Program and does not set DBE goals on individual solicitations. Nonetheless, the ARRC aspires to achieve an overall DBE participation of 4.0% in federal fiscal years 2022-2024 on contracts funded by agencies within the USDOT. If this contract is funded in whole or in part by funds from the USDOT, it is imperative that you consult the Federal Terms and Conditions portion of this solicitation. It is the Proposer's responsibility to take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum possible opportunity to compete for and perform the Contract.



The Alaska Railroad is a member of Green Star (<http://www.akforum.org/green-star/business/>). ARRC earned an initial Green Star Award in 1994 and a Green Star Air Quality Award in 2007. The Alaska Railroad considers Green Star membership to be a positive business attribute, and regards a Green Star award as a tangible sign of an organization's commitment to environmental stewardship and continual improvement within its operations.

Please direct all responses and/or questions concerning this solicitation to Michele Hope, Alaska Railroad Corporation, Supply Management Department, 327 W. Ship Creek Avenue, Anchorage, AK 99501, telephone number 907-265-4467, fax number 907-265-2481 and email address HopeM@akrr.com.

Michele Hope  
Contract Administrator

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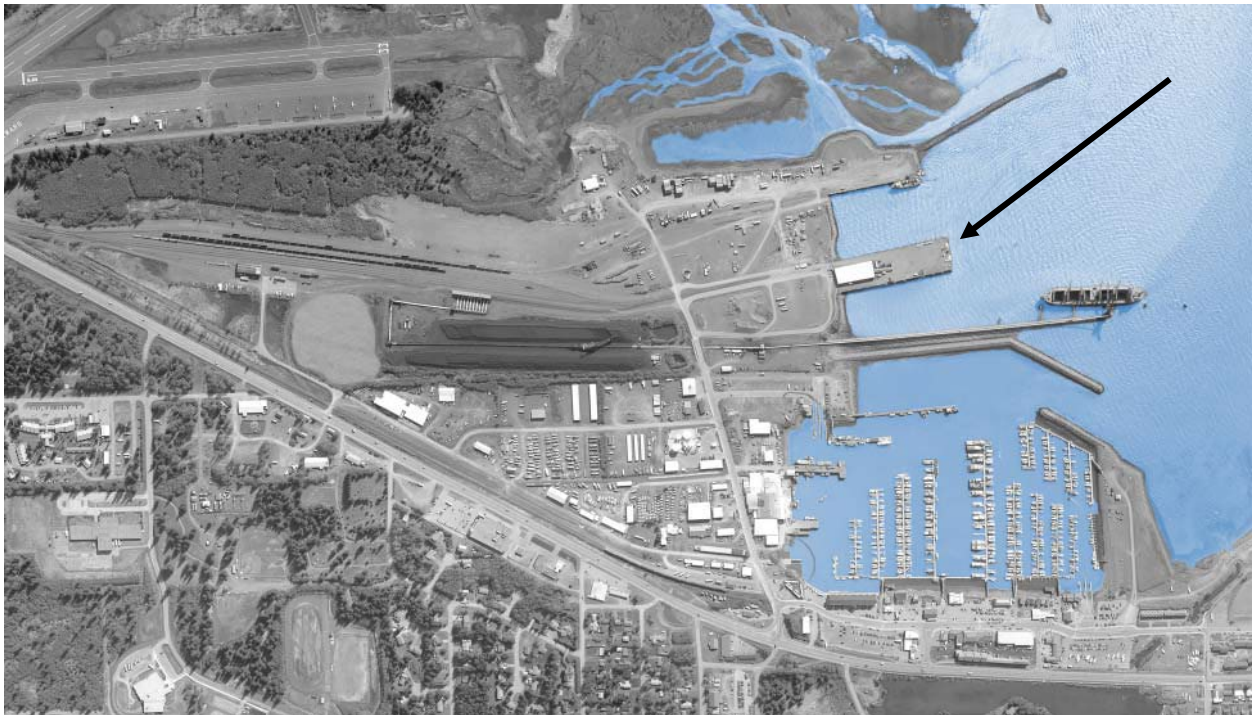
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## Section 1 – Introduction

The Alaska Railroad Corporation (ARRC) is accepting Proposals from entities interested in providing Design-Build services for the design, permitting, and construction of a new Passenger Dock in Seward, Alaska (the “Project”). The Project will be delivered through a Progressive Design Build (“PDB”) procurement, as more particularly described in Section 3, to provide design, permitting, demolition and construction of a new dock to replace the existing passenger dock by April 30, 2024. Capitalized terms that are not defined in this Request for Proposals (RFP) shall, unless otherwise indicated herein, have the meanings ascribed to such terms in the Progressive Design Build General Conditions for Construction, or Supplemental Conditions.



**Figure 1 – Project Location**

The Project location is within the ARRC Seward Terminal Reserve in Seward, Alaska (“ARRC Reserve Port”). The entirety of the Project work will occur on property owned, operated and maintained by ARRC, subject to permitted third party uses.

ARRC intends to award the first phase of the Project (the “Pre-Construction Phase” or “Phase 1”) on a Fixed Fee basis to the selected proposer (the “Contractor”). The Pre-Construction Phase will include, without limitation: bringing the design to 100%, permitting, cost estimating and analysis, including the costing of design alternatives, and negotiations of the Construction Services Agreement. All work product and deliverables provided during Phase 1 of the Project shall be the property of ARRC.

During Phase 1 ARRC staff, with the assistance of supporting consultants, will interface with the Contractor to facilitate Project development. ARRC will procure a separate Independent Cost Estimator (ICE), with whom ARRC and the Contractor will collaborate throughout Phase 1 of the Project. The Contractor is expected to perform the Pre-Construction Services outlined in [Section 3.3 – Pre-Construction \(Phase 1\)](#) and ultimately be responsible for the construction of the Project



(“Construction Phase” or “Phase 2”), provided an agreement on price and construction approach is reached during Phase 1.

As the design nears completion, (approximately 65% final plans) the Contractor will prepare and submit a Construction Services Cost Proposal (CSCP) in accordance with Section 3.8 – Construction Services Cost Proposal (CSCP) in order to begin final price negotiations for Phase 2. Subject to a successful price negotiation with ARRC, the Contractor will be awarded a Contract Amendment for Phase 2.

## **Section 2 – Project Background**

### **Section 2.1 – Project Information**

The new dock is intended to be 120’ wide x 1200’ long, aligned approximately on the western edge where the existing ARRC Seward passenger dock is located. The dock is expected to be constructed as a retained fill structure. The dock shall provide for the processing of cruise passengers and off-season freight traffic. ARRC’s internal estimate for the cost of the Project is approximately \$50 million (“Project Budget”).

### **Section 2.2 – Project Goals**

The following list of project goals, together with any additional goals developed during the Project Scoping Meeting described in Section 3.7.1 herein (“Project Goals”), are expected to be incorporated into the design, execution and delivery of the Project. Proposers are instructed to clearly demonstrate the means by which their Project approach addresses and accomplishes these goals.

- Demolish the existing dock, mooring platforms, terminal building and associated facilities
- Replace the existing dock with a retained fill structure, approximately 120’ wide by 1200’ long
- The new dock shall provide for the processing of cruise passengers and off-season freight traffic
- Provide for resiliency and redundancy in design
- Provide for continuation of seasonal cruise passenger services during demolition and construction
- Coordinate staging and site work to allow for marine traffic and construction by other contractors in the area.
- Ensure requirements of the permits are followed.
- Substantial completion of the dock with two fully operational berths by April 30, 2024 (the “Substantial Completion Deadline”).
- Perform the entire scope of Phase 1 and Phase 2 within the Project Budget.

### **Section 2.3 – Project Constraints**

The following have been identified as presenting potential constraints to the Project:

- Project delivery schedule - will require the Contractor to expedite some elements of the Project to meet the Substantial Completion Deadline.

- Project financing – ARRC has limited funding for delivery of this Project and will need to obtain bonding to complete the Project. For the avoidance of doubt, ARRC is not making any representation or guarantee in this RFP that the necessary funding will be secured in order for ARRC to finance the entirety of the Project. Proposers expressly accept all responsibility for their expenses and costs in connection with preparing a Proposal in response to this RFP and shall not be entitled to reimbursement under any circumstances, including in the event ARRC is unable to obtain the necessary Project financing.
- Vessel moorage during construction – Access to the ARRC Reserve Port during construction will be required by, including, without limitation, cruise ships, cargo ships, other vessels, and other contractors. Advanced coordination and scheduling with ARRC will be required of Contractor in order to maintain ARRC’s operations at the ARRC Reserve Port, as well as the Contractor’s work.
- Geotechnical Information: Available geotechnical data for the Project site is limited. Risk mitigation and additional site investigation will need to be addressed by Contractor.

### **Section 2.4 – Anticipated Project Schedule**

Note that the Project schedule (Figure 2 – Anticipated Project Schedule by Task.) outlined herein is subject to change.

<b>Task</b>	<b>Tentative Date</b>
Solicit RFP	February 10, 2022
Non-Mandatory Pre-Proposal Meeting	February 23, 2022
Non-Mandatory Pre-Proposal On-Site Meeting	February 25, 2022
Last Date for Questions	March 1, 2022
Proposal Due Date	March 10, 2022
Notification of Selection of Contractor	March 22, 2022
Notice to Proceed/Award of Pre-Construction - Phase one	April 5, 2022
35% Design Submittal	May 16, 2022
65% Design Submittal	July 11, 2022
Submit Construction Services Cost Proposal (CSCP)	August 8, 2022
Negotiated CSCP complete	September 12, 2022
ARRC Board Approval	September 22, 2022
Notice to Proceed/Amendment for Construction - Phase two	October 1, 2022
<b><i>Seasonal Operations. No impacts to passenger operations permitted – One berth minimum operational in the Passenger Terminal</i></b>	May 1 – September 30, 2023
Substantial Completion Deadline: Dock structure substantially complete to accept berthing and passenger operations of two vessels	April 30, 2024
<b><i>Seasonal Operations. No impacts to passenger operations permitted – Two Berths operational in the Passenger Terminal</i></b>	May 1 – September 30, 2024
Project Final Completion	April 30, 2025

**Figure 2 – Anticipated Project Schedule by Task**

## **Section 3 – Project Scope of Work**

### **Section 3.1 – Progressive Design Build General Scope**

The Contractor shall develop a design, and permit and construct a new passenger dock in the ARRC Reserve Port. The Contractor is solely responsible for ensuring that the design meets all codes and standards, including environmental permitting requirements.

- The PDB project delivery method requires a collaborative effort between ARRC and the Contractor. ARRC and the Contractor shall act as an integrated team working together to develop innovative design solutions that incorporate the Contractor’s proposed means and methods. The PDB delivery is a two-phase design build contract approach with the Contractor. Phase 1 – Contractor will develop the design and provide services to develop the design packages to specified levels necessary to establish the CSCP with the components required at Section 3.6 herein.
- Phase 2 – Contractor will construct and deliver the Project through a construction contract, provided ARRC and the Contractor agree on a final project price or any other terms of the Amendment for Construction.

The PDB delivery is being used with the intent to:

- Integrate ARRC into the design development and risk reduction;
- Allow for provisions in the flexibility for design and construction;
- Incorporate ongoing cost modeling and take a “design-to-below-budget” approach; and
- Promote a cooperative and collaborative relationship between ARRC and the Contractor.

### **Section 3.2 – Roles and Responsibilities**

#### **3.2.1 – ARRC Project Manager**

The ARRC Project Manager (the “ARRC PM”) will take the lead role in interfacing with the Contractor to develop the design work scope and schedule for the project. The ARRC PM will be responsible for assembling the ARRC support necessary to provide input on design, schedule, phasing, constructability, and cost throughout Phase 1 of the Project.

#### **3.2.2 – ARRC Consultant Support**

ARRC will engage and utilize certain consultants to assist ARRC in reviewing the design, construction, and other Project elements.

#### **3.2.3 – ARRC Independent Cost Estimator**

The ICE will be ARRC’s primary estimator during the Pre-Construction Phase. The ICE uses production-based estimates and solicits quotes in the same manner that a Contractor estimates and bids a project. The ICE has the responsibility to question the Contractor’s prices, quotes, methods, and estimates to ensure that ARRC is receiving a fair and open price from the Contractor. If the Project has specialty work that is outside of the ICE’s expertise, the ICE is required to use specialty estimators to provide accurate cost estimates. The ICE is also expected to know the local markets and network with subcontractors and DBEs to build a trusted network

to solicit quotes. The ICE will work with the Contractor to fully understand the competitive market with respect to executing the Project.

#### 3.2.4 – Contractor’s Project Manager

The Contractor’s project manager (the “Contractor PM”) will be employed by the Contractor and have overall responsibility for interfacing with the ARRC PM to develop the design work scope and schedule for the Project. The Contractor PM will be responsible for managing the Contractor’s team; managing scope, schedule, and budget; and ensuring that all required resources of the Contractor team are available to complete the Project. The Contractor PM will be the main point of contact to the ARRC PM and will manage all aspects of the design, including changes to the work scope, project schedule and budget. The Contractor PM has overall responsibility to ensure the design meets all of the Project requirements.

#### 3.2.5 – Contractor’s Design Manager

The Contractor’s design manager (the “DM”) has overall responsibility for the design content and quality. It is expected that the DM will be an employee of the principal engineering firm working as a subcontractor to the Contractor. The DM will work with the Contractor PM to select the appropriate design team members and to develop the project instructions that will guide the design team through the design effort. The project instructions define the project scope, schedule, budget, communication paths, design tools, and documentation requirements. They also define the QA/QC process and other special information the team members will need to successfully execute the Project.

The DM provides progress updates on the design to the Contractor PM and ARRC PM. The DM is responsible for tracking the design QC process and working with the QC manager to confirm that resources are available to implement the QC process and that QC documentation meets the requirements of the Project.

The DM is responsible for coordinating design phase review meetings, documenting the issues raised during the review process and working with the Contractor PM and design leads to resolve each of the issues. At the end of the design process, the DM is responsible for confirming that contract-required design deliverables have been completed and are delivered to ARRC.

During the period of construction, the DM will coordinate the services including but not limited to Requests for Information (RFIs), submittals, and deviation requests. The DM also coordinates field inspections for the various elements of the work that are required to be performed by members of the design team.

#### 3.2.6 – Contractor’s Design Leads (Designers of Record)

The design leads will report to the DM and Contractor PM and will be responsible for the design efforts and products of their specific discipline. They will work with the DM at the beginning of the design process to develop the budget for their design effort and to assemble the resources required to complete their work. The design leads serve as the Designer of Record (DOR) for their discipline and are responsible for sealing and signing the final Issued for construction drawings and specifications.

In addition, the design leads are responsible for the following tasks:

- Carry forward the individual design packages required to advance the Project to 100 percent design complete and ready for construction.
- Accept professional responsibility to comply with relevant laws, regulations, standards, and contract requirements.

- Apply best engineering practices in the development of the design in compliance with the Construction Industry Institute best practices.
- During construction, respond to RFIs and review submittals for their area of design responsibility. The DM and design lead of a specific discipline may be the same individual.

### 3.2.7 – Contractor’s Quality Manager

The quality manager (the “QM”) is responsible for managing the overall QA/QC process during the design process. The QM provides the documentation requirements and templates for the QC process, selects the senior QC reviewers for each discipline, sets the QC review discipline and cross discipline coordination meetings, and reviews the QC process to confirm that QC efforts have been coordinated between the design leads and the senior reviewers and that the supporting documentation is in place. It is also the QM responsibility to put into place the process for dispute resolution, in the event that design personnel and review personnel cannot reach an agreement over a specific design issue. The QM shall not also be the Contractor PM, the DM, or a design lead.

### 3.2.8 – Project Team

The project team is comprised of the persons performing the roles described in this Section 3.2 (“Project Team”).

## Section 3.3 – Pre-Construction Phase (Phase 1)

### 3.3.1 – Pre-Construction Phase Services

The start of the Pre-Construction Phase marks the beginning of the collaborative partnering between ARRC and the Contractor. The Project Team’s focus should be on partnership and open communication to minimize risk, review constructability, improve the Project schedule, promote safety, develop innovative solutions, and maximize work within the budget.

With input from ARRC, the Contractor shall be responsible for identifying Project risks and providing detailed cost estimates that help guide the design development and establish Project risk pools.

Pre-Construction Phase services shall include, but not be limited, to the following:

- Facilitate decision making and ARRC review by providing information from past experiences, research, and alternatives analyses
- Prepare a Basis of Design Report
- Conduct as-needed additional investigations
- Identify and provide for discussions on O&M and life cycle costs
- Incorporate redundancy into structural design elements
- Incorporate resiliency into the project elements
- Prepare design and construction documents in collaboration with ARRC. AutoDesk AutoCAD (22”x34”) and MS WORD platforms to be used unless otherwise agreed
- Prepare and maintain project schedules
- Procure subcontractors and vendors
- Compute and reconcile quantities of materials
- Prepare and update project cost estimates
- Prepare and update the Risk Management Plan and its associated Risk Register
- Identify potential construction and constructability issues and risks for the Project Team in selecting the appropriate design for the Project.

If ARRC does not believe the preferred design is appropriate, ARRC may provide alternate design concepts and offer suggestions to address ARRC's concerns. ARRC shall have final approval on adequacy of the design to meet the Project Goals and the performance criteria and requirements set forth in Attachment 5 herein ("Performance Requirements").

Submittal packages shall include three (3) hardcopies and one (1) electronic copy (native files and pdf) of each item, unless otherwise agreed. Plans shall be printed half-size for review submittals.

The Contractor will be required to attend Pre-Construction coordination meetings with ARRC, in addition to the on-going collaboration and coordination effort. The anticipated meetings are as follows: Project Initiation Meeting, 35% Design Workshop, 65% Design Workshop, and CSCP/GMP negotiations. Additional meetings may be scheduled if deemed necessary.

### 3.3.2 – Pre-Construction Phase Work Flow

The following is the anticipated Pre-Construction Phase Project development process:

#### **1. Project Initiation Meeting**

The Project Initiation Meeting is the first step in the design process and is intended to confirm the following with the Contractor: objectives of the Project, design schedule, ARRC's expectations including construction budget information, communication protocols, documentation requirements, and design platforms and tools. At a minimum, participants will include the ARRC PM, ARRC's technical consultants, and ICE, as well as the Contractor PM, DM, Construction Manager ("CM"), design leads, QM, and Contractor's cost estimator.

During the course of the meeting, the Project scope definition and design concept will be fully understood by each of the participants, as well as the schedule for design completion. At this time, the design leads will discuss their basic approaches to the design task and present their design concept. At this time, ARRC may raise concerns about the Contractor's design concept, schedule, environmental, code, or other technical issues.

Prior to the Project Initiation Meeting, the Contractor will be provided with ARRC's cost estimate for the Project. These documents are intended to provide guidance for the Contractor's use and to facilitate efficient cost and risk management process.

The Project Initiation Meeting deliverables will be a technical memorandum (TM) that defines the Project scope and budget, provides a risk register, summarizes the design concept, identifies the key team members and communication protocols, defines the construction work elements, and refines the Project schedule complete with Project deliverable milestone dates. Significant Project challenges or code and environmental issues will be documented in the TM, and it is to be approved by ARRC and the Contractor's team. ARRC and the Contractor's team will both prepare drafts and develop discussion points of items to be included in the TM prior to the meeting.

The Project Scoping Workshop will include the following items:

- Introduce the Project, ARRC team, and Contractor team;
- Partnering session, and the project stakeholders;
- Discuss roles and responsibilities related to the PDB process;
- Present Project Goals and objectives;
- Discuss Project status, funding, and preliminary schedule;
- Present Project elements and scope;

- Identify Project risks and develop an initial Risk Management Plan;
- Establish cost estimate pricing milestones (e.g.,: 35%, 65%, and 95%);
- Discuss the basic elements of the Cost Model;
- Develop a preliminary Schedule of Values;
- Review relevant Plans, Specifications, Performance Requirements, and reports;
- Conduct Project site and equipment tours;
- Schedule progress meetings;
- Develop Pre-Construction Quality Control Plan
- Establish Document Control (which includes procedures for communications between the parties) in accordance with Section 3.8 of the PDB General Conditions for Construction.

## **2. The 35% Design Package**

The 35% design milestone phase is intended to take the proposal design to a level that solidifies the concept, defines the major features of work, and defines the codes and standards with which the remaining design effort will comply. Concept designs shall include a preliminary phasing plan and incorporate consideration for the requirement that seasonal cruise operations shall be maintained throughout construction. Proposers shall verify compliance with the Performance Requirements established by ARRC, governing codes, and regulatory requirements. Depending upon the circumstances, design charrettes and value engineering workshops may be appropriate to support the development of the concept design. The 35% deliverables shall include:

- Design narrative describing the elements of the design package, including major system components and material selections
- QC review/comment forms
- Drawings including but not limited to: Project site plan with utility routing, construction phasing plans, demolition plans, dock geometry plans, dredging & bathymetry, typical cross sections
- List of Specifications
- Safety in Design Analysis
- Constructability Report
- Permit list and status
- Schedule and schedule narrative
- ASTM E2516-11 Class 3 estimate

## **3. ARRC 35% Design Review and Project Workshops**

ARRC will review the 35% design deliverables. Comments will be developed and forwarded to the Contractor team. Project development workshops will be held to discuss comments, mitigate issues, update and reevaluate project risks, develop actions, and review costs. Directions developed in the workshop shall be incorporated into the 65% design.

#### 4. The 65% Design Package

This design stage is project definition adequate to produce an ASTM E2516-11 Class 2 estimate. A complete drawing list for all disciplines will be available at this stage (not all drawings will be in progress at this time), and the majority of required calculation packages for each discipline will be complete. In addition, a draft of each of the specifications listed in the concept design will be available for review at this stage. The 65% deliverables shall include:

- Design narrative describing the elements of the design package, including major system components and material selections
- QC review/comment forms
- Design analysis documents for key elements
- Drawings:
  - Title sheet with legend and abbreviations, and a schedule of drawings
  - Staging and Demolition Plans
  - Dock Layout Plan
  - Dock Details and Appurtenances
  - Bulkhead Structural general notes including requirements for special inspection
  - Structural design criteria
  - Bulkhead Elements, Details, and Installation plans
  - Fendering and Mooring Details
  - Electrical and Lighting - Plans & Details
  - Potable Water – Plans & Details
  - Fire Protection - Plans & Details
  - Provisions for Future Shore Power
- Draft Specifications
- Specific analysis documentation
- Safety in Design Analysis
- Constructability Report
- Permit list and status
- Schedule and schedule narrative
- ASTM E2516-11 Class 2 estimate and variance analysis from the 35% Class 3 estimate



## **5. ARRC 65% Review and Project Workshops**

ARRC will conduct reviews of the 65% design deliverables. Comments will be developed and forwarded to the Contractor. A Project development workshops will be held to discuss comments, mitigate issues, update and reevaluate project risks, develop actions, and review costs. Directions developed in the workshops shall be incorporated into the CSCP/GMP and the final design package.

## **6. Construction Services Cost Proposal (CSCP) Submittal Package**

Contractor shall submit the CSCP to ARRC in accordance with Section 3.8 herein.

## **7. 100% Design Submittal Package**

The 100% design package will incorporate all previous review comments and is the last stage for ARRC review. At this stage, this deliverable will be considered construction ready. Contractor shall include a complete drawing and specification package in this design package.

During negotiations on the CSCP, the Contractor's design team shall continue to develop the final design documents. It is anticipated that some level of design effort may overlap with Phase 2 of the Project. The 100% deliverables shall include:

- Design narrative describing the elements of the design package
- QC review/comment forms
- Complete drawings
- Complete Specifications
- Complete calculations package
- Permit list and status
- Final Risk Registry
- Updated Health and Safety Plan, Worker and Public Safety Plan, Quality Control, and Permit Compliance Plans
- Schedule and schedule narrative

## **8. ARRC 100% Design Review and Approval**

ARRC will review the 100% design deliverables. Comments will be developed based on compliance with the CSCP, Performance Requirements and previous comments. ARRC will have the final approval rights on any design element that could potentially impact safety or the integrity of the facility. ARRC's review and comments of the design documents shall not be deemed approval by ARRC of the adequacy of Contractor's design. Contractor shall have the sole risk for any design errors or omissions. The Contractor's design team shall incorporate comments and directions into the Issue for Construction package.

## **9. Issue for Construction**

The Issue for Construction (IFC) package will incorporate ARRC's 100% design comments and will address all comments on previous submissions. All documents shall be signed and sealed by the Design Office Review (DOR). The IFC package will include:

- Final QC review/comment forms

- Sealed drawings
- Sealed Specifications
- Final Safety, Quality Control, and Permit Compliance Plans
- Inspection and testing plan
- Final permit list and status
- Schedule and schedule narrative
- Cost updates

### **Section 3.4 – Scheduling**

Project schedules shall use the Microsoft Project platform, unless otherwise agreed, and be prepared using the Critical Path Method (CPM).

The schedule will demonstrate the constructability of the Project within the allotted Project milestones, identify Project schedule risks and constraints, and be used as a tool for ARRC to coordinate other activities in the area. ARRC may request stand-alone fragmented schedule elements for critical items or in areas of concern.

Schedules shall be updated and submitted at each design submittal, and subsequently with each payment request during construction.

### **Section 3.5 – Cost Estimating**

1. Open book estimating with ARRC will be utilized for transparency. The CSCP will include a coordination letter stating all the Contractor's assumptions including the breakdown/distribution of indirect costs, personnel (crew size, shift length), equipment and rates (e.g., blue book rates), fuel usage rates, fuel costs, materials including sales tax, subcontracts, and any other considerations (e.g., inflation, contingency).
2. The Contractor is required to develop complete open book estimates at each of the design stages. The estimates shall be at a progressively higher accuracy level as the project design is refined. The open book estimates shall comprise detailed reports of item-by-item breakdowns of construction cost presented in the estimating software output files.
3. The Contractor shall provide a cost estimate breakdown structure to refine with ARRC at the Project Initiation Meeting. The Contractor may use its own estimating programs so long as they are consistent with the agreed breakdown structure. The cost-estimating output shall provide the required level of detail and transparency of calculation and rollup as required.
4. The Contractor shall prepare a detailed baseline Critical Path Method (CPM) schedule to serve as the Project baseline schedule, which identifies all activities and progress payment processing during construction. A cost-loaded schedule shall be required at the 35% and 65% submittals, unless otherwise agreed.
5. The Contractor shall provide a successively refined construction cost estimate in accordance with 5 (a) – (h) if this Section 3.5 ("Construction Cost Estimate") during the Pre-Construction Phase. Each Construction Cost Estimate shall be:
  - (a) Comprehensive for the entire Project, with non-compliant construction Work requiring rework or replacement eliminated
  - (b) Presented in the approved cost-estimating model format
  - (c) Inclusive of all direct costs and allowable field indirect costs

- (d) Exclusive of home office overhead and profit, which shall be presented separately as fixed fee
  - (e) Exclusive of risk contingency, which shall be established using the results of the risk analysis and mitigation process
  - (f) Inclusive of contingency that results from incomplete design prior to final IFC documents (“Design Development Contingency”)
  - (g) Based on associated milestone design drawing packages
  - (h) Accompanied by a brief narrative to address variance analysis since the preceding estimate and remaining significant unknowns that may affect the construction cost estimate Contractor shall include (i) a discussion of how specific items were developed in the estimate, such as (but not limited to) fuel pricing, material sources, labor rates, and any craft labor agreements; (ii) a discussion of Contractor’s approach to equipment availability and rental rates, including any equipment adjustments to hourly equipment rates used in the estimate based on scheduled usage of equipment versus length of time equipment will be on the job, or if a buy-sell basis of ownership costs is applicable to the Project; (iii) a discussion of which material and subcontract pricing is firm, which uses plug prices, and the expected variability of such pricing; (iv) a discussion of temporary construction required, such as haul roads, detours, temporary bridges and access, and borrow or waste pit development; and (v) a discussion of approach to schedule, including hours of work, double or triple shifts, weather and winter considerations, and in general the duration of the estimated work.
6. The Contractor shall provide a detailed Construction Cost Estimate for milestones indicated. The estimate is to be developed using current pricing for wage and equipment rates (material pricing will depend on how quoted and the amount of time for which the quote is fixed). All estimates shall represent realistic costs given known conditions (e.g., labor production rates). Since early Construction Cost Estimates will not have the pricing for all material suppliers and subcontractors to enable firm fixed pricing for use in the CSCP, there may be limited items of plug pricing, which should be noted.
  7. Submitted documents shall clearly itemize the estimated costs of performing the Work of the Bid Items and also the Contractor’s field indirect items. A summary-level cost is requested for each of the items provided as well as a detailed cost of each item. The detail shall provide crews with rates of production for each activity within the line item. Crews shall clearly show the numbers of equipment and personnel within each activity and work hours for overtime calculations. Estimates of cost shall be further divided into the customary cost categories such as man-hours, labor, permanent materials, expendable materials, equipment ownership and operation, and subcontract cost, as appropriate. The detail of the work breakdown may include several activities within a line item, and then that shall subtotal to a one-line entry for the summary report. The summary report shall include the same cost categories, along with the unit cost of the total. Further groupings of similar items of Work can be agreed upon to further facilitate reconciliation of ARRC and Contractor estimates. For line items with an incomplete design, a Design Development Contingency shall be developed per line item and be clearly itemized in a separate value from (i.e., separated from the customary cost categories) in the line item estimate.
  8. The Contractor’s estimators shall participate in a design review for each milestone design submittal to discuss development and changes as well as the cost and constructability impacts of the design.
  9. The CSCP shall include an associated schedule for executing the Project.

10. The risk contingency amount, if used, shall be reflected in a separate line item.
11. The Contractor's field indirect costs shall be included in the Cost of the Work. The list below shows an example breakdown of indirect cost categories that is acceptable to ARRC. However, it is also acceptable to use the Contractor's own customary indirect template with an explanation of the costs included within each item, as long as the level of detail is similar to that shown below. Field indirect costs shall include the following categories (as applicable):
  - (a) Job Supervision and Overhead: Wages, including benefits, payroll insurance and taxes for onsite management, supervision, engineers, safety personnel, quality control staff, and administration staff.
  - (b) Survey: Cost of construction survey including both Contractor-hired and outside service.
  - (c) Site Office Expense: Ownership or rental of building, maintenance, removal, utilities, office and engineering expendables, furniture, computers and infrastructure, and photographs.
  - (d) Insurance and Taxes: Insurance other than that based on payroll, and other specified or the Contractor's required insurances; taxes excluding payroll taxes such as property tax.
  - (e) Temporary Buildings: Ownership or rental, setup, maintenance, and removal of such buildings as ARRC's office (if not a direct bid item), warehouses, first aid building, and other miscellaneous temporary buildings.
  - (f) Personnel Expense: Small tools and supplies, safety expendables, drug screen testing, training, physicals, and hiring expenses; per-diem costs for craft or indirect personnel. Limited relocations of supervisory personnel may be discussed with ARRC for inclusion in this category.
  - (g) Project Utilities: Site utilities such as temporary electric, water, and sanitary.
  - (h) Mobile Equipment: Overhead vehicles, maintenance equipment and personnel (if not in Equipment Operating Expense as defined below), and general service equipment and personnel (such as flatbeds and forklifts if not in direct cost).
  - (i) Mobilization: Transportation of equipment and other items for move in, move out, set up, and take down, including personnel moves and related expense.
  - (j) Construction Plant: Site fences, parking areas, material yards, temporary access, and other such special construction not included in direct costs. Haul road construction and maintenance to be included in direct costs.
  - (k) Quality Control: Cost of quality control labor, equipment, and supplies and outside services and Contractor-hired personnel with site overhead wages.
  - (l) Bonds: Payment and performance bond or other guaranties as specified or allowed, including subcontract or material bond.
  - (m) The Contractor is cautioned that the proposed indirect costs and level of supervision and management that are presented should in normal course of the work be actually mobilized to the field. ARRC expects that the field supervision and management presented in the proposed indirect costs will actually be mobilized to the field and that ARRC will benefit from this management in execution of the contract. If significantly less management effort is actually expended on the project than is represented in the

proposed indirect costs, ARRC reserves the right to re-negotiate this item at its discretion.

Allowable Construction Costs for Direct and Field Indirect Costs: Definitions of some of the items included in direct and field indirect costs are set forth below and shall not be included in the fixed fee:

1. Labor: Wages and add-ons including overtime, vacation pay, and all fringe payments such as health and welfare, pensions, and any other that may be included in union agreement or as paid to both craft and staff employees. Payroll insurance including Worker's Compensation and General Liability, if based on labor amounts. Payroll taxes, including FICA and State and Federal unemployment.
2. Permanent Materials: Materials incorporated into the Work. Includes estimated loss, waste, and non-pay overruns, and any shipping for these materials.
3. Construction Expendable Materials: Non-permanent materials, temporary facilities, small tools, formwork, temporary construction, office supplies, services, insurance, and taxes.
4. Equipment ownership: Rental or ownership charge of both company-owned and outside rentals on any rentals. Equipment rental rates shall be subject to review and shall be customary for the work required.
5. Equipment Operating Expense: Repair parts, tires and tracks, repair labor, services and fuel, and oil and grease.
6. Subcontract: Items of work subcontracted, including contracted trucking.

Use of Cost of the Work Estimate: The detailed cost breakdown structure will be the basis of developing the Construction Cost Estimates during pre-construction and of preparing the CSCP.

Following the submission of milestone estimates, and after ARRC has had an adequate time to review the information provided, ARRC, its representatives, and the Contractor will meet to address an questions regarding the estimate, identify means and methods to potentially reduce costs, mitigate construction impacts to existing operations, or improve schedule, and reconcile to the extent possible estimates generated by ARRC and the Contractor.

Construction Fee: The Contractor shall propose a Fixed Fee for the Work expressed as a percentage of the Cost of the Work. The fixed-fee percentage will include the profit and the home office overhead (G&A) allocated to the Project. The fixed-fee percentage proposed in the RFP will be used in the Construction Cost Estimates and final CSCP.

The profit component of the Fixed Fee is to include any bonuses and incentives but shall exclude all costs associated with direct Project construction activities, including but not limited to risk or risk contingency. Home office overhead (G&A) is defined as all auditable costs that are allocated to all of the Contractor's ongoing projects, including insurance that is maintained as a general cost of doing business.

The Fixed Fee shall not include any field indirect costs or direct costs of the Project and the fixed-fee percentage shall be applied to the total estimated construction cost.

### **Section 3.6 – Construction Services Cost Proposal (CSCP)**

The Contractor shall submit a CSCP when the design plans and construction documents are completed to a level sufficient to do so. ARRC anticipates Contractor will prepare the CSCP following the 65% submittal review.

All costs associated with developing and negotiating the CSCP shall be included in the Pre-Construction Services Cost Proposal required by this RFP.

The CSCP shall include, at a minimum, the following components:

- A fixed price for the Cost of Work for items fixed project elements
  - A unit price Cost of Work and estimate quantity for project elements that ARRC and the Contractor agree cannot be reasonably paid in a fixed price format
  - A fixed price cost detailed by the Risk Register for those risk items to be borne by the Contractor
  - A Construction Fee, as a percentage of the Cost of Work, and applied to fixed fee items, as provided in this proposal. The same percentage will be applied to the unit cost for those items not paid as a fixed price.
- Provisions for Long Lead Time Procurement (LLTP) pricing, if used. LLTP for construction items will be paid based on an agreed upon unit price prior to negotiation of the Amendment for Construction. All costs or expenses in excess of the LLTP GMP shall be borne by the Contractor, unless adjusted by a previously approved written work order.
  - Proposed terms affecting the Project delivery including actions or efforts to be performed by ARRC or other third parties
  - Construction schedule
  - Construction Quality Control Plan.
  - Permit Compliance Plan including anticipated approaches to comply with requirements

The Contractor should expect several rounds of negotiations to arrive at an agreed upon CSCP. Negotiation meetings will primarily occur with staff from the Contractor, the ARRC PM, ARRC's consultants, and ARRC's Procurement Officer. Additional parties, including the ICE, may be brought into the negotiations.

ARRC reserves the right to publicly advertise for construction, or cancel this solicitation, if ARRC determines an Amendment for Construction will not be completed in time to meet the deadline for negotiation of the CSCP.

### **Section 3.7 – ARRC's Option to Enter Into Phase 2**

- A. After submission of the CSCP, Contractor and ARRC shall meet to discuss and review the CSCP. The ARRC shall make its best efforts to provide such comments within twenty (20) days of receipt of the CSCP, unless ARRC provides notification that it requires additional time for review. If ARRC has any comments regarding the CSCP or finds any inconsistencies or inaccuracies in the information presented, it shall give written notice to Contractor of such comments or findings in a reasonably prompt manner. If appropriate, Contractor shall, upon receipt of ARRC's notice, make appropriate adjustments to the CSCP. To assist in the ARRC's review of the CSCP, the Contractor shall, upon receipt of ARRC's RFI, provide all information, including but not limited to all data, reports, cost analysis, pricing, designs and specifications on which the Contractor relied or used as a basis for the CSCP. ARRC shall make its best efforts to review any revised CSCP within twenty (20) days of receipt of the revised CSCP.

- B. Contractor and ARRC shall diligently pursue negotiations in order to meet the deadline established in Section 2.4 herein for the Negotiated Construction Services Cost Proposal.
- C. ARRC, at its sole discretion, may exercise its option to enter into Phase 2.
  - i. If ARRC accepts the Negotiated CSCP, the parties shall enter into the Amendment for Construction. The total compensation paid to Contractor for the Project shall not exceed the pricing, costs, and fees established in the Negotiated CSCP.
  - ii. ARRC may suggest modifications to the CSCP, whereupon, if such modifications are accepted in writing by Contractor, the CSCP shall be deemed accepted and the Parties shall proceed in accordance with subsection i above.
- D. If ARRC decides not to exercise its option to enter into Phase 2, or rejects the CSCP, or fails to notify Contractor in writing on or before the Negotiated CSCP deadline that it has exercised its option to enter into Phase 2, the CSCP shall be deemed withdrawn and of no effect. In such event, ARRC and Contractor shall meet and confer as to how the Project will proceed, with ARRC having the following options:
  - i. ARRC may authorize Contractor to continue to proceed with the Work on the basis of reimbursement as established by written Amendment to the Contract; however, Contractor may not exceed any not to exceed amount (NTE) or Lump Sum that may be established between the Parties; or
  - ii. ARRC may elect not to exercise its option to enter into Phase 2. In such case, the Contractor shall be compensated for the amount incurred as supported by Contractor's Application for Payment and subject to Contractor's Pre-Construction Phase Services Price, as accepted by ARRC and made part of the Contract. The compensation set forth herein shall be the Contractor's sole compensation for the Project if ARRC elects not to exercise its option to enter into Phase 2, and the Contractor hereby agrees that it will not seek any other compensation, remedy or damages of any kind whatsoever if ARRC elects not to exercise its option to enter into Phase 2.
- E. The Contractor shall not perform any Work contained within the CSCP after the submission of the CSCP unless ARRC exercises its option to enter into Phase 2 and has approved and signed the CSCP unless the Contractor obtains ARRC's prior, written consent to perform such Work and only to the extent that such Work is expressly described in writing in such written consent.
- F. If the Contractor performs Work contained within the CSCP after the submission of the CSCP but before the Parties enter into the Amendment for Construction, Contractor shall be compensated pursuant to the Negotiated CSCP and in accordance with ARRC's written consent.

### **Section 3.8 – Risk Management**

The following section provides a summary of ARRC's approach to risk management, and the tools ARRC has developed to assist Contractor with risk management.

During the Pre-Construction Phase, the Project Team collaboratively assesses the project risks through a series of risk management meetings. These meetings will be held in conjunction with

the milestone and design submittal meetings to focus on identifying and assessing Project risks and investigating innovative design solutions. The Project Team will identify Project risks during the Pre-Construction Phase. The Contractor shall initially identify the Project risks and propose methods for controlling those risks. These Contractor-identified risks become the basis of the initial project risk matrix (See Attachment 4 – SAMPLE ARRC Risk Register template), which the Contractor shall maintain. The Project Team reviews the risk matrix to reach a consensus of Project risks, agree on the likelihood that the risk will occur, and discuss a general approach to mitigate the risk or maximize an opportunity to provide value to the Project. Additional Project risks are then identified and addressed throughout an iterative design development process.

Once a risk has been identified and quantified, it is assigned to either ARRC or the Contractor. The goal is to assign the risk to the party who is best able to control the risk. Risks can be allocated solely to the Contractor or ARRC, or they can be shared. Risk is accounted for in three ways: (1) risk that is allocated to the Contractor is included within the Contractor's bid items; (2) risk that is allocated to ARRC is accounted for in the ARRC Risk Pool; and (3) risk that is to be shared is accounted for in the Shared Risk Contingency Pool.

### **Section 3.9 – Construction Phase (Phase 2)**

Upon execution of the Contract Amendment for Phase 2 (“Amendment for Construction”) and Notice to Proceed, the Contractor will construct the Project as stipulated in the Amendment for Construction. ARRC approval of the final issued for construction (IFC) documents will be based upon the terms of the Amendment for Construction. The plan approval process is intended to ensure that the Plans were designed to ARRC's Performance Requirements and the Amendment for Construction. ARRC is not liable for any errors or omissions associated with the designs.

The Contractor shall prosecute the Work in accordance with the agreed schedule and in accordance with permits and in coordination with all stakeholders.

During the Construction Services Phase of the Project, the Contractor shall:

- Complete design (Associated with Phase 1)
- Coordinate as necessary with ARRC Reserve Port operations for the availability of lay-down space, ship berthing, and construction traffic
- Bond and insure the construction
- Procure materials unless specifically excluded from the Contractor's scope of work
- Procure sub-contractors
- Develop on-site work spaces within designated staging areas
- Obtain final governmental approvals and permits, unless specifically excluded from the Contractor's scope of work.
- Provide and implement a Permit Compliance Plan. Address and adhere to all federal, state, tribal, and local permitting and environmental requirements
- Provide and implement Quality Control activities and maintain records. Comply with requests for Quality Assurance by ARRC.
- Provide and implement a Health and Safety Plan and Worker and Public Safety Plan
- Maintain security of the construction site
- Maintain a safe clean and well-organized work zone/work site
- Perform the required demolition and construction work



- Manage construction related contracts
- Supervise subcontractors, suppliers and Contractor's personnel
- Review shop drawings, material and equipment submittals for consistency with the design intent and the Specifications; perform code compliance and compliance in accordance with the design intent and geometry of the Project
- Dispose of demolished materials that are not to be integrated into construction, unless otherwise approved by ARRC
- Coordinate with utility providers and ARRC for removal and installations
- Perform construction observations. The Contractor's design team will perform periodic reviews of the construction in progress to verify that materials and workmanship are consistent with the design intent and required long term performance of the Project. If discrepancies are noted in any element of the Project by the design team during periodic observations, the Contractor and ARRC PMs and CMs shall be immediately notified so that the issue can be resolved prior to execution of further stages of construction.
- Final Inspection. At completion of construction, the design team shall participate in a final inspection of the Work to verify the Project is compliant with the design drawings and Specifications and is ready to be turned over to ARRC.
- Maintain record drawings during construction (redlines)
- Provide all Project files and the final set of record drawings for the Project. The design team shall verify that the changes to the original IFC set are consistent with the RFI, submittal logs, and their periodic field observations. This information will include methods, assumptions, procedures, alternatives analyzed, recommended course of action, and originals of all files generated for the Project, including working maps, calculation sheets, and supporting documentation. Computer and electronic data, files, and maps will also be delivered to ARRC. Record drawings will be signed, sealed, and delivered to ARRC. For this Project, ARRC will require electronic data to be transferred on computer CDs in the following formats: Microsoft Word for text; AutoCAD for record drawings; and Excel for data. Before final delivery, documents will be organized and numbered based on ARRC's direction.
- Certificate of Completion. Provide a Certificate of Completion, indicating that the work has been performed in accordance with the construction documents.
- Provide support for ARRC's community outreach
- Complete the construction no later than dates indicated on the Project schedule

During the Construction Phase of the Work, ARRC will engage in the following tasks:

- Provide Construction Management Services to integrate with the Contractor's constructor
- Provide Quality Assurance (QA) and oversight to Contractor's QC process
- Respond to Requests for Information (RFIs) from the Contractor
- Review and provide oversight of submittals and shop drawings; approve changes in materials and equipment that differ from those specified in the design if the change meets or exceeds the design intent, and review shop drawings

- Periodically review the Project delivery status and adherence to the Performance Requirements; provided, however, ARRC shall not have any liability with respect to construction activities.
- Visit the construction site, off-site fabrication facilities and approved storage sites at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work

## **Section 4 – Proposal Information and Conditions**

### **1. Pre-Submission Proposal Inquires**

Proposers shall promptly notify ARRC of any ambiguity, inconsistency, conflict, or error which they may discover upon examination of the solicitation documents. Verbal inquiries regarding this RFP are not permitted. All inquiries must be made in writing and received at ARRC’s offices 10 days prior to the Proposal Submission Deadline. Written inquiries must be submitted to Michele Hope hopem@akrr.com.

ARRC will respond to all or part of the written inquiries received through the issuance of a written Addendum to the RFP, if in the opinion of ARRC, such information is deemed necessary to submit proposals or if the lack of it would be prejudicial to other prospective Proposers. Oral and all other non-written responses, interpretations and clarifications shall not be legally effective or binding. Any Proposer who attempts to use or uses any means or method other than those set forth above to communicate with ARRC or any director, officer, employee or agent thereof, regarding this RFP shall be subject to disqualification.

## **Section 5 – Submission Requirements, Instructions and Format**

### **1. Proposal Submission Deadline.**

Proposals will be received until 3:00 PM LOCAL ALASKA STANDARD TIME (AKST) on **THURSDAY, March 10, 2021** (“Proposal Submission Deadline”) via Dropbox.

Proposals received after the time and date set forth above will be rejected. Proposers shall comply with all proposal submittal instructions set forth in the cover letter to this RFP. All proposals submitted in response to this solicitation must be signed by an individual with the legal authority to submit the proposal on behalf of the Proposer.

**2. Proposal Open and Subject to Acceptance.** All proposals shall remain open and subject to acceptance by ARRC for sixty (60) days after the deadline for proposal submission.

**3. Proposal Opening.** Proposals will be opened privately at ARRC’s convenience on or after the Proposal Submission Deadline.

**4. Reserved Rights.** In addition to other rights in this RFP, ARRC reserves, holds and may exercise at its sole discretion, the following rights and options:

- (a) To supplement, amend, or otherwise modify or cancel this RFP with or without substitution of another RFP.
- (b) To issue additional or subsequent solicitations for proposals.
- (c) To conduct investigations of the Proposers and their Proposals, including inspection of their facilities.
- (d) To clarify the information provided pursuant to this RFP.

- (e) To request additional evidence or documentation to support the information included in any proposal.
- (f) To reject any and all proposals, or parts thereof, and/or to waive any informality or informalities in any of the proposals or the proposal process for the RFP, if such rejection or waiver is deemed in the best interest of ARRC.
- (g) To award a contract or contracts resulting from this solicitation to the responsible Proposer whose Proposal conforming to this solicitation will be most advantageous and provide the best value to ARRC and the Project.
- (h) To negotiate any rate/fee offered by a Proposer. ARRC shall have the sole right to make the final rate/fee offer during contract negotiations. If the selected Proposer does not accept ARRC's final offer, ARRC may, in its sole discretion, reject the Proposal and start negotiations with the next highest ranked Proposer.
- (i) If an award is made and, prior to entering into a contract, subsequent information indicates that such award was not in the best interest of ARRC or the Project, ARRC may rescind the award without prior notice and either award to the next ranked Proposer, publicly bid the Project, reject all Proposals or cancel the solicitation.

**5. Proposal Costs.** Each Proposer shall be solely responsible for all costs and expenses associated with the preparation and/or submission of its proposal, and ARRC shall have no responsibility or liability whatsoever for any such costs and expenses. Neither ARRC nor any of its directors, officers, employees or authorized agents shall be liable for any claims or damages resulting from the solicitation or collection of proposals. By submitting a proposal, the Contractor expressly waives (i) any claim(s) for such costs and expenses, and (ii) any other related claims or damages.

**6. Taxes.** Pursuant to AS 42.40.910, ARRC is exempt from all forms of state or local sales, property and other taxes. Accordingly, any Contractor who submits a proposal shall not include any such tax in any of its proposal prices or in any calculation thereof.

**7. Proposal Format.**

Interested firms shall submit

A. An electronic copy of:

1. A signed cover letter of a maximum two (2) pages which should:
  - introduce the proposed firm,
  - summarize the main qualifications of the firm, verify that the firm meets the minimum qualifications, and verify whether the firm qualifies for the Alaska Bidder/Offeror's Preference – if applicable (item #15)
  - disclose any information that may pose an actual conflict of interest in providing these services or give the appearance of a conflict of interest
  - provide a representative list of clients including addresses, contact names and phone numbers
  - include any other information the Proposer deems will emphasize the Proposer's ability to successfully perform the services required and demonstrate why selection of Contractor would be advantageous to ARRC
2. Technical Proposal. The body of the Proposal shall have a maximum of thirty (30) pages, which includes all resumes and exhibits. The page count does NOT include the 2-page cover letter, the questionnaire response, or the required forms.

3. Required Forms
4. Letter from Bonding Surety demonstrating ability to bond the construction project at 100%.
5. Confirmation of any addenda issued

B. In a separate electronic document:

1. Pre-Construction Services Cost Proposal

- a. Shall be submitted as a Fixed Price
- b. The cost proposal shall be organized by Project Tasks, as defined below in this Section 7(B)(1)(a). Costs and expenses shall be itemized per Project Task and shall include labor categories, labor rates inclusive of audited overhead, labor hours, travel expenses, other direct costs (ODCs), funding fee, and profit. The fee proposal may modify this itemization to address proposed Project delivery. The Project Tasks may be augmented to address proposed Project delivery.

Project Tasks

1. Project Management/Administration/Legal
2. Cost Estimating
3. Environmental/Permitting
4. Design and Engineering, to include, at a minimum:
  - Marine Structural
  - Geotechnical
  - Civil/Utility Engineering
  - Electrical/Lighting
  - Mooring/Berthing
  - Corrosion Engineering
- c. The proposed cost for design and engineering shall include a separation of costs between the 65% design submittal and final IFC.
- d. No costs for construction support shall be included unless specific to assistance with procurement and/or execution planning.
- e. ODCs: The fixed fee shall also include all ODCs such as materials, commercial production, media costs, equipment, and labor that support the Work and directly support the service being provided. ODCs may be handled in-house or through subcontracting that is necessary to complete the Project. A maximum mark-up of 5% is permitted on materials, travel and ODCs.

2. Construction Fee Proposal

Construction Fee shall be a percentage of the Cost of Work, for the construction of the Project, excluding Pre-Construction Phase Work and post-construction activities. For purposes of this proposal, assume construction cost at \$40M.

- a. Fee shall be expressed as a percentage and shall consist of profit and any other applicable indirect costs. Profit does not need to be identified separately; all components should be combined to form a single percentage fee.
- b. This fee will be applied to all Construction Phase Work performed, should the Proposer be awarded an Amendment for Construction.

The \$40M construction cost is for evaluation purposes only. ARRC provides no guarantee of the actual construction costs.

**8. Capacity to Perform.** Any Proposer considered for award as a result of this solicitation may be required to make assurance to the Contract Administrator concerning the Contractor's capacity and capability to perform. Previous contracts of a like nature, financial solvency, and other information may be requested of the considered Proposer. Failure to provide assurances requested in a timely manner may be cause for rejection of the Proposal.

**9. Purchase Obligation.** ARRC and responding Proposers expressly acknowledge and agree that ARRC has made no express or implied promises to expend any dollar amounts with respect to the services addressed by this RFP. By submitting a Proposal in response to this RFP, each Proposer acknowledges and agrees that the provisions of this RFP, and/or any communication, statement, act or omission by representatives of ARRC (including consultants) in the selection process, shall not vest any right, privilege, or right of action in any offer.

**10. Exceptions to Terms, Conditions and Specifications.** Each Proposer shall indicate all exceptions to terms, conditions, and Specifications of this solicitation individually in its proposal. Exceptions received or placed after the Proposal Submission Deadline will be considered as counter offers and as such will render the entire proposal non-responsive. ARRC may only consider exceptions that conflict with regulations or existing law.

**11. Public Information.** All submitted proposals will be considered confidential until notice of intent to award is issued. After notice of intent to award is issued, all proposals will become public information.

**12. Qualifications of Proposers.**

General Qualifications:

Proposers will be evaluated by ARRC based upon their experience, financial stability, appropriate equipment, responsiveness, technical knowledge and general organization. ARRC reserves the right to take any actions it deems necessary to determine if Proposers have the ability to perform the work outlined in the Scope of Work in a satisfactory manner. Such actions will include an evaluation of the Proposer's qualifications and references prior to contract award. Proposers may be disqualified, and their Proposals rejected, for any reason deemed appropriate by ARRC including, but not limited to, the following:

- (a) Any evidence of collusion, including between Proposers.
- (b) An unsatisfactory performance record on projects performed for ARRC, or any other organization.
- (c) In the opinion of ARRC, the appearance of financial instability or evidence that a Proposer may not be financially able to complete the Scope of Work in a satisfactory manner.
- (d) If a Proposer has failed to complete one or more public contracts in the past.
- (e) If a Proposer has been convicted of a crime arising from previous public contracts.
- (f) If a Proposer is not authorized to perform work in the State of Alaska.

**13. Thorough Review of RFP.** Proposers are required to carefully examine this RFP and its associated documents, and are encouraged to participate in the non-mandatory pre-proposal meeting at the work site prior to submitting a Proposal for work outlined in the Scope of Work. Submission by Proposer of a Proposal shall be considered conclusive evidence that the Proposer

fully understands all the requirements of the Scope of Work. By submission of a Proposal, Proposer further warrants, agrees, and acknowledges all of the following:

- (a) The Proposer has taken all necessary steps to determine the full scope, nature and location of the work outlined in the Scope of Work.
- (b) The Proposer perceives no ambiguity in the RFP documents or the work as outlined in the Scope of Work, Project Requirements, or Specifications.
- (c) The Proposer is familiar with the work site and is satisfied that no conditions exist that could affect the performance and/or cost of work outlined in the Scope of Work including, but not limited to, conditions related to the following:
  - a. Movement of personnel and materials on or off the work site.
  - b. Safety of personnel while on work site.
  - c. The availability and accessibility of communications systems, water, and electric power at the work site.
  - d. Environmental controls or protection from weather elements provided at the work site.
  - e. The Proposer is satisfied as to the character, quantity and quality of materials and services to be provided by ARRC pursuant to this RFP.
  - f. The Proposer confirms that the amount of time allowed for completion of the Scope of Work is adequate.
  - g. The Proposer is familiar with and shall comply with all applicable Federal, State and local laws, ordinances and regulations that might affect the work associated with the Scope of Work or those engaged in activities related to the work.

Any failure of a Proposer to take the actions described above to support the required acknowledgements associated with submission of a Proposal shall not relieve a Proposer from the following responsibilities:

- (a) The Proposer is responsible for properly estimating the difficulty and cost of successfully performing the work required by the Scope of Work.
- (b) The Contractor is responsible for completing the work required by the Scope of Work without additional expense to ARRC.
- (c) By submission of a Proposal, the Contractor agrees that ARRC will not be liable for any claims whatsoever (including, but not limited to, claims for additional payments or time) resulting from the following:
  - a. Contractor's failure to investigate and become sufficiently knowledgeable of the Scope of Work and conditions under which the work is to be performed.
  - b. Contractor's perception of ambiguity in this RFP document and/or the Scope of Services if:
    - i. The Contractor discovers the ambiguity, but fails to notify ARRC; or,
    - ii. The Contractor fails to discover any ambiguity that would be discovered by any reasonably prudent Contractor in preparing a Proposal.
  - c. Contractor's lack of familiarity with any Federal, State, and local laws, ordinances and regulations that may, in any manner, affect cost, progress or performance of activities required by the Scope of Work.

#### **14. Licensing**

Proposers shall possess an Alaska business license prior to award. Partnerships and joint ventures, regardless of type of services provided, must be licensed and registered in the legal name of the partnership or joint venture as used in their proposal.

Proposers shall also be registered as a general contractor in accordance with AS 08.18 and 12 AAC 21 prior to award, or licensed as an architect or engineer in accordance with AS 08.48 and 12 AAC 36. Professional licensing will be required for the appropriate Contractor entities and members of the Project Team prior to submittal of proposals. Proposers may contact the Alaska Department of Commerce, Community, and Economic Development, at P.O. Box 110806, Juneau, AK 99811-0806, telephone number (907) 465-2550, or at <http://www.commerce.state.ak.us/CBP/> for information.

#### **15. Alaska Bidder's Preference**

For the purposes of evaluating the price evaluation criteria, the proposed price of a Proposer who qualifies as an Alaska Bidder shall be reduced by 5%. The preference will be given to a Proposer who:

- (a) holds a current Alaska business license;
- (b) submits a proposal for goods or services under the name on the Alaska business license;
- (c) has maintained a place of business within the state staffed by the Proposer, or an employee of the Proposer, for a period of six (6) months immediately preceding the date of the proposal;
- (d) is incorporated or otherwise qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- (e) if a joint venture, are composed entirely of entities that qualify under (a)-(d) of this subsection.

Proposers seeking an Alaska Bidder's Preference must include a statement within their cover letter certifying that the Proposer meets the above requirements and is eligible to receive the Alaska Bidder's Preference. Copies of any relevant documentation should also be provided; this documentation does NOT count toward the page limit.

If the offeror is a LLC or partnership as identified in (d) of this subsection, the statement must also identify each member or partner and include a statement certifying that all members or partners are residents of the state. If the offeror is a joint venture which includes a LLC or partnership as identified in (d) of this subsection, the statement must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

## **Section 6 – Selection Process/Award Criteria**

### **Section 6.1 - Selection Process**

The selection of a Proposer to perform the services for the Project will be made by an ARRC Selection Committee that will evaluate and score the Proposals in accordance with the criteria specified herein. ARRC may award a contract based solely on the initial scoring and Proposals

should be prepared with the intention of providing the best possible description of relevant experience, expertise, and project approach. However, ARRC reserves the right to extend the evaluation process by selecting a short list of two or more of the highest ranked Proposers to provide oral presentations. In the event that oral presentations are required, the selected Proposers will be provided with additional information about the format, length, content, and scoring to be used.

## **Section 6.2 – Evaluation Criteria**

Proposers will be evaluated based on their responses to the following criteria:

- 30% Qualifications
- 30% Design Concept
- 20% Collaboration and Risk Mitigation
- 20% Cost

### **TECHNICAL CRITERIA**

#### **6.2.1 - Contractor Team Qualifications**

**Weight: 30**

**Team Organization.** Describe the administrative and operational structures that will be used for performing the proposed services for Pre-Construction Phase Services and Construction Phase:

- Identify who will have overall responsibility for the Project.
- Identify the lines of authority and provide an organization chart including Pre-Construction and Construction Phase personnel.
- Identify the location(s) where the various contract services will be performed, and how communications will be maintained between Proposer’s Project staff, ARRC, and (as applicable) any other government agencies or the public.
- Describe how individuals on the proposed management team will interact with ARRC and Engineer(s) of Record during performance of the contract.

**Proposed Key Personnel.** The successful Proposer will provide Key Personnel for the Project whose skills and expertise will be components to Project success. For this section, the Proposers shall provide a narrative for the Key Personnel and other personnel identified as critical to the Project. References for the Project Manager and Design Manager are encouraged. The Key Personnel are anticipated as:

- Project Manager
- Construction Manager
- Cost Estimator
- Safety Manager
- Design Manager
- Key Design Leads
- Environmental Lead
- Quality Control Manager

Proposals shall name all individuals to be “in responsible charge” for performance of Architecture, Engineering, or any other key functions, and name other key individuals deemed essential to perform the contract.

**CAUTION – All individuals “in responsible charge” to perform Architecture and Engineering require an Alaska registration and must be identified in the Proposal.**



Proposals shall describe why the named individual was selected for the stated position for this Project. Describe experience on projects with similar size, complexity and challenges, scope, schedule, delivery methods, stakeholder interaction, and value.

**Team Experience.** The Proposer should describe the constructor and design team's experience on similar projects, alternate project delivery methods, sensitive environmental/regulatory conditions, work in marine environments, and their record of completing contracts on time and within the fixed price.

**Team Capacity.** Proposers shall briefly address its Team's capability to provide additional services or services under an accelerated schedule, and the Team's capability to reassign personnel, equipment, and facilities should the Work either not require them or be delayed.

### 6.2.2 – Design Concept

**Weight: 30**

**Design Compliance with Project Goals and Performance Requirements.** Provide a description and details of the dock design concept. Include approach to demolition and removal of the existing facilities. Discuss proposed concept construction methods. Provide a narrative on why this system was selected, including comparative advantages and disadvantages of the proposed concept to alternative designs.

**Potential to meet Budget.** Discuss how the proposed concept will be able to be designed and constructed within the Project Budget. Describe any potential for cost saving measures that might be incorporated.

**Potential to meet Schedule.** Provide a concept schedule demonstrating how the proposed design will be delivered to meet the project schedule milestones. Include contingency plans and/or work-arounds to ensure the Substantial Completion Deadline is met. The Proposer's schedule should reflect work breakdown structure commitments for the design, permitting, procurement, demolition, and construction in accordance with the technical requirements. Note any key sequencing of Work, including Early Work Packages.

### 6.2.3 – Collaboration and Risk Mitigation

**Weight: 20**

**Partnering Methods.** Describe your experience utilizing partnering methods and other techniques to promote collaboration and avoid claims. Include how partnering techniques were executed throughout the design and/or construction process.

- Explain how these techniques improved project elements such as schedule, cost control, and customer satisfaction.
- Provide specific examples of partnering and/or claims mitigation.
- Explain how the practiced methods avoided claims and/or helped facilitate agreements between Owner and Contractor on construction contracts.

**Compromise.** Proposers shall explain the approach to compromise and negotiations they propose to utilize during design development and construction. During the Pre-Construction Phase, Proposers shall describe how they will facilitate fair and transparent pricing, resolution of controversy, and integration with the ARRC team to develop mutually acceptable commercial terms and construction pricing.

**Risk Management.** Describe your approach toward managing risk and the strategy you propose to utilize. Explain how you will identify, price, and mitigate risk. Discuss how your risk management strategy will support the team, provide the best value to the Project, and deliver the Project on or ahead of schedule.

## **COST CRITERIA**

CAUTION: Submittal of Proposer's "standard" rate schedules or other pricing documents which are not in required format will be deemed non-responsive.

Rates and costs proposed by the Proposer selected for contract negotiations may be investigated for reasonableness and allocability in accordance with 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.

### **6.2.4 – COST**

**Weight: 20**

ARRC will evaluate the combined Pre-Construction Services Cost Proposal and the proposed Construction Fee, which is multiplied by an estimated \$40M construction cost.

The \$40M construction cost is for evaluation purposes only. ARRC provides no guarantee of the actual construction costs.

Distribution of points: The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost will be determined using the following formula:  $(Price\ of\ Lowest\ Cost\ Proposal) \times (Maximum\ Points\ for\ Cost) \div (Cost\ of\ Each\ Higher\ Priced\ Proposal)$ . Cost shall be reduced for the above calculation by the following applicable percentage when the rates are from Proposers that **designate Alaska Bidder Preference in their cover letter**.

### **Section 6.3 - Evaluation of Proposals**

Proposals will be evaluated by an ARRC evaluation committee (the "Evaluation Committee"). Proposals will be evaluated and scored with respect to the responsiveness to the submittal requirements and Project Goals. Each criterion has an assigned weight for this RFP which demonstrates its relative importance. The total of all criterion weights is equal to 100.

1. Scoring of Proposals will be accomplished as follows:
  - 1.1 Each evaluator will individually read and rate each Proposer's response to each criterion described in Section 6 - Technical Proposal. Ratings will be based solely on contents of the subject Proposal and in compliance with the ARRC's instructions to the Evaluation Committee with respect to numerical ratings. Ratings will be multiplied by the assigned weights for each criterion to obtain criteria scores.
  - 1.2 After completion of individual ratings, the Evaluation Committee will meet to discuss and assign final scores to each of the Proposals. Evaluators may then alter their ratings; however, any changes shall be based solely on the criteria set forth in Section 6.
  - 1.3 The Procurement Department will evaluate the Cost Criteria. Cost will be calculated based on criteria descriptions.
  - 1.4 The order of ranking for the Proposals will be based on the numerical value of the overall score for each Proposal.
2. The Evaluation Committee may discuss factual knowledge of a Proposer (and any proposed subcontractors) with respect to prior work experience and performance, including projects referenced in the subject Proposal and may contact listed references in the Proposal.

3. The Evaluation Committee may conduct discussions or interviews with responsive Proposers for the purpose of clarification and to assure ARRC has a full understanding of the subject Proposal. ARRC shall have the right, in its sole discretion, to request Best and Final Offers (BAFO) from the responsive Proposers for final scoring by the Evaluation Committee.

4. All Proposers will be advised of the Proposer(s) selected for negotiation and, after completion of negotiations, the Notice of Intent to Award will be provided to all Proposers. If contract negotiations are unsuccessful with Proposer(s) selected for negotiation, ARRC may either cancel the solicitation or negotiate with other Proposers in the order of ranking.

## **Attachments**

### **Procurement Documents/ Forms**

#### 1 PDB General Provisions

- a. Drug and Alcohol Free Workplace and Wage & Hour Requirements
- b. PDB General Conditions for Construction
- c. Supplemental Conditions
- d. Construction Quality Control Plan (CQC)

#### 2 Forms

- a. List of Required Forms
- b. Service Bid Form 395-0129
- c. Contractor's Responsibility Questionnaire
- d. Performance Bond
- e. Payment Bond
- f. Subcontractors List

#### 3 Federal and State Wage Provisions

- a. Laborers' & Mechanics' Minimum Rates of Pay, Title 36. Public Contracts, AS 36.05 Pamphlet No. 600 Issue 43 Effective September 1, 2021

### **Project Documents/ Forms**

#### 4 SAMPLE ARRC Risk Register Template

#### 5 Performance Criteria

#### 6 Seward Passenger Terminal Concept and Site Plans