



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

**Request for Statement of Qualifications**  
**SOQ # 21-VSW-NUP-001**

**Sanitation Design Services**  
**City of Nunapitchuk, Alaska**

**Date of Issue: September 17, 2020**

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## SEC. 1.01 PURPOSE

On behalf of the City of Nunapitchuk, Alaska, the Department of Environmental Conservation (DEC), Village Safe Water (VSW) Program is requesting Statement of Qualifications (SOQ) for design services. The purpose of the SOQ is to gauge offeror interest and develop a vendor pool that may be solicited if VSW publishes a Request for Proposal (RFP).

The Procurement Officer for this SOQ is:

Evan Patterson  
Procurement Officer  
Department of Environmental Conservation  
Village Safe Water Program  
555 Cordova Street  
Anchorage, Alaska 99501  
Email: [evan.patterson@alaska.gov](mailto:evan.patterson@alaska.gov)

## SEC. 1.02 BACKGROUND

Nunapitchuk, Alaska (Community) is a Yup'ik Eskimo community with a population of approximately 588 located about 25 miles northwest of Bethel and is situated on both sides of the Johnson River. The Community was incorporated as a second-class city in 1969. The village of Nunapitchuk resides on flat tundra approximately 10 feet above the mean river water level.

The Community is currently served by three separate lagoons. One lagoon is owned by the lower Kuskokwim School District (LKSD) and receives piped influent from the school facility and the City Water Treatment Plant/Washeteria (WTP/W). The other two lagoons are owned by the City and receive wastewater from the residential Flush Tank & Haul systems. The haul lagoons are located on both sides of the Johnson River, and they are referred to as the East and West Lagoons. These Lagoons were constructed in 1997.

Nunapitchuk is in need of improved haul lagoons for the following reasons:

- Insufficient capacity – The lagoons are currently undersized. The lagoons are sized to hold a year's worth of waste which can then be pumped. The lagoons are being pumped twice a year – in the spring and in the fall.
- Insufficient treatment – As noted above, the lagoons are pumped twice per year, which does not allow for sufficient retention/treatment time.
- Raw sewage spills- When the lagoons are overtopped, raw sewage spills out onto the tundra and surrounding boardwalks. Since Nunapitchuk is a boardwalk Community, residents travel over this boards increasing the potential that contaminants are spread throughout homes and the Community in general.

## SEC. 1.03 SCOPE OF SERVICES

VSW is seeking a SOQ from offerors that can design and develop Bid-Ready plans and Specifications for the following work:

- Rebuild the berms of the existing West and East Lagoons.
- Add a second cell to each lagoon to improve the wastewater treatment process.
- Add perimeter fencing to the West and East Lagoons.

More detail is provided in the available Preliminary Engineering Report. See Attached FTH Lagoon PER revised September 2018.

Any contract resulting from this SOQ and Request for Proposals (RFP) may be amended to provide construction administration services during construction, including design change approvals, submittal review, inspections, and permit to operate as may be deemed fitting.

The selected firm will not be eligible to compete for the construction management of this scope of work.

Project Tasks, Deliverables and Schedule:

1. Design Analysis Report (DAR),
2. 35% Submittal
  - a. 35% Design Plans and Outline Specifications
  - b. 35% Cost Estimate
3. 65% Submittal
  - a. 65% Design Plans and Specifications
4. 100% Design Plans, and Specifications.
5. Contract Administration (Anticipated amendment)
  - a. Assistance during bidding
  - b. Construction Services (assistance during construction)

The design process will follow VSW's Design Review Procedures. See Attached Basic Plan Set Requirements. The contract will not be amended for construction management.

#### **SEC. 1.04 SOQ SCHEDULE**

Below is the estimated schedule for this procurement. If any of the dates are changed, the others will be changed accordingly.

September 17, 2020	Issue Request for Statements of Qualifications
September 25, 2020	SOQ Question Deadline
October 8, 2020	Statements of Qualifications due
October 22, 2020	Short-list three firms / Issue Request for Proposals

#### **SEC. 1.05 PROJECT FUNDING**

Village Safe Water Program, estimates a cost of between \$270,000 and \$310,000 dollars for this design contract.

#### **SEC. 1.06 MINIMUM QUALIFICATIONS AND RELEVANT PROJECT 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 following minimum qualifications and experience.

- The Project Manager and one team member shall have worked in rural Alaska doing sanitation design for a cumulative of 5 years over the last 20 years.
- Project Manager shall have been a licensed State of Alaska P.E. for 10 years.

This 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. 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.

Please include projects that are related to section 1.03 Scope of Services with your submission. The offeror's SOQ will expand on the relevant qualifications and experience of the firm's team by the category scoring breakdown below.

## **SEC. 1.07 STATEMENT OF QUALIFICATIONS FORMAT GUIDELINES AND EVALUATION SCORING**

The SOQ shall follow the format and content requirements described below. The SOQ 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 SOQ's will be evaluated and scored using the following criteria and total points basis.

Proposals that do not meet the format and content requirements may be deemed non-responsive and disqualified from consideration.

## **SEC. 1.08 PROPOSAL CONTENTS**

The following information must be included in all proposals.

### **(a) Authorized Signature**

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90-days from the date set as the deadline for receipt of proposals.

### **(b) Offeror's Certification**

By signature on the proposal, offerors certify that they comply with the following:

- a. the laws of the State of Alaska;
- b. the applicable portion of the Federal Civil Rights Act of 1964;
- c. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- d. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- e. all terms and conditions set out in this SOQ;
- f. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- g. that the offers will remain open and valid for at least 90 days; and
- h. that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

If any offeror fails to comply with [a] through [h] of this paragraph, the state reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

#### **(c) Vendor Tax ID**

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of the state's request.

#### **(d) Conflict of Interest**

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. DEC reserves the right to **consider a proposal non-responsive and reject it or** cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. DEC's determination regarding any questions of conflict of interest shall be final.

### **SEC. 1.09 PROPOSAL EVALUATION CRITERIA**

All SOQ's will be reviewed to determine if they are responsive. SOQ's determined to be responsive will be evaluated using the criterion that is set out below. The three (3) highest ranked responsive and responsible SOQ's will be used as the subsequent vendor pool if the department solicits a RFP resulting from this SOQ. Only the three short-listed offerors will receive the RFP.

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

#### **Project Manager and Team Experience = 85 Points**

##### Project Manager (25 points)

Describe the qualifications and experience of the proposed Project Manager to complete the scope of services showing that he or she meets the minimum qualifications and relevant project experience.

Relevant Project Manager Experience must be identified as follows:

- a) Project title;
- b) Project description;
- c) Project start and end dates;
- d) Client name, telephone number and email address.

Limit three pages

##### Team Experience (60 points)

Describe the qualifications and experience of the proposed team to complete the scope of services. Identify each proposed team member and their role for the following criteria:

- a. Sanitation design experience in western Alaska;
- b. Wastewater treatment and disposal design experience;
- c. Soils or geotechnical experience in western Alaska;

- d. Construction cost estimation experience or experience of third party cost estimating consultant;
- e. Construction experience resource in Alaska, particularly Western Alaska; and,
- f. Construction Contract Administration qualification and experience. VSW prefers firm staff assigned to the project have relevant CSI Certifications.

Relevant team experience must be identified as follows:

- a) Project title;
- b) Project description;
- c) Project start and end dates;
- d) Client name, telephone number and email address.

Limit maximum five pages

### **References = 10 points**

Provide at least three references for the firm and at least three references for the proposed Project Manager. Information shall include the name, phone numbers, email address and project(s) name for work similar to the project described herein. In addition to these references, VSW reserves the right to check any other available references for evaluating and scoring.

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

To receive the points, the qualified Minority Business Enterprise (MBE) or Women's Business Enterprise (WBE) offeror or subcontractor will provide evidence of certification and the work that they will perform. Please refer to Section 8 for additional information on the MBE/WBE preference.

## **SEC. 1.10 SOQ QUESTIONS**

Questions regarding this SOQ shall be addressed in writing (email preferred) to the Procurement Officer.

The deadline for submission of questions is September 25, 2020 at 3:00 PM Alaska Time. This will allow time for an amendment to be issued if one is required.

## **SEC. 1.11 MBE/WBE PREFERENCE – MINORITY BUSINESS ENTERPRISE (MBE) AND WOMEN'S BUSINESS ENTERPRISE (WBE)**

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

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. 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 their 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 their proposal that the eligible subcontractor will be **guaranteed** 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

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

##### [STEP 2]

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

Offeror #1	95 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 points to their scores, offeror #3 is the new apparent winner, with 97 points.

### SEC. 1.12 ASSISTANCE TO OFFERORS WITH A DISABILITY

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

### SEC. 1.13 SOQ DEADLINE AND SUBMITTAL INFORMATION

The SOQ deadline is October 8, 2020 @ 3:00 PM Alaska Time. SOQ shall be submitted using the format as indicated in section 1.06 SOQ Format Guidelines and Evaluation Scoring. Each SOQ 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 SOQ.

SOQ's must be submitted via email. Mailed, hand delivered, oral or faxed proposals are not acceptable. The SOQ must be emailed to [evan.patterson@alaska.gov](mailto:evan.patterson@alaska.gov) as separate, clearly labeled attachments, such as "Vendor A – SOQ.pdf" (Vendor A is the name of the offeror). The email must contain the SOQ number in the subject line. Late SOQ's will be rejected and deemed non-responsive.



The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the proposal exceeds this size, the SOQ must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Similar to sending a hard copy SOQ, the state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for SOQ's.

It is the offeror's responsibility to contact the issuing agency at [evan.patterson@alaska.gov](mailto:evan.patterson@alaska.gov) to confirm that the SOQ has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

**Required Documentation from Offerors:**

- SOQ Form (first page of SOQ);
- Minimum Qualifications and Experience;
- SOQ.

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

## **SEC. 1.14 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.

## **SEC. 1.15 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 contractor to the Procurement Officer prior to being “short listed” and advancing to the RFP process (Appendix B: Federal Debarment Certification Form).

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 being “short listed” and advancing to the RFP process (Appendix C: Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions).

## **SEC. 1.16 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);

- Appendix D: SOQ Form.

## **SEC. 1.17 ATTACHMENTS**

1. PER – Haul Lagoon Improvements (separate attachment)
2. VSW's Design Review Procedures

## 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 fixed fee basis: 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 time and materials basis: 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. The Prime Contractor are allowed markups for the total amount of a subcontractors' invoice. This contract does not allow any expense item to be marked up, and 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:** 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. **The policy must waive subrogation against the State of Alaska.** 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 operations aggregate

**The State of Alaska shall be named as an additional insured.**

**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:

<u>Contract Amount</u>	<u>Minimum Required Limits</u>
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 a breach;
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 Article A8 (Termination).

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) Contracts with payment on a time and materials basis: 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) Contracts with payment on a fixed-fee basis: 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 shall 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 shall 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 and subcontractor agrees to comply with all requirements of the Byrd Anti-Lobbying Amendment (31 U.S.C 1352). A certification **must be completed and submitted by the Contractor and Subcontractor prior to award.** If the Contractor and or subcontractors do not complete the Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions shall be disqualified from consideration. This form will be required to be submitted during annual renewals of the contract.

**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 by the Contractor and Subcontractor 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). This form will be required to be submitted during annual renewals of the contract.

**Article A37. Prevailing Wages.**

The Contractor must comply with all requirements of Alaska Statute 36.05, entitled Public Contracts, Wage & Hour Administration, including the latest State of Alaska Department of Labor & Workforce Development - Laborers and Mechanics Minimum Rates of Pay – Pamphlet No. 600. <http://www.labor.state.ak.us/lss/pamp600.htm> is the website link for the current document. The Contractor is responsible for ensuring they use the most up-to- date version of Pamphlet No. 600.

**Article A38. Davis Bacon Act.**

The Contractor must comply with all requirements of the Davis Bacon Act (40 U.S.C. 3141-3144, 3146-3148 and 40 U.S.C. 276a to 276a-7).

**Article A39. Bayh-Dole Act.**

The Contractor must comply with all requirements of the Bayh-Dole Act and also as the University and Small Business Patent Procedures Act of 1980.

**Article A40. Hotel and Motel Fire Safety Act.**

The Contractor must comply with all requirements of the Hotel and Motel Fire Safety Act of 1990. 15 use 2201 note. 15 use 2201 note.

**Article A41. 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 A42. 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 A43. 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 OR July through December 200\_); and each (January through June OR 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: [DECDA\\$PROCUREMENT@alaska.gov](mailto:DECDA$PROCUREMENT@alaska.gov).

## 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.

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Name and Title of Authorized Representative

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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.S.C. 1602\(8\)](#). 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" ([52.203-12](#)).

(b) *Prohibition*. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" ([52.203-12](#)) 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 [31 U.S.C. 1352](#). 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 LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  <b>Congressional District, if known:</b>			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  <b>Congressional District, if known:</b>		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$ _____		
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):		
<b>11.</b> 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: _____		
<b>Federal Use Only:</b>				Authorized for Local Reproduction Standard 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 organizational level 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.

Alaska Department of Environmental Conservation Village Safe Water Program SOQ Form
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Proj No.....	21-VSW-NUP-001
Project Title .....	Sanitation Design Services
City.....	Nunapitchuk, AK

Contractor.....:

Street.....:

P.O. Box.....:

City, State, Zip.....:

Alaska Business License Number .....

Federal Tax Identification No.....:

DUNS/CAGE Number.....:

MBE / WBE Certification No. (if any) .....

Individual(s) to sign contract.....:

Title(s).....:

Type of business enterprise (check one).....: [     ] Corporation in the state of:

[     ] Individual        [     ] Partnership        [     ] Other(specify) .....

<u>Service, Equipment, etc.</u>	<u>Subcontractor &amp; Office Location</u>	<u>AK Business License No.</u>	<u>MBE / WBE Certification No.</u>

I certify: that I am a duly authorized representative of the Contractor; that this Submittal accurately represents capabilities of the Contractor and Subcontractors identified herein for providing the services indicated; and that the requirements of the Certifications on page 2 and 3 of this form for 1) Alaska Licenses/Registrations, 2) Trade Restrictions/Suspension/Debarment, 3) Foreign Contracting, 4) MBE / WBE Commitment, 5) Former Public Officer 6) Human Trafficking – will be complied with in full. These Certifications are material representations of fact upon which reliance will be placed if the proposed contract is awarded. Failure to comply with these Certifications is a fraudulent act. The Department of Environmental Conservation is hereby authorized to request any entity identified in this proposal to furnish information deemed necessary to verify the reputation and capabilities of the Contractor and Subcontractors. This proposal is valid for at least ninety days.

Signature .....: \_\_\_\_\_

Name .....: \_\_\_\_\_

Title.....: \_\_\_\_\_

\_\_\_\_\_ Date:

\_\_\_\_\_ Telephone (voice):

\_\_\_\_\_ (fax):

\_\_\_\_\_ Email Address:

<b>CERTIFICATION FOR ALASKA BUSINESS LICENSES AND REGISTRATIONS</b>
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1. **Alaska Business License** (Form 08-070 issued under AS 43.70) at the time contract is awarded as required by AS 36.30.210(e) for Contractor and all Subcontractors. In accordance with Administrative Manual, Section 81.120, proof of application for an Alaska Business license will satisfy this requirement. Per AAM 81.120, acceptable evidence that the offeror possesses a valid Alaska business license consists of any one of the following:

- a. Copy of the Alaska business license.
- b. A canceled check that demonstrates payment for the Alaska business license fee.
- c. A copy of the Alaska business license application with a receipt stamp from the State's business license office.
- d. A sworn notarized affidavit that the bidder/offeror applied and paid for the Alaska business license.
- e. Other forms of evidence acceptable to the Department of Law.

2. **Certificate of Registration** for each individual to be in "responsible charge" (AS 08.48.341(11-14)) for Architecture, Engineering, Land Surveying, or Landscape Architecture (Form 08-2407 issued under AS 08.48.211) issued prior to submittal of proposal. Associates, consultants, or specialists under the supervision of a registered individual in "responsible charge" are exempt from registration requirements (AS 08.48.331).

3. **Certificate of Authorization for Corporations, Limited Liability Companies, and Limited Liability Partnerships** for Contractors and Subcontractors for Architecture, Engineering, Land Surveying, or Landscape Architecture (Form 08-2407 issued under AS 08.48.241). Entities offering to provide Architectural, Engineering or Land Surveying services do not need to be registered for such disciplines at the time proposal is submitted provided they obtain registration prior to contract award (AS 08.48.241).

4. **Certificate of Incorporation** (Alaska firms) or **Certificate of Authorization for Foreign Firm** ("Out-of-State" firms). All corporations, regardless of type of services provided, must have one of the certificates (AS 10.06.218 and other sections of Title 10.06 - Alaska Corporations Code).

5. **Current Board of Director's Resolution** for incorporated Contractors and incorporated Subcontractors for Architecture, Engineering, Land Surveying or Landscape Architecture (reference AS 08.48.241) that names the person(s) designated in "responsible charge" for each discipline. Such persons shall be licensed in Alaska and shall participate as project staff in the Contract/Subcontracts.

6. **All partners** in a Partnership to provide Architectural, Engineering, Land Surveying, or Landscape Architecture **must be legally registered in Alaska** prior to submittal of proposal for at least one of those disciplines (AS 08.48.251) which the Partnership offers.

7. **Joint Ventures**, regardless of type of services provided, must be licensed/registered in the legal name of the Joint Venture as used in this proposal (AS 43.70.020 and 43.70.110(4)).

8. **Contracts for Architecture, Engineering, Land Surveying, or Landscape Architecture** may not be awarded to individuals, corporations or partnerships not in compliance, respectively, with the provisions of paragraph 2, 3, and 6, above (AS 36.90.100).

For information about licensing, Offerors may contact the Alaska Department of Commerce, Community, and Economic Development, Division of Corporations, Business and Professional Licensing at P.O. Box 110806, Juneau, AK 99811-0806, or at Telephone (907) 465-2550, or at Internet address:

<https://www.commerce.alaska.gov/web/cbpl>

**CERTIFICATION – TRADE RESTRICTIONS AND SUSPENSION AND DEBARMENT**

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

**CERTIFICATION - FOREIGN CONTRACTING**

By signature on this solicitation, the offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States. If the offeror cannot certify that all work is being performed in the

United States, the offeror must contact the Contracts Officer to request a waiver at least 10 days prior to proposal deadline. The offeror must provide with their submission a detailed description of the portion of work being performed outside the United States, where, by whom, and the reason the waiver is necessary. Failure to comply with this requirement may cause the state to reject the bid or proposal as non-responsive, or cancel the contract.

### **MBE / WBE COMMITMENT**

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. 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** the proposed work.

### **CERTIFICATION – FORMER PUBLIC OFFICER**

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

The Ethics Act bars a public officer who leaves State service from representing, advising or assisting a person for compensation regarding a matter – that was under consideration by the administrative unit in which the officer served, and in which the officer participated personally and substantially through the exercise of official action, for two years after leaving state service. See AS 39.52.180(a). "Public officer" includes a state employee, a member of a state board and commission, and a trustee of the Exxon Valdez Oil Spill Trust. "Official action" means a recommendation, decision, approval, disapproval, vote, or other similar action or inaction. Possible remedies for violating the bar include penalties against the former public officer and voiding the state grant, contract or lease in which the former public officer is involved.

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

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

### **HUMAN TRAFFICKING**

By signature on their proposal, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/>

Failure to comply with this requirement will cause the state to reject the proposal as non-responsive, or cancel the contract.



# Basic Plan Set Requirements

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



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

## **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. Sewer

- 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

- l. 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