

## STATE OF ALASKA Department of Environmental Conservation Village Safe Water Program

Request for Proposals (RFP) RFP # VSW-KCC-2019-31

City of Coffman Cove, Alaska Design Services

Date of Issue: April 10, 2019

Proposal Due Date & Time: May 1, 2019 by 3:00 P.M. AKST

## **TABLE OF CONTENTS**

## SECTION

#### PAGE #

1.0	PURPOSE OF THE RFP	3
2.0	BACKGROUND	3
3.0	SCOPE OF SERVICES	3
4.0	MINIMUM QUALIFICATIONS AND EXPERIENCE	5
5.0	RFP AND CONTRACT SCHEDULE	5
6.0	PROCESS FOR SUBMITTING PROPOSALS	5
7.0	PRE-PROPOSAL CONFERENCE	7
8.0	PROPOSAL PREPARATION COSTS	7
9.0	PROPOSAL FORMAT GUIDELINES AND EVALUATION SCORING	7
10.0	MBE/WBE PREFERENCE	9
11.0	CORRECTION AND WITHDRAWL OF PROPOSALS	10
12.0	PUBLIC RECORD	10
13.0	ASSISTANCE TO PROPOSERS WITH A DISABILITY	10
14.0	FEDERAL DEBARMENT CERTIFICATION AND BYRD ANTI-LOBBYING	
	AMENDMENT	11
15.0	ALASKA BUSINESS LICENSE	11
16.0	INSURANCE	11
17.0	DEFICIENCIES WITH SERVICES AND MATERIALS	11
18.0	INCORPORATION INTO CONTRACT	11
19.0	CONTRACT AMENDMENTS	12
20.0	PROTEST PROCEDURE	12

#### **1.0 PURPOSE OF THE RFP**

On behalf of the City of Coffman Cove, Alaska, the Department of Environmental Conservation (DEC), Village Safe Water (VSW) Program is requesting proposals for Design Services for the replacement of obsolete equipment at the Water Treatment Plant (WTP). A project to update the existing Business Plan to include these upgrades is concurrent with this RFP.

#### The Procurement Officer for this RFP is:

Fred Parrish, Procurement Officer Department of Environmental Conservation Village Safe Water Program 555 Cordova Street, 4th Floor Anchorage, Alaska 99501 Telephone: 907-269-7674 Email: **DECDASPROCUREMENT@alaska.gov** 

#### 2.0 BACKGROUND

The City of Coffman Cove (City) is a second-class city located on the eastern shore of Prince of Wales Island, SE Alaska. The City is home to roughly 200 residents and consists of 78 non-seasonal homes, 34 part-time residential homes, and several businesses including a bunkhouse, RV park and laundromat. Access to Prince of Wales Island is by float plane or ferry from Ketchikan. Coffman Cove is connected to several other communities on Prince of Wales Island by road.

The City WTP was constructed in 1999 and is currently operating with equipment that is no longer manufactured nor supported by vendors. The Remote Maintenance Worker (RMW) who supports Coffman Cove has specifically called attention to deficiencies with the Programmable Logic Controller (PLC), the Streaming Current Detector (SCD), data logger, automated valves, and flow/level sensors. Water production batch startup, shutdown, and backwashing are now manually operated. An RMW trip report highlighting these deficiencies is included as Attachment One.

The community water source is Chum (Dog) Creek. Water flows by gravity from the creek to a 500,000 gallon raw water tank, and from there to the conventional process package plant with automated backwash and a 212,000 gallon treated water tank. Water flows, as needed, from the treated water tank to the community.

#### **3.0 SCOPE OF SERVICES**

This RFP is for design services to replace outdated equipment and to restore automatic functions in the WTP. The offeror shall assume that bid-ready documents are required as final deliverables. The construction method (by contractor bid or force account) will be determined by VSW prior to the construction phase.

Construction funds may be released upon approval of the Business Plan and completion of an environmental review. A contract resulting from this RFP may be amended for the following services:

- 1. Construction or contract administration, including quality assurance, design change approvals, equipment submittal review, inspections, Operation and Maintenance manuals, record drawings, and Final Approval to Operate;
- 2. Construction Management services to complete this Scope of Services.

However, DEC and VSW are under no obligation to amend these services into contract.

DEC, VSW estimates a budget of \$60,000.00 dollars for completion of this project.

#### Project Tasks, Deliverables and Schedule

#### Project Tasks

Design and permitting services for WTP upgrades, including:

- 1. Design summary in a technical memorandum format, 35% schematic drawings, and cost estimate;
- 95% drawings, draft specifications, and cost estimate (both capital and Operations & Maintenance); (Once approved by VSW, submit Approval to Construct package at this phase);
- 3. 100% Bid-ready drawings with specifications;
- 4. All necessary permitting required. (Fees paid by VSW).

A tentative schedule is below. The Offeror shall provide a schedule with the RFP showing anticipated completion dates of the following tasks/deliverables, assuming the contract is awarded in May.

#### Submittals and Milestones

Deliverable/Task	Estimated Date:
Design Analysis Report and 35% Drawings	6 weeks after contract award
35% Review meeting	3 weeks after 35% deliverable
65% Deliverable	4 weeks after review meeting
65% Review meeting	3 weeks after 65% deliverable
95% Deliverable	3 weeks after review meeting
95% Review meeting	3 weeks after 95% deliverable
100% Drawings, Approval to Construct	2 weeks after 95% deliverable
Construction Complete	December 31, 2019

Three bound hard copies of the 100% deliverables are required.

It is expected that the design of the WTP improvements should be progressed sufficiently by the end of July 2019 to provide necessary information for operational and maintenance costs for the Business Plan.

#### **4.0 MINIMUM QUALIFICATIONS AND EXPERIENCE**

The proposing firm shall provide a written narrative in the form of a cover letter with their proposal verifying how the firm and Project Manager meet the minimum qualifications and experience.

The proposing firm shall be in the business of providing engineering design services and contract administration services for water and wastewater system projects and shall have experience working in Alaska. The firm must hold a valid Alaska business license.

The project manager shall be a current licensed Professional Engineer (P.E.) in the State of Alaska, and have proven design experience as a P.E. in the State of Alaska. The design team must include staff or a sub-consultant who is a licensed Electrical Engineer (P.E.) in the State of Alaska, experienced in electrical and control panel design; and mechanical experience retrofitting new instrumentation.

The cover letter shall identify and describe the Project Manager and project team, including sub consultants, and summarize the Project Manager's and team's qualifications and relevant project experience. Please include projects that are related to the scope of work in Section 3.0 with your overall submission. An individual authorized to bind the offeror must sign the letter. The cover letter will not be scored.

Proposals that do not meet the minimum qualifications and provide the cover letter requirements shall be deemed non-responsive and disqualified from consideration.

#### 5.0 RFP SCHEDULE

The RFP schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted by the same number of days:

- Issue RFP
- RFP question submission deadline
- Deadline for Receipt of Proposals
- Proposals Evaluation Committee
- Negotiations approximately
- Request for fee proposal
- Issue Notice of Intent to Award approximately
- Contract start approximately

April 10, 2019 April 19, 2019 / 3:00 P.M. AKST May 1, 2019 / 3:00 P.M. AKST week of May 13, 2019 week of May 13, 2019 week of May 13, 2019 week of June 3, 2019 week of June 17, 2019

## 6.0 PROCESS FOR SUBMITTING PROPOSALS

Proposals shall be submitted using the format as indicated in section 9.0 "Proposal Format Guidelines and Evaluation Scoring." Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional or business marketing material beyond those sufficient to provide a complete, accurate and reliable presentation of each firm's business capability to perform the scope of work outlined in this RFP.

Offeror's shall submit four original copies of their proposal and one electronic version of their proposal on a CD/ or DVD to:

### Department of Environmental Conservation Village Safe Water Program Attention: Procurement Officer 555 Cordova Street, 4th Floor Anchorage, AK 99501

Proposals shall be received no later than 3:00 P.M. Alaska Time on May 1, 2019. Faxed, oral or e-mailed proposals are not acceptable. Proposals submitted after the deadline established for submitting proposals shall be deemed non-responsive and disqualified from consideration.

Questions regarding this RFP shall be addressed in writing (email preferred) to the Procurement Officer. The deadline for submission of questions is 3:00 P.M. Alaska Time, April 19, 2019. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective proposal.

No questions other than written will be accepted and no response other than written will be binding upon the VSW Program. If a question from a prospective offeror would result in a change to the RFP or a clarification of the RFP, an amendment will be published and issued to all RFP registrants by email.

This RFP does not commit the City of Coffman Cove or the VSW Program to award a contract. Neither the City of Coffman Cove nor the VSW Program is responsible for any work done prior to a contract being signed by the City of Coffman Cove and the contractor. If additional work is required that is not part of the contract, the contractor will provide a proposal with a written description of the additional work, the projected time schedule and a fee for accomplishing the additional work. Work will not commence until an amendment is signed by both parties. The Contractor shall not exceed 10 percent markup fee for subcontractor costs. All other expenses can be direct billed with labor included; however, no mark-up percentage will be allowed.

All proposals will become the property of the City of Coffman Cove and the VSW Program. If any proprietary or business confidential information is contained in the proposal, it should be clearly identified by the offeror. If the Procurement Officer agrees with the offeror's assertion of proprietary/business confidential information in their proposal, the applicable sections will be redacted before a public information request is released to the requester.

## **Required Documentation from Offerors:**

- Minimum Qualifications and Experience in accordance with Section 4
- Proposal in accordance with Section 9
- Offerors fee schedule for project. A fee schedule shall be submitted in a separate, sealed envelope and will not be used to score the proposal. The fee schedule shall be divided into the following cost categories.
  - a. Labor costs
  - b. Equipment costs
  - c. Lab & Sub-Contract costs
  - d. Expenses

All costs shall be stated as a fully burdened rate, and costs will be paid based on actual services rendered and costs incurred for the performance and completion of the requirements herein. Offerors that fail to

submit the required documentation, as identified above, before the deadline set for receipt of proposals shall be deemed non-responsive.

#### 7.0 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be conducted.

#### **8.0 PROPOSAL PREPARATION COSTS**

The City of Coffman Cove and the VSW Program are not liable for any costs incurred by the offeror in proposal preparation.

#### 9.0 PROPOSAL FORMAT GUIDELINES AND EVALUATION SCORING

The RFP shall follow the format and content requirements described below. The RFP shall be typed on standard 8.5" X 11" paper, the font shall be no smaller than 12 point and margins shall be at least 1" all the way around the page. The evaluation scores will be on a 100 point scale as defined in this section. All proposals will be evaluated and scored using the following criteria and total points basis.

Proposals that do not meet the format, content requirements and page limits shall be deemed non-responsive and disqualified from consideration.

#### Cover Letter = 0 points

Provide a cover letter that identifies and describes the Project Manager and project team, including sub consultants, and summarizes the Project Manager's and team's qualifications and relevant project experience. An individual authorized to bind the offeror must sign the letter. The cover letter will not be scored.

Limit two pages.

#### Introduction of the Firm and Project Team = 10 points

Introduce the Project Manager and project team, including any sub-consultants, by providing one or two paragraphs about each key team member, summarizing their qualifications and relevant project experience to complete the assigned work. Provide a chart that shows the organization structure and lines of authority of the project team.

Limit two pages.

#### Qualifications and Relevant Team Experience = 25 points

Describe the qualifications and experience of the proposed team to complete the scope of services in Section 3 (Scope of Services). Include experience with electrical systems and control panel design. Include project mechanical experience retrofitting new instrumentation. Identify each proposed team member and their role in this project.

List and describe projects of similar size or scope or projects that demonstrate the firm's/Project Manager's experience working in rural Alaska. Experience need not be limited to VSW projects. Include project name and description, project dates and proposed team members involved.

Limit two pages.

## **Project Understanding = 25 points**

Describe your understanding of the project services required based on the information provided in Section 2 (Background) and Section 3 (Scope of Services) of this RFP. Identify risk associated with the project construction and anything else which reflects on your understanding of the project.

Limit one page.

## Project Design Plan and Approach = 35 points

Describe your approach to executing the design and possible construction administration for this project. Detail your project work plan, including tasks, sequence, milestones and deliverables, general allocation of resources, and schedule. The firm must be ready, upon successful negotiation and contract award, to begin working based on this work plan.

Limit two pages.

## **MBE/WBE Preference = 5 points**

To receive the points, the qualified Minority Business Enterprise (MBE) or Women's Business Enterprise (WBE) offeror or subcontractor will provide <u>evidence of certification</u> and the work that they will perform. Please refer to section 10 for additional information on the MBE/WBE preference.

Limit one page

## Proposal Appendices

Appendix A: provide resumes of Project Manager, key team members and sub-consultants (optional).

The overall score for each proposal will be the sum of the scores received for the written proposal and any MBE/WBE preference points. The offeror with the highest scoring proposal will be selected and notified of intent to award by letter. This letter will request a fee proposal for final contract negotiations in accordance with their proposal.

Award is contingent upon the successful negotiation of final contract terms and conditions with the VSW Program. Negotiations shall be confidential and not subject to disclosure to competing firms unless an agreement is reached. If contract negotiations cannot be concluded successfully, the VSW Program may negotiate a contract with the next highest scoring offeror or cancel the RFP.

The VSW Program may terminate negotiations if an offeror:

- Fails to provide required information
- Fails to begin negotiations in a timely manner
- Fails to negotiate in good faith
- Fails to reach an agreement

The VSW Program reserves the right to add terms and conditions during contract negotiations so long as they are within the scope of the RFP and will not affect the proposal ranking.

#### **10.0 MBE/WBE PREFERENCE**

To receive the points, the qualified Minority Business Enterprise (MBE) or Women's Business Enterprise (WBE) Contractor or subcontractor must provide <u>evidence of certification</u> and the work that they shall perform.

Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE).

This procurement is funded in part or fully through federal grants or cooperative agreements. It is a national policy to award a fair share of contracts to Minority Firms and Women's Business Enterprises through affirmative action. The negotiated Federal "Fair Share" percentage for **fiscal years 2018 through 2019** is 3.67% MBE and 1.54% WBE. This solicitation incorporates a five point preference for all qualified minority firms and women's business enterprises.

In order to be deemed a bona fide Minority Business Enterprise (MBE) or Women's Business Enterprise (WBE) a firm must be an independent business concern which is a least fifty-one percent (51%) owned and controlled by minority group members or women.

It is the responsibility of the offeror to include in the proposal their qualifications and/or of the qualifications of their subcontractors for this preference. It is also the responsibility of the offeror claiming eligibility for this preference to pledge in the proposal that the eligible subcontractor will be **guaranteed** at least 5.21% of the proposed work.

Following is an example of how the preference points will be calculated for qualifying businesses:

MBE/WBE Offeror's Preference

[STEP 1] Determine the number of points available to MBE/WBE eligible offerors under this preference.

Total number of points available in this example situation = 100 Points

100 x	5% =	5
Total Points	MBE/WBE Offeror's	Number of Points Available
	Percentage Preference	to Eligible Offerors
	_	Under MBE/WBE Preference

### [STEP 2]

Add the preference points to the qualified MBE/WBE offers. In a hypothetical situation, there are three (3) offerors. After being evaluated, each received the following points:

Offeror #2 90 Points

Offeror #3 92 Points

Before preference points are calculated, offeror #1 is the apparent winner. However, in this hypothetical situation, offeror #2 and offeror #3 are eligible for the MBE/WBE preference. After adding five (5) points to their scores, offeror #3 is the new apparent winner, with ninety-seven (97) points.

#### **11.0 CORRECTION AND WITHDRAWL OF PROPOSALS**

Proposals may be corrected, modified or withdrawn by written request received by the office designated for the proposals before the time and date set for receipt of proposals. It is the responsibility of the party submitting a written correction, modification or withdraw to follow up and confirm that the Procurement Officer has received the written correction or withdraw.

Proposals may not be corrected, modified or withdrawn after the time and date set for receipt of proposals. If a proposal contains any terms or conditions that conflict with those of this RFP, or the resulting contract, or restrict the rights of the VSW Program or City of Coffman Cove, in any way, the conflicting terms and conditions in the proposal will be considered null and void. This condition will prevail both before and after award of the contract.

#### **12.0 PUBLIC RECORD**

Proposals will be held in confidence during the proposal evaluation committee process and prior to the release of the notice of intent to award. Thereafter, all proposals will become public information, as will the score sheets from the proposal evaluation committee process.

If an offeror determines there are trade secrets or other proprietary data in their proposal which they do not wish made public, they must state so in writing to the Procurement Officer. The offeror must list the parts of their proposal they consider confidential and the reasons they consider the information confidential. The Procurement Officer will review this request and make a determination. If the Procurement Officer agrees with the request for confidentiality, the applicable sections will be redacted before a public information request is released to the requester.

#### **13.0 ASSISTANCE TO PROPOSERS WITH A DISABILITY**

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Procurement Officer no later than five days prior to the deadline for receipt of proposals.

## 14.0 FEDERAL DEBARMENT CERTIFICATION AND BYRD ANTI-LOBBYING AMENDMENT

Expenditures from a contract resulting from this solicitation may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed in the proposal (by the offeror) that they have not been debarred or suspended from doing business with the federal government. Certification regarding debarment, suspension, ineligibility and voluntary exclusion lower tier covered transactions must be completed and submitted by the offeror to the Procurement Officer prior to contract / purchase order award (**Appendix B: Federal Debarment Certification Form**). If Contractors do not complete the Federal Debarment Certification Form shall be disqualified from consideration.

The Contractor agrees to comply with all requirements of the Byrd Anti-Lobbying Amendment (31 U.S.C 1352). A certification must be completed and submitted to the Procurement Officer prior to contract award (**Appendix C: Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions**). If Contractors do not complete the Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions shall be disqualified from consideration.

## 15.0 ALASKA BUSINESS LICENSE

Prior to award of a contract, the successful offeror must hold a valid Alaska business license. Offerors should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing for information on an Alaska business license.

## 16.0 INSURANCE

Prior to award of a contract, the successful offeror will be required to provide evidence of insurance coverage in accordance with "Article A3. Insurance", as identified in Appendix A (General Provisions) of this RFP.

## 17.0 DEFICIENCIES WITH SERVICES AND MATERIALS

If services or materials are found to be unacceptable for any reason, the contractor will be required, at its own expense, to make the necessary modifications to correct the deficiencies as long as the VSW Program notifies the contractor in writing within a reasonable time of discovering the deficiency, and not more than 12 months after the date of final payment under the contract. No additional compensation will be provided where additional time, labor or materials is needed to correct such deficiencies.

## 18.0 INCORPORATION INTO CONTRACT

The contents of this RFP will become part of the contract. The RFP and the successful proposal will be incorporated by either reference or attachment into the resulting contract. Offerors must review the Appendix A, General Provisions prior to proposing on this RFP. The General Provisions will be included in any contract resulting from this RFP.

#### **19.0 CONTRACT AMENDMENTS**

It is anticipated that there will be amendments in the future for the required work under this contract as identified in the scope of work.

**20.0 PROTEST PROCEDURE** Similar to AS 36.30.550 provides that an interested party may protest the content of the solicitation.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

An interested party must first attempt to informally resolve the dispute with the procurement officer. If that attempt is unsuccessful, the interested party may submit a written protest. Written protest must include the following information:

- The name, address, and telephone number of the protester;
- The signature of the protester or the protester's representative;
- Identification of the contracting agency and the solicitation or contract at issue;
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

All protests will be submitted to and responded to by the Procurement Officer IV as the protest decision authority. The appeal of a protest decision will be submitted to and responded to by the Procurement Officer IV and VSW Program Manager as the appeal decision authority. The appeal decision authority is the final decision and cannot be protested further. If protesting a solicitation document including the content of a specification, the protest must be filed with the Procurement Officer no later than **four** business days before quotations, bids, or proposals are due. Within **one** business day of receiving the protest, the Procurement Officer shall provide notice of the protest to all firms or persons that received the solicitation.

If protesting a decision to cancel a solicitation or the award of a purchase or contract, the protest shall be filed with the Procurement Officer within 10 calendar days of the date of the written Notice of Cancellation or Notice of Award. The deadline date cannot end on a weekend or state holiday. Within **one** business day of receiving the protest, the Procurement Officer shall provide notice of the protest to all firms or persons that received the solicitation and will acknowledge receipt of the protest. After protest receipt, the Procurement Officer shall take one of the following actions within 15 calendar days:

- a) Issue a written decision denying the protest including the specific reasons for the denial;
- b) Issue a written decision sustaining the protest in whole or in part and implementing an appropriate remedy.

If the protester is not satisfied with the protest decision, they may appeal the protest decision to the VSW Program Manager. The written appeal must be filed within 10 calendar days of the date of the protest decision. The deadline date cannot end on a weekend or state holiday. The appeal shall not raise any new issues that were not included in the written protest. An informal hearing on the protest appeal

may be conducted by the VSW Program Manager to attempt to resolve the dispute. A written appeal decision on the appeal will be issued as follows:

- a) Issue a written decision denying the appeal; citing the specific reasons for the denial;
- b) Issue a written decision sustaining the appeal in whole or in part and implementing an appropriate remedy.

## **APPENDICES:**

Appendix A: General Provisions (10 pages);

Appendix B: Federal Debarment Certification Form (two pages);

Appendix C: Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (three pages).

## ATTACHMENTS:

Attachment One: RMW Trip Report, February 6, 2018 (nine pages);

Attachment Two: VSW Basic Plan Set Requirements (eleven pages).

#### APPENDIX A

#### **GENERAL PROVISIONS**

#### Article A1. Payments to Contractor

**A1.1**: No payment will be made for services performed or materials furnished prior to the contract being signed by both the community and the contractor, or for services or materials not included within Appendix B. At least five percent of the total amount of the contract, including amendments, will be retained until all work stated in the contract including amendments is satisfactorily completed and approved by the Alaska Department of Environmental Conservation, Village Safe Water (VSW) Program.

**A1.2**: In all cases, the contractor shall be liable for cost overruns (*i.e.*, where the total cost for materials and labor to complete the work as detailed in Appendix B exceeds the total compensation amount stated in Appendix C or as provided for in a written amendment to this contract). It is the contractor's responsibility to budget appropriately to allow for completion of all work within the total agreed upon compensation amount. If, due to unforeseen and unavoidable circumstances, the contractor determines that costs for labor or materials shall exceed the total compensation amount, VSW may work with the contractor to amend the contract as needed.

**A1.2.1**: Payment shall be on either a fixed fee basis or a time and materials basis, as described in Appendix C.

**A1.2.2**: For payment on a <u>fixed fee basis</u>: Payment shall be made in accordance with the payment schedule as outlined in Appendix C. Payment will be made only after services or materials are received by the community and approved by VSW.

**A1.2.3**: For payment on a <u>time and materials basis</u>: The contractor shall prepare written invoices for all labor and materials furnished in furtherance of this contract. All invoices must be submitted to and approved by VSW. Payment shall be made in accordance with Appendix C and only after services or materials detailed on an invoice are received by the community and approved by VSW. In no case shall the sum of payments exceed the total compensation amount identified under Appendix C unless a written amendment to this contract has been agreed upon and signed by both the community and the contractor. In the event that items on an invoice are disputed, payment on the disputed items only will be withheld until the dispute is resolved.

**A1.3**: Only items identified on the contractor's fee estimate are eligible to be marked up once by the percentage specified. Billings submitted by the contractor that include items that have been marked up more than once will be adjusted for the correct single mark up. This contract does not allow an item to be marked up once by the subcontractor, and then again by the primary contractor, thus, no "double mark ups" are allowed.

**A1.4**: All services are subject to inspection and approval by VSW. If a service is found to be unacceptable (unacceptable is defined as not completed per the work order scope of services and not in accordance with Article 16. Professional Standards), the contractor shall be required to make necessary modifications to correct the deficiencies at no additional cost to the community or VSW.

The contractor shall not unreasonably withhold such corrections. Substantial failure of the contractor to perform required corrections may cause VSW to terminate the work order. If the community or VSW suffers damages associated with the unacceptable service, the community or VSW may seek compensation for these damages.

**A1.5:** This contract does not allow an item to be marked up once by the subcontractor, and then again by the primary contractor, thus, no "double mark ups" are allowed. Pursuant to requirements of the Federal Government's OMB Circular A-87 regarding allowable costs, all direct costs related to travel by the contractor and its subcontractors are subject to the State of Alaska per diem rates as described in AAM 60 (Travel) unless otherwise stated in the contract.

## Article A2. Indemnification

The contractor shall indemnify, hold harmless, and defend the community from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the community for a claim of, or liability for, the independent negligence of the community. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the community, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "contractor" and "community", as used within this and the following insurance articles of this contract, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the community's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

## Article A3. Insurance

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this contract the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, VSW shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to VSW prior to beginning work and must provide for a 30 day prior notice of cancellation, non-renewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS.21.

**A3.1 Workers' Compensation Insurance**: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS.23.30.045, and where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. <u>The policy must waive subrogation against the State of Alaska.</u> The coverage shall include:

 Employer's Liability Protection at \$500,000 each accident/each employee and \$500,000 policy limit

A3.2 Commercial General Liability Insurance: The contractor shall provide and maintain coverage for all business premises and operations used by the contractor in the performance of

services under this contract with minimum combined single limit coverage per the following schedule:

- \$1,000,000 each occurrence
- \$1,000,000 personal injury
- \$1,000,000 general aggregate
- \$1,000,000 products completed operationsaggregate.

#### The State of Alaska shall be named as an additionalinsured.

A3.3 Commercial Automobile Liability Insurance: The contractor shall provide and maintain coverage for all vehicles used by the contractor in the performance of services under this contract with minimum coverage limits of \$1,000,000 combined single limit per occurrence.

**A3.4 Professional Liability Insurance**: The contractor shall provide and maintain coverage covering all errors, omissions or negligent acts in the performance of professional services under this contract. Limits required per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$300,000 per claim/annual aggregate
\$100,000-\$499,999	\$500,000 per claim/annual aggregate
\$500,000-\$999,999	\$1,000,000 per claim/annual aggregate
\$1,000,000 or over	Refer to Risk Management

#### Article A4. Inspection and Reports

A4.1: VSW shall have the right to inspect, in such a manner and at all reasonable times deemed appropriate, all activities of the contractor arising in the course of contractor's performance of services under this contract.

**A4.2**: The contractor shall report progress in writing on a monthly basis, or other mutually agreeable basis, in such a manner as VSW's designated representative may reasonably require.

#### Article A5. Contract Compliance and Cure Notice

VSW reserves the right, without limitation, to monitor, audit, assess, or conduct oversight of the contractor's performance of and compliance with the terms and conditions of this contract. Contract compliance and performance audits shall be conducted in accordance with VSW practices.

In the event the contractor is not in compliance with the contract terms and conditions, either in part or in whole, VSW will provide written notice to the contractor to cure all instances of non-compliance or deficiencies. The contractor shall respond in writing or via email to the VSW that it has received the written notice of non-compliance or deficiency within 24 hours of the date of the notification by VSW. The contractor shall cure, or to the VSW's satisfaction make substantial progress towards remedy of, all instances of non-compliance or deficiencies within 30 calendar days from the date of written notification of non-compliance or deficiencies by VSW.

If the contractor fails to cure or make substantial progress towards remedy of, the instances of non-

compliance or deficiencies within the time frame above, VSW may determine the contractor to be in breach and will pursue remedial action as described in Article A7 (Remedial Action).

#### Article A6. Disputes

**A6.1**: Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Commissioner of the Alaska Department of Environmental Conservation, hereafter called the Commissioner, provided the resolution of such dispute be limited to the specified funds appropriated for the services to be performed under this contract. The Commissioner shall furnish a written decision to both the community and the contractor. The decision of the Commissioner or the Commissioner's duly authorized representative shall be final, unless within 30 days from the date of the decision, the contractor or VSW delivers a written appeal of the decision to the Commissioner. Upon receipt of an appeal, the parties involved may agree to have the dispute settled by arbitration.

**A6.2**: If the contractor has a claim arising in connection with the contract that it cannot resolve with VSW by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

#### Article A7. Remedial Action

In addition to any remedies available to VSW under law or equity, VSW at its sole discretion may require one or more of the following remedial actions if the contractor fails to cure findings of breach, or as otherwise provided for herein:

- 1. VSW may take reasonable steps to provide for such cure and may offset the costs of such cure against the contract pricing in effect at the time of occurrence of abreach;
- 2. Reduce and/or offset payment to reflect the reduced value of services received;
- 3. Require the contractor to subcontract all or part of the service at the contractor's sole cost;
- 4. Withhold payment or require payment of actual damages caused by a breach; or
- 5. Terminate the contract pursuant to <u>Article A8 (Termination</u>).

Withholding of payment by VSW for the failure of the contractor to perform shall not relieve the contractor from its obligations under the contract and shall not be a basis for termination by the contractor under Article A8 (Termination).

## Article A8. Termination

**A8.1**: Termination for Convenience: VSW may also at any time for good cause, terminate this contractual agreement or suspend performance under the contract. This shall include, but is not limited to, such reasons as VSW being unable to obtain adequate funding for the project or the community no longer requiring the facilities. The contractor will be given written notice of termination at least 30 days prior to the date of termination.

A8.2: Termination for Cause: The occurrence of any of the following events shall be an event of

default under the contract and cause for termination: 1) A material breach of any term or condition of the contract; 2) Any representation or warranty by Contractor in its quote, bid or proposal that proves to be untrue or materially misleading; 3) Any default or non-compliance as otherwise specified in the contract.

VSW may terminate the contract if VSW provides the Contractor written notice of default and the Contractor has failed to cure the default within 30 calendar days. If VSW terminates the contract for default, VSW reserves the right to take any action it may deem necessary including, without limitation:

- 1. Exercise any remedy provided by law or equity.
- 2. Withhold payment until the default is remedied.
- 3. Offset of damages against payment due.

**A8.3**: In the event of termination or suspension of performance by VSW under this contract, VSW will compensate the contractor as follows:

a) <u>Contracts with payment on a time and materials basis</u>: Contractor will be compensated for authorized and approved services and expenditures performed in good faith until the date of receipt of final written notice of termination or suspension.

b) <u>Contracts with payment on a fixed-fee basis</u>: VSW shall choose to either 1) compensate the contractor using the method as described above for time and materials based contracts (but only if supported by sufficient documentation); or 2) pay the contractor a percentage of the total compensation under this contract equal to the percentage of work completed as of the date of receipt of written notice of termination or suspension and that can be substantiated in whole or part by the contractor to VSW's satisfaction.

**A8.4**: VSW may deduct from the compensation as detailed above the amount of any damages incurred by VSW as a result of the contractor failing to perform in substantial conformance with this contract or any delay caused by such breach.

**A8.5**: If VSW is terminating or suspending the contract for reasons unrelated to contractor's actions (*e.g.*, loss of funding for the project), VSW shall pay the contractor for reasonable costs directly related to the termination or suspension of the contract. No fee or other compensation for the uncompleted portion of the services will be paid with the exception that VSW may pay costs already incurred by the contractor, which the contractor can establish, and which would have been compensated for over the life of the contract, but because of termination or suspension would otherwise have to be absorbed by the contractor without further compensation.

**A8.6**: In the event of termination or suspension under this contract, regardless of the reason or party initiating the termination or suspension, the contractor shall deliver to VSW all work products, reports, estimates, schedules, and other documents and data produced or prepared pursuant to this contract.

## Article A9. No Assignment or Delegation

**A9.1**: The contractor may not assign or delegate this contract, in whole or in part, nor any right to any of the money to be paid under it, except with the written consent of VSW.

**A9.2**: The contractor may not sublet any part of the work done or material furnished under this contract except with the written consent of VSW unless set forth in the contractor's response to the request for proposals.

### Article A10. Changes

A10.1: This contract, including the appendices, may be changed only by written amendment signed by both the community and the contractor. No oral agreements will be considered binding under this contract. All written amendments shall become part of this contract and equal in force to other provisions contained herein.

**A10.2**: It is expressly understood and agreed that no claim for additional work or materials, done or furnished by the contractor and not specifically herein provided for, will be accepted by VSW unless such work is first ordered in writing by VSW. In no event shall VSW be liable for any materials furnished or used, or for any work or labor done, unless the materials, work, or labor are required by the contract or on written order furnished by VSW. Any such work or materials which may be done or furnished by the contractor without written order first being given shall be at the contractor's own risk, cost, and expense, and the contractor hereby covenants and agrees to make no claim for compensation for work or materials done or furnished outside the scope of services outlined in the contract or without other written order.

**A10.3**: If at any time, VSW either verbally or in writing requests services or directs contractor to act in a manner that contractor considers outside the scope of services, contractor shall, within 30 days and prior to pursuing such instructions, notify VSW in writing. VSW shall then evaluate, and if appropriate, negotiate an amendment to this contract. Unless so notified by the contractor, VSW shall assume such instructions have not changed any provisions of this contract, including the appendices, and the contractor shall be required to complete work or furnish materials as directed by VSW. No additional payments shall be made to contractor without such notice and amendment.

#### Article A11. Independent Contractor

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of VSW in the performance of this contract.

## Article A12. Availability of Appropriation

This contract and amendments hereto are subject to approval by VSW and are contingent upon the availability of funds administered by VSW. VSW reserves the right to terminate the contract in part or in whole if, in VSW's sole judgement, funding entities fail, neglect, or refuse to appropriate sufficient funds as may be required for VSW to continue contract payments, or if cuts or holdbacks in spending are mandated, or if funds are not budgeted or otherwise available.

#### Article A13. Alaska Business License

It is understood and agreed upon that an Alaska Business License (ABL) is required under Alaska statutes and that the contractor will be in the possession of a current ABL during the performance period of this contract.

## Article A14. Payment of Taxes

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require any party with which the contractor subcontracts to

pay federal, State and local taxes in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by VSW under this contract.

#### Article A15. Ownership of Documents

All work products and deliverables, designs, plans, drawings, field notes, surveys, calculations, specifications, cost estimates, summaries, electronic files, reproducible documents, project records and any other work product necessary for or associated with the performance of this contract remain the property of VSW and may be used by VSW for any purpose without additional compensation to the contractor. The contractor shall have no claim for further employment or additional compensation as a result of exercise of these full rights of ownership of all documents and materials produced under this contract.

Any discovery or invention of copyrightable materials developed in the course of or resulting from work carried on under this contract shall be the property of VSW. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. If the source of funding for this contract is federal, any applicable federal patent and copyright rules also apply, take precedence and supersede this provision. Rights of use for public purposes of work products and/or intellectual property and/or intangible property under federally assisted projects shall be governed by the provisions of applicable federal OMB Circulars including A-110 and A-102.

The contractor, for a period of six years after the final payment under this contract, agrees to furnish and provide access to all retained materials at the request of VSW. Unless otherwise directed by VSW, the contractor may retain copies of all materials.

#### Article A16. Professional Standards

The contractor shall furnish services with the care and skill ordinarily used by members of the contractor's profession practicing under similar circumstances. The contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and VSW will not be responsible for discovering deficiencies therein. The contractor must correct, without additional compensation, the deficiencies resulting from the contractor's failure to perform such services in accordance with the care and skill practiced under these professional standards. Any dispute concerning said deficiencies shall be decided by a panel of three qualified and experienced professionals practicing under similar circumstances selected by VSW and the contractor. If in dispute during performance under this contract, the applicable professional standard shall be established by a panel of three qualified, impartial professionals objectively selected by VSW and the contractor and within the same occupational field.

#### Article A17. Legal Expenses

In the event legal action is brought by VSW against the contractor to enforce any of the obligations, terms or conditions of this contract, or arising out of any dispute under this contract, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the presiding court.

#### Article A18. Survival

All express representations, indemnifications or limitations of liability made or given in this contract will survive the completion of all services of the contractor under this contract or the termination of the contract.

#### Article A19. Severability

Any provision or any part of this contract or any written amendment hereto that is held to be void or unenforceable under law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding.

#### Article A20. Conflicting Provisions

Unless specifically required or approved by VSW and authorized through a written amendment signed by both the community and the contractor, the general provisions of this contract supersede any provisions in other appendices. In the event of a conflict of provisions, the following order of precedence will apply in resolving which provisions control:

- 1. General Provisions (Appendix A)
- 2. Scope of work/services (Appendix B)
- 3. Compensation and Fee Estimate/and Fee Schedule (Appendix C)
- 4. Solicitation document including all attachments and amendments (Appendix D)
- 5. Contractor's Proposal including cost and all attachments (Appendix E)

The solicitation documents, contractor's proposal and all appendices listed herein are part of this contract by reference.

#### Article A21. Governing Law

The contract is governed by the laws of the State of Alaska. All actions concerning this contract shall be brought in the Superior Court of the State of Alaska.

#### Article A22. Covenant against Contingent Fees

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, contingent fee, or brokerage except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, VSW may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, contingent fee, or brokerage.

#### Article A23. Key Personnel Changes

The practice of "bait and switch" of the contractor's Project Manager, other key personnel or subcontractors of lesser qualifications and experience is strictly prohibited. Also, the "bait and switch" practice of the contractor completing services instead of the key subcontractor who was originally proposed by the contractor to perform the work is strictly prohibited. If there are any changes to key project team members, personnel replacements shall meet the qualifications and experience of the persons they are replacing. The same applies to any reassignment of key subcontractor services. Requests for any changes shall be made in advance and in writing to VSW for approval. Depending on the seriousness of the violations, VSW may terminate the contract for cause.

## Article A24. Clean Air Act and Water Pollution Control Act

The contractor agrees to comply with all requirements of the Clean Air Act (42 U.S.C. 7401-7671q) including section 114 and section 308 of the Water Pollution Control Act (33 U.S.C. 1251-1388).

## Article A25. Copeland Anti-Kick Back Act

The contractor agrees to comply with all requirements of the Copeland Anti-Kick Back Act (18 U.S.C.

874 and 40 U.S.C 3145) as supplemented in Department of Labor regulations (29 CFR, Part 3).

#### Article A26. Solid Waste Disposal Act

The contractor agrees to comply with all requirements of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

### Article A27. Clean Water Act

The contractor agrees to comply with all requirements of section 215 (Requirements for American Materials) of the Clean Water Act (33 U.S.C. 1251 et seq.) and implementing EPA regulations. The contractor agrees that preference must be given to domestic construction materials by the contractor, subcontractors, materialmen and suppliers.

#### Article A28. Contract Work Hours and Safety Standards Act

The contractor agrees to comply with all requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C 3701-3708), as supplemented by the Department of Labor regulations (29 CFR part 5).

## Article A29. Equal Employment Opportunity

The contractor agrees to comply with all requirements of Executive Order 11246 (3 CFR, 1966 Comp., p. 339), entitled, "Equal Employment Opportunity," as amended by Executive Order 11375 (3 CFR, 1968 Comp., p. 321), and as supplemented by the Department of Labor regulations 41 CFR chapter 60.

#### Article A30. Americans with Disabilities Act (ADA) of 1990

The contractor agrees to comply with all requirements of the Americans with Disabilities Act of 1990 (42 U.S.C 12101 et seq.).

## Article A31. Civil Rights Act of 1964

The contractor agrees to comply with all requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) as outlined in 7 CFR 1901 subpart E.

## Article A32. Rehabilitation Act of 1973

The contractor agrees to comply with all requirements of section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).

## Article A33. Age Discrimination Act of 1975

The contractor agrees to comply with all requirements of the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.).

## Article A34. Drug Free Workplace Act of 1988

The contractor agrees to comply with all requirements of the regulations implementing Sections 5151-5160 of the Drug Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C, 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose. The regulations were published as Part II of the January 31, 1989 Federal Register (pages 4947-4952).

## Article A35. Byrd Anti-Lobbying Amendment

The contractor agrees to comply with all requirements of the Byrd Anti-Lobbying Amendment (31 U.S.C 1352). A certification **must be completed and submitted prior to award**.

#### Article A36. Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion

Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed in the proposal or bid (by the offeror or bidder) that they have not been debarred or suspended from doing business with the federal government. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions **must be completed and submitted prior to award**. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

#### Article A37. Local, State and Federal Requirements

The contractor shall comply with all applicable local, state and federal statutes, regulations, ordinances and codes, whether or not specifically mentioned herein.

#### Article A38. Records Retention and Access

Representatives of VSW or any of their authorized representatives and the federal awarding agency or any of their authorized representatives have the right of access to any pertinent books, documents, papers, or other records of the contractor and its subcontractors, which are pertinent to the funding of this contract, in order to make audits, examinations, excerpts, and transcripts. Retention of all records is required for six years after final payments by VSW and all other pending matters are closed. The right of access shall last as long as the records are retained.

#### Article A39. Consumer Price Index

Contractors must request price adjustments, in writing, **30 days prior to the renewal or adjustment date**. If a contractor fails to request a CPI price adjustment 30 days prior to the adjustment date, the adjustment will be effective 30 days after the State receives their written request.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Anchorage Area.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six month average (January through June <u>OR</u> July through December 200\_); and each (January through June <u>OR</u> July through December 200\_ six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. Contractors must submit price adjustment request directly to DEC DAS Procurement email address:<u>DECDASPROCUREMENT@alaska.gov</u>.

## **Federal Debarment Certification Form**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

## (BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE FOLLOWING PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name and Title of Authorized Representative	Name	and	Title	of	Authorized	Repr	esentative
---	------	-----	-------	----	------------	------	------------

Signature

Date

## **Federal Debarment Certification Form Instructions**

#### Instructions for Certification

1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.

6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

#### FAR 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2007) (a) *Definitions.* As used in this provision—"Lobbying contact" has the meaning provided at 2

<u>U.S.C. 1602(8)</u>. The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (<u>52.203-12</u>).

(b) *Prohibition*. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (<u>52.203-12</u>) are hereby incorporated by reference in this provision.

(c) *Certification*. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) *Disclosure*. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) *Penalty*. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by <u>31 U.S.C. 1352</u>. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

## **CONSENT TO USE OF ELECTRONIC SIGNATURES**

BY CHECKING HERE, I AGREE TO THE USE OF ELECTRONIC SIGNATURES AS VALID, LEGALLY BINDING SUBSTITUTES FOR ORIGINAL, HANDWRITTEN SIGNATURES ON THIS DOCUMENT.

Company	
Name (signature)	
Name (printed)	
Title	Date of execution

DISCLOSURE OF LC Complete this form to disclose lobbyin	g activities pursuant	t to 31 U.S.C. 1352	Approved by OMB 0348-0046
1. Type of Federal Action: 2. Status of Federal   a. contract a. bid/c	al Action: 3. Report Type:   offer/application a. initial filing   al award b. material change		
Congressional District, <i>if known</i> : 6. Federal Department/Agency:	Congressional District, <i>if known</i> : 7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> :		
8. Federal Action Number, if known:	9. Award Amount \$	t, if known :	
<b>10. a. Name and Address of Lobbying Registrant</b> ( <i>if individual, last name, first name, MI</i> ):	<b>b. Individuals Pe</b> different from N (last name, firs	,	ncluding address if
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: Print Name: Title: Telephone No.:		Date:
Federal Use Only:	1		uthorized for Local Reproduction itandard Form LLL (Rev. 7-97)

#### INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- 2. Identify the status of the covered Federal action.
- 3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
- 6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizationallevel below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
- 11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

#### Attachment One

RMW: Steve Evavold Region: DEC Community: Coffman Cove Trip Dates: 2/6/2018 to 2/6/2018 Trip Type: Routine

Travel Costs Transportation Cost: \$650 Per Diem Cost: \$60

#### **Trip Contacts**

Perry Olsen Mayor, Ron Rusher Water Plant Operator,

#### **Trip Details**

**Trip Purpose:** Trip was scheduled for a water plant inspection. Plant is aging and is in need of instrumentation replacement. Operator had called to say they have lost automatic functions.

**Trip Summary:** Arrived and met with Perry Olsen, Mayor of Coffman Cove. We discussed the water plant and current needs. The council had approved of a few expenditures to keep operations of the plant functional.

Ron and I went up to the plant.

Operational failure in the "Conventional" water plant is eminent and the operators are currently having problems with the automation. All is designed and controlled by a Programmable Logic Controller(PLC).

The Allen-Bradley model SLC-5/04 processor(PLC) is obsolete and is no longer supported. The LED visual display on the Allen-Bradley PanelView 550 for menu manipulation and set point configuration is no longer working.

"The SLC(PLC), is the heart of the treatment plant"; as stated by CRW in the O&M manual dated February 2001.

Plant start-up and raw influent flows are PLC controlled, as well as water level in the "Adsorption Clarifier."

The Mixed Media Filter Backwash and air scour sequences are controlled by Level transmitters, float switches, and pressure switches; that open and close valves via inputs and outputs from the PLC.

Automatic shut down is a process based on effluent turbidity, and initiates a plant backwash; also controlled by the PLC.

The Rockwell software for the PLC(on disk), is needed to reset faults. The disk no longer exists.

From the O&M manual:

"Because of the nature of electronic and computer-assisted plant operations, a troubleshooting specialist may be required to supplement the skills of the plant operators."

"Troubleshooting Specialist" John Tholen, once under contract by VSW, stated the PLC and associated panels in Coffman Cove need replacing.

Plant startup, shutdown, and backwashing are now manually operated.

The instrumentation in the plant, turbidimeters, data logger, and the Streaming Current Detector are also obsolete and need replacing.

The HACH 1720D turbidimeter is no longer manufactured or supported, and is being replaced statewide.

The Chemtrack SCM2000 XRW Streaming Current Detector is of a discontinued model and design.

Reconfigured raw water supply and effluent, removal of the hydrcyclone assembly, and condition of the unit itself, most likely has a negative effect on accurate charge analysis. That could lead to improper dosing, too much or too little.

the Honeywell DPR-188 "Strip Chart Recorder" is no longer manufactured and is not the currently "Preferred" manner of logging data.

The instruments, along with automated Bray Valves and flow/level sensors, have not been replaced. The operators work with them, but with crossed fingers.

#### **On the Job Training Hours:** 0

#### **Critical Observations:**

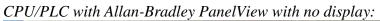
Plant operation "as constructed", is rapidly deteriorating. The main PLC, other control panels, the instruments, sensors, valves, and controls need replacing.

## **Noted Deficiencies:**

There is no more manufacturer support with plant components. **Reoccurring:** Yes **Cost to Address:** \$500,000

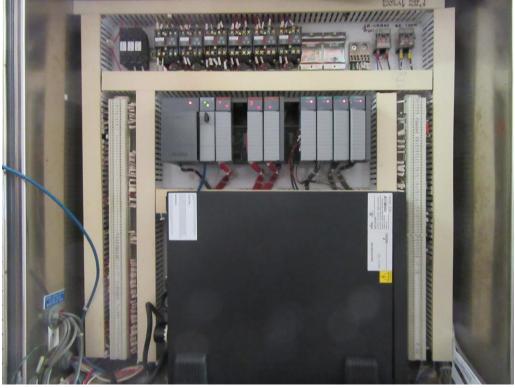
## Follow Up Activities:

Another trip will be scheduled if needed for a closer inspection of plant operations. **Entity to Follow Up:** RMW





## A look into the PLC:



Ron showing current "Manual" operation of the water plant:



# Coffman Cove Conventional plant:



ChemTrac SCD Model 2000XR:



## ChemTrac Sensor module:



SCD Supply and effluent tubing:



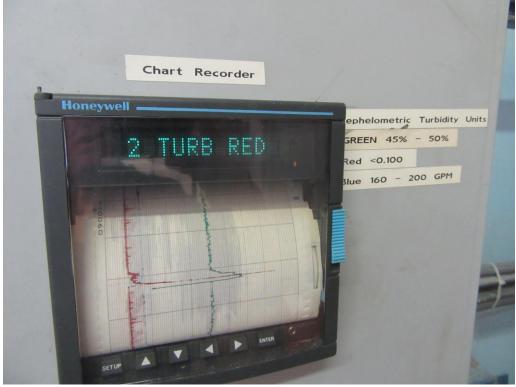
SCD assembly with hydrocyclone removed:



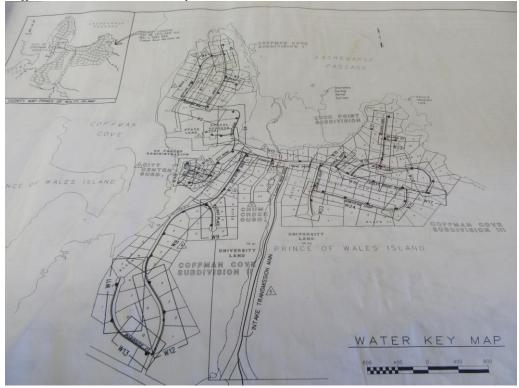
HACH 1720D turbidimeter, now obsolete:

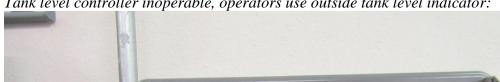


## Turbidity Strip Chart Recorder:



## Coffman Cove distribution system:





Tank level controller inoperable, operators use outside tank level indicator:



Tank level indicator outside on side of tank is used:



# **Basic Plan Set Requirements**

DRAWING CATEGORY & CONTENT	35%	65%, 95% and Stamped
GENERAL		
Cover Sheet & Sheet Index	х	х
General Legend & Vicinity Map	х	х
Abbreviations & General Notes	х	х
Scope of Work & Community/Climate Data	х	x
Overall Site Plan with Topography	х	x
System Schematic(s)	х	x
Soil Boring Data	х	x
SURVEY		
Easement Index Map	х	x
Basis of Bearing Map		x
Parcel Boundary Map		x
CIVIL		·
Design Criteria	х	x
Legend & Abbreviations	х	x
General Material & Installation Notes	х	x
Individual Site Plans	х	x
Plan & Profile Index Map	х	x
Plan & Profiles	х	x
Standard Details	х	x
Project Specific Details		x
Grading Plan		х
Fencing Plan		x
PROCESS		1
Design Criteria	x	x
Legend & Abbreviations	х	x
Piping Floor Plans	х	x
Piping & Instrumentation Diagram	х	x
Operation Description	х	x
General Material & Installation Notes	х	x
Standard Details	х	х
Equipment Schedule & Specifications		x
Equipment Floor Plans		x
Project Specific Details		x
MECHANICAL		· · · ·
Design Criteria	x	x
Legend & Abbreviations	X	x
Equipment Floor Plan	x	x
Piping & Instrumentation Diagram		x
Operation Description		x

General Material & Installation Notes		×
Equipment Schedule & Specifications		X
Piping Floor Plans		<u> </u>
Standard Details		X
Project Specific Details		X
ARCHITECTURAL		X
Design Criteria		Y
Legend & Abbreviations	x	X
Code Analysis	X X	<u>х</u> х
Floor Plans		
General Material & Installation Notes	X	<u> </u>
Elevations	x x	<u>х</u> х
Equipment Schedule & Specifications		
Sections		<u> </u>
Standard Details		X
Project Specific Details		<u> </u>
STRUCTURAL		X
Design Criteria & Loads		Y
Legend & Abbreviations	X	X
Code Analysis	X	<u>x</u>
Foundation Plan	x	X X
General Material & Installation Notes	X	
Equipment Schedule & Specifications	X	<u> </u>
Elevations		X X
Sections		
Standard Details		<u> </u>
Project Specific Details		<u> </u>
ELECTRICAL		X
Design Criteria & Loads		Y
Legend & Abbreviations		<u> </u>
Code Analysis	X	<u> </u>
Operation Description	Х	<u> </u>
General Material & Installation Notes		<u> </u>
Power One Line & Panel List	x	<u> </u>
Equipment Schedule & Specifications	x	<u> </u>
Floor Plans		<u>X</u>
Elevations		<u> </u>
Sections		X
Panel Faces		X
		X
Panel Wiring Diagrams		X
Standard Details		X
Project Specific Details		Х

# **GENERAL REQUIREMENTS FOR PLAN SHEETS**

A typical set of drawings will contain many of the following sheets in the order in which they appear in the list.. The type of sheets contained in the plan set will vary depending on the scope of work for the project and the complexity of the proposed facility.

- Cover Sheet and Sheet Index
- General (G Sheets)
- Survey (V Sheets)
- Geotechnical (B Sheets)
- Civil (C Sheets)
- Structural (S Sheets)
- Architectural (A Sheets)
- Plumbing (P Sheets)
- Process (D Sheets)
- Mechanical (M Sheets)
- Electrical (E Sheets)
- Contractor/Shop Drawings (Z Sheets)

The following provides a detailed overview of the type of information that is normally included on drawings in the plan set:

#### I. Cover Sheet and Sheet Index

VSW's standard cover sheet will be used for all VSW projects.

## II. General Legend and Vicinity Map (G Sheet)

VSW's standard General Legend and Vicinity Map format will be used for all VSW projects.

#### III. Scope of Work and Community/Climate Data (G Sheet)

The project scope of work, community data, climate data and project phasing plan is provided on this sheet.

#### IV. System Schematic and Project Specific Design Criteria (G Sheet)

Separate Schematic Sheets should be drawn for water and sewerage systems. The Schematic Sheet will serve as a line diagram of the overall systems. The schematic sheets should include the following:

#### A. Water

1. General perspective view of the entire water system with major features

- 2. Storage tanks with base and overflow elevations and capacities
- 3. Major points of use
- 4. Major elevation references
- 5. Operational pressures during both minimum and maximum flows
- B. Well Data
  - 1. Pump House/Washeteria location and note the source of power
  - 2. Date of construction, contractor, well number, and surface elevation
  - 3. Depth and size of bore hole
  - 4. Static water level and the date of measurement
- C. Sewerage
  - 1. General
    - a. General perspective view of the entire sewerage system designating direction of flow, major features, and force-mains
    - b. Lagoon(s) with the number of cells, capacities of each cell, dimensions, floor elevations, overflow elevations, if applicable
    - c. Community septic tanks with number of chambers, capacities of each chamber, dimensions, and inlet/outlet elevations, if applicable
    - d. Community drainfield information with areas, materials, soil type, percolation rate, and elevations, if applicable
    - e. Outfall lengths, materials, elevations, and diffuser type, if applicable
    - f. Major points of use
    - g. Major elevation references
    - h. All manholes
    - i. All lift stations
  - 2. Lift Stations
    - a. Type of lift station
    - b. Make, model, horsepower, voltage, phasing and capacity of pump(s)
    - c. Static, dynamic, and total discharge heads

#### V. Survey (V Sheets)

A. Survey Easement Index Map

B. Basis of Bearing and Vertical Control Map (including coordinates of monuments used)

- C. Parcel Boundary Map
- D. Project Right-of-Ways and Easements

# VI. Geotechnical (B Sheets)

- A. Site plan with test hole locations and legend
- B. Test boring/hole logs with reference to boring/hole locations

# VII. Civil Drawings (C Sheets)

- A. Civil/Survey Legend
- B. Civil General Material and Installation Notes
- C. Civil System Layout and Sheet Locator Map(s)

The System Layout Sheet(s) will be a plan view of the water and/or sewer system(s) showing all (or a large portion) of the system on one sheet. For larger systems, the scale should be between 1" = 400' and 1" = 1,000', depending on the density of services provided. For smaller systems, the scale should be as needed in order to show sufficient detail on one sheet. If the system cannot be put on one sheet, an index sheet should be provided that shows the waterline locations (without valves), major features such as roads, rivers, etc. and a reference to the areas covered by each layout sheet. The system layout and sheet locator map will provide the following:

- 1. Highways, roads, streets, major drainage features, and major buildings. Aerial photographs can be used as a map base if the overlays are readable.
- 2. Sketch of the community sewer system(s) and wastewater treatment system location(s)
- 3. Reference areas designating which plan or plan and profile view sheet numbers apply to specific areas of the system
- 4. House numbers and names of homeowners in tabular form
- 5. Dwelling locations, with house numbers
- 6. Identity and approximate location of existing subsurface utilities
- 7. Main line gate valves (without markers and/or tie-ins)
- 8. North arrow and bar scale
- 9. Dimensional data for pipeline material used. (Example: ID., O.D., SDR, ASTM specification and pressure rating designation for each size of pipe used.) Pipeline distances between gate valves and appurtenances can be shown if desired but is not mandatory.
- 10. Topography existing & proposed contours. Proposed grade contours are shown on final stamped construction plans
- D. Civil Plan and Profile Views
  - 1. General
    - a. North arrow with drawings oriented so that the north arrow is pointing more toward the top of the sheet than the bottom
    - b. A bar scale
    - c. Individual homes to be served and corresponding house numbers.

- d. Adequate information (coordinates, distance to property lines, etc.) to stake the designed improvements in the field
- e. Profile views are generally "left to right" but in certain instances to require them to go "right to left".

#### 2. Water

- a. Fire hydrants
  - Distance to the mainline and shut-off valve from the hydrant
  - Size of the hydrant
- b. Gate Valves, Air Release Valves, and Pressure Reducing Valves (PRV)
  - Location of each valve with respect to at least two permanent points (i.e., buildings, hydrants, power poles, etc.) within 100 feet, if available
  - Size of the valves
  - Approximate depths of bury
  - Size of PRV valve(s) including incoming and outgoing pressures, and ground elevations
- c. Water main
  - Proposed marker post locations on the plans, when appropriate. markers should be located at line of sight intervals or 1,500 feet apart (maximum)
  - Nominal pipe size, material, type of joints, class, pressure rating, etc. (Example: 6"X 12" Aluminum Jacketed Arctic Pipe, HDPE, SDR 11, 160 psi, butt fused joints)
  - Description and location of tees, elbows, crosses, bends, and reducers
  - Profiles for 1) all road crossings, 2) any wash crossing which requires casing, 3) steep sections of water line where the slope exceeds 10%, 4) any area where the waterline is not at standard bury depth and 5) flow lines of deep ditch lines or drainages
- d. Water Services
  - Routing of service line with "dots" designating location of curb stop, meter, and corporation or domestic stop as applicable
  - Use appropriate symbol from the "tool palette" and assign line type to the W/S layer
- 3. <u>Sewer</u>
  - a. Manholes and Cleanouts
    - Ground, rim and invert (in and out) elevations
    - Distances between manholes and/or cleanouts
    - Number & type of each manhole and cleanout.

b. Sewer main

• Materials, type of joints, size, length, SDR, class, schedule, slope, etc.

- c. Sewer Services
  - Service/main connection location distances from a downstream manhole or stationing
  - Routing of the sewer service line, indicating the cleanouts with "dots" use symbol from tool palette
- d. Lift Stations
  - Site map information similar to that of a well site
  - Elevation and plan view with pump type, make, capacity, total discharge head (show both static and dynamic heads), voltage, phase, and horse power
- e. Force mains
  - Proposed pipeline marker locations on the plans (when appropriate)
  - Nominal pipe size, material, type of joints, class, pressure rating, etc. (Example: 6" DI, Class 51, 350 psi, integral bell)
  - Description and location of elbows, valves, reducers, and cleanouts
  - Profiles for all road crossings, any wash crossing which requires casing, steep sections of force main where the slope exceeds 10% or any area where the force main is not at standard bury depth
- E. Civil Site Plan and Elevation Views
  - 1. Water Source
    - a. Site plan of the well and/or pump house/washeteria, proposed grading plan, drainage, access and power source
    - b. Date of construction, contractor, well number, and surface elevation
    - c. Depth and size of bore hole
    - e. Size, depth, type, and location of casing
    - f. Length, location, type, and slot size of screen, if applicable
    - g. Gradation of gravel pack, if applicable
    - h. Depth of grout envelope
    - i. Static water level and date of measurement
    - j. Make, model, horsepower, voltage, phasing, full load amperage of pump(s), and elevation of the pump probes. Actual or estimated pumping depth for the planned pumping rate.
    - k. Depth of setting of the water level indicator and type

- 1. Type and size of drop pipe and size of submersible cable
- m. Type, size, etc., of a pitless unit, if applicable
- 2. Water Storage Tank
  - a. Size of the tank including the thickness of the floor, wall, and roof members
  - b. Tank manufacturer
  - c. Paint system and paint/primer brands used on the tank.
  - d. Map of operational valves, fencing, surface drainage plan, and maintenance access
  - e. Telemetry or controls if applicable
  - f. Elevations of floor, inlet, outlet, overflow, and probes, if used
  - g. Details of complex features such as controls, cathodic protection, if applicable
  - h. Details of the foundation
  - i. Overflow and drain locations and erosion protection
- 3. Pump House/Washeteria/Water Treatment Facility/Lift Station
  - a. Building footing drain and discharge location
  - b. Finish floor elevations
  - c. Site plan of the building site, road access with curve radius, buried utilities, surface drainage, ditching, fencing, danger trees/site clearing, etc.
  - d. Elevation view with classified fill, excavation limits, compaction, etc.
- 4. Wastewater Treatment System
  - a. Site plan showing drainage and horizontal dimensions
  - b. Side slopes, wave protection detail
  - c. Number of cells, surface area per cell, maximum liquid volume per cell, and depth of cells
  - d. Piping sizes and materials
  - e. Fence and gate location and sign detail
  - f. Location and lengths of inlet and outlet structures
  - g. Locations of liquid level control structures, over-flow lines and surface drainage ditches, and sewage flow routing
  - h. Elevations of top of berm, lagoon floor, overflow structure, and inlet(s)
- 5. Individual Site Plans
  - a. Site plan, drawn to visual scale, for each structure served including homeowner name, house number, if appropriate, and a north arrow.
  - b. Water Service
    - Service saddle location
    - Size, length, and type of service line materials used

- Appurtenances (curb stop, meter can, and domestic stop) tied to dwelling corners if within 100 feet
- c. Sewer Service
  - Cleanout locations
  - Size, length, and type of pipe used
- d. Septic tank and drainfield
  - Size of the septic tank and the material it is made of
  - Tie to the septic tank inspection manhole(s) and the corners of the drainfield to at least two permanent points (i.e., building corners, power poles, trees, etc.) within 100 feet, if available
  - Configuration and depth of the drainfield, and the type of materials used (e.g., 4-inch D3034 PVC, slip-on joint)

# VIII. Structural Drawings (S Sheets)

- A. Structural Legend, Design Criteria and General Notes
- **B.** Structural Plan Views
  - 1. Foundation plan
  - 2. Floor framing plan
  - 3. Roof framing plan
  - 4. Diaphragm schedule
- C. Structural Elevations and Sections
  - 1. Foundation sections
  - 2. Wall sections
  - 3. Shear wall schedule
  - 4. Header elevations and schedule
- D. Structural Details
  - 1. Splice details
  - 2. Wall intersections
  - 3. Miscellaneous connections
  - 4. Bracket details
  - 5. Fastener details
  - 6 Anchor details
  - 7. Tie down details

## IX. Architectural Drawings (A Sheets)

A. Architectural Legend and General Notes

- 1. Architectural Plan Views All building and room dimensions
- 2. Room name and numbering
- 3. Interior finish schedule
- 4. Exterior finish schedule
- 5. Wall Types
- 6. Door schedule
- 7. Window schedule
- 8. Roof plan

- 9. Code design data
- B. Architectural Elevations and Sections
  - 1. Front, rear, left side and right side views
  - 2. Wall sections
  - 3. Foundation sections
  - 4. Bathroom/Laboratory/Treatment room/etc. elevations
  - 5. Cabinet elevations
- C. Architectural Details
  - 1. Headers (internal and external)
  - 2. Sills (internal and external)
  - 3. Jams (internal and external)
  - 4. Door frame schedule
  - 5. Handrails and guard rails
  - 6. Cabinet details
  - 7. Stair and landing details
  - 8. Ridge detail
  - 9. Eave detail
  - 10. Rake detail
  - 11. Valley detail
  - 12. Vent detail
  - 13. Vapor barriers
  - 14. Window seal
  - 15. Insulation
  - 16. Access hatch

# X. Plumbing Drawings (P Sheets)

- A. Plumbing Legend and General Notes
- B. Plumbing Equipment Schedule
- C. Plumbing Plan Views
- D. Plumbing Elevation Views and Sections
  - 1. Plumbing Isometrics
- E. Plumbing Details
  - 1. Equipment details
  - 2. Equipment mounting
  - 3. Equipment locations
  - 4. Piping installation
  - 5. Piping supports

#### XI. Process Drawings (D Sheets)

- A. Process Diagram Legend
- B. Treatment Process Diagram and Operational Narrative
- C. Treatment Piping and Instrumentation Diagram
- D. Heating and Ventilation Process Diagram and Operational Narrative
- E. Heating and Ventilation Piping and Instrumentation Diagram

# XII. Mechanical Drawings (M Sheets)

- A. Mechanical Legend and General Notes
- B. Mechanical Equipment Schedule and Operational Description
- C. Mechanical Plan Views
  - 1. Piping plan
  - 2. Heating plan
  - 3. Ventilation plan
- D. Mechanical Elevation Views and Sections
  - 1. Piping Isometrics
  - 2. Equipment elevations and sections
- E. Mechanical Details
  - 1. Equipment details
  - 2. Equipment mounting
  - 3. Equipment locations
  - 4. Piping installation
  - 5. Piping supports
  - 6. Equipment control interface
  - 7. Fuel oil
  - 8. Ducting

# XIII. Electrical Systems (E Sheets)

- A. Electrical Legend, Design Criteria and Loads
- B. Electrical Code Analysis and Operation Description
- C. Electrical Equipment Schedule
- D. Electrical Power One Line and Panel List
- E. Electrical Plan View
  - 1. Exterior electrical site plan
  - 2. Power floor plan
  - 3. Electrical control device plan
  - 4. Electrical equipment plan
  - 5. Electrical signal plan
- F. Electrical Elevation Views
  - 1. Electrical panel layout
  - 2. Electrical panel wiring diagram
  - 3. Panel schedule
  - 4. Ladder diagram for all control panels
- G. Electrical Details
  - 1. Panel Faces

#### XIV. Contractor/Shop Drawings (Z Sheets)

- A. Drawings of water storage tank construction, premanufactured buildings, foundation design, filter construction, or other fabricated equipment
- B. Vendor cut sheets such as pumps, wall mounted instruments or other equipment