

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

PART A – REQUEST FOR PROPOSALS

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

GENERAL INFORMATION

These documents consist of three parts (Part A -Request for Proposals; Part B - Proposal Form; Part C - Contract Award, Notice to Proceed & Invoice Summary), -- *plus the current edition dated 2018 of the Standard Provisions Booklet* (DOT&PF Standard Provisions for Small Procurements of Construction Related Professional Services) that is hereby incorporated by reference. The Booklet will not be distributed with any of the three parts; however, a copy may be obtained on our website at the following link: <u>http://www.dot.state.ak.us/procurement/.</u> The Booklet contains copies of the Small Procurements Procedure (Chapter 2 of the PSA Manual), Appendix A (General Conditions), Appendix C (Compensation), Exhibit C-1 (Methods of Payment), Appendix D (Indemnification and Insurance), and Appendix E (Certificate of Compliance).

Project Title: Potter Marsh		Contracting Agency:			
Geotechnical Investigation		Division of Parks and Outdoor Recreation 550 W. 7 th Avenue, Suite 1340			
Project Number(s): 91032-1	RFP No. N/A	Anchorage, AK 9950			
Project Site (City, Village, etc.) Anchorage, A	AK				
Agency Contact: Rangell Soriano, P.E.		Phone: 269-8937	^{Email:} rangell.soriano@alaska.gov		
Estimated Amount of Proposed Contract:	⊠ less than \$50,000 □ \$100,000 to \$150,000	☐ \$50,000 to \$100,0 ☐ \$150,000 to \$200			
Funding Source (check all that apply): 🛛 State 🔲 FHWA 🔲 FAA 📋 FTA 🖾 Other: ARPA (Federal-Aid)					
REQUIRED SERVICES: Are described in the enclosure consisting of 3 pages, dated 2/6/24. OR: are described as follows:					

Note to Proposers: Any proposer listing as a member of their team a current public officer or a former public officer who has left State service within the past two (2) years must submit a sworn statement from that individual that the Alaska Executive Branch Ethics Act does not prohibit his or her participation in this project. If a proposer fails to submit a required statement, the proposal may be deemed nonresponsive or nonresponsible, and rejected, depending upon the materiality of the individual's proposed position.

If required, submit the attached Former Employee's Certification of Eligibility (Form 25A270). The page limit noted below does not include this form.

Note: Offerors shall carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the purchasing authority before proposal due date. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective solicitation and exposure of Offeror's proposals upon which award could not be made. Protests based upon any omission, error, or the content of the solicitation will be disallowed if not made in writing before the proposal due date.

PERIOD OF PERFORMANCE: Begin: March 15, 2024

End: May 31, 2024

PROPOSAL FORMAT

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

is required, the page limit does not include the Price Estimate. Proposals that exceed the page limit may be disqualified. Proposals may be sent by fax or electronically as indicated on page 2, or hand delivered to the Contracting Agency.

PRICE AND METHOD OF PAYMENT

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

A Price Estimate is required with your proposal.

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

	PRICE ESTIMATE FORMAT (if required per above)						
1. *	Direct Costs of Direct Labor (DCDL). Provide a table with the following columns (Names required only for key staff and persons "in- responsible-charge"):						
	Job Classification Name Total Hours Rate (\$/hr) * Estimated Cost (\$) Total DCDL \$						
2. *	Indirect Costs (IDC). IDC Rate:% Total IDC \$						
3.	Subcontracts. List each, the amount for each and attach an estimate in this format for each. Total Subcontracts \$						
4.	4. <u>Expenses</u> . (Equipment, transportation, food and lodging, reproduction, etc if not included in Indirect Costs.) Amounts shall be based on actual cost to the Offeror, without any profit or other markup. Provide a table with the following columns:						
	Item Quantity Cost (\$/Unit) Estimated Cost (\$) Total Expenses \$						
5. *	5. * <u>Total Estimated Cost</u> . Sum of DCDL + IDC + Subcontracts + Expenses. Total Cost \$						
6. *	6. * <u>Proposed Fee</u> . List a proposed <i>amount</i> (not a percentage) for profit. Fee \$						
7.	7. <u>Total Estimated Price</u> . Sum of Total Estimated Cost plus Proposed Fee. Total Price \$						
*	* Sole proprietorships and small firms that do not maintain an accounting system that separately identifies costs for "payroll" benefits and overhead, for routine allocation of such costs to jobs, may omit items 2, 5, & 6 if the Rates (\$/hr) in Item 1 are proposed as Billing Rates (DCDL + IDC + FEE). Firms that routinely allocate Indirect Costs to projects may not use Billing Rates for this estimate.						
	SUBMITTAL DEADLINE AND LOCATION						

DATE: March 5, 2024

PREVAILING TIME: 2:00 PM FAX OR EMAIL:

//AIL: (907) 269-8917 rangell.soriano@alaska.gov

Hand deliver proposal directly to following location, and person, if named; or email to address above:

Rangell Soriano, P.E. at 550 W. 7th Avenue, Suite 1340; Anchorage, AK 99501

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

BASIS OF SELECTION

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

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

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

END OF PART A

PROPOSED STATEMENT OF SERVICES APPENDIX B

Potter Marsh Geotechnical Investigation

ARTICLE B1 INDEX

Article	<u>Subject</u>
B2	Exhibits
B3	Codes, Regulations, Standards, and
	Procedures
B4	Administrative Requirements
B5	Project Description and Location
B6	Summary of Contract Services
B7	Management
B8	Geotechnical Investigation

ARTICLE B2 EXHIBITS

Exhibits	<u>Subject</u>
B-1	Exhibit 1: Project Location Map
B-2	Exhibit 2: Concept Site Plan

<u>ARTICLE B3</u> CODES, REGULATIONS, STANDARDS, AND <u>PROCEDURES</u>

B3.1 General. All studies, reports, and design services shall be performed in accordance with applicable codes, regulations, standards, professional practice procedures, and commonly recognized construction methods. The Contractor shall consider the geographical location of the project as well as other environmental and site-specific constraints when performing services for this project.

B3.2 Units of Measurement. Standard U.S. units of measurements shall be used throughout development of the project.

ARTICLE B4 ADMINISTRATIVE REQUIREMENTS

B4.1 General. The Contractor shall provide services as identified and authorized by sequentially numbered Notices-to-Proceed. The Contractor shall not perform services or incur billable expense except as authorized by an NTP.

B4.2 Project Staff. All services must be performed by or under the direct supervision of the following individuals:

<u>Name</u>

Project Responsibilities

[TBD]

Replacement of, or addition to, the Project Staff named above shall be accomplished only by prior written approval from the Contracting Agency.

B4.3 Professional Registration. All reports, plans, specification, estimates and similar work products provided by the Contractor shall be prepared by or under the supervision of the Registered Alaskan Engineer or Land Surveyor in responsible charge for the services. These Engineers or Land Surveyors shall be currently registered in the State of Alaska and they shall sign, seal and certify as to the accuracy of each final work product for which they are responsible.

B4.4 Billing Reports. The Contractor shall provide a two-page (typical) report with each monthly billing for months in which services are performed. The report shall specifically describe the services and other items *for which the billing is submitted* and shall estimate the percentage the services are complete. Any delayed costs from previous billing periods that are included in the current billing must be clearly explained in the report.

B4.5 Correspondence. All correspondence prepared by the Contractor shall bear the Contracting Agency's assigned Project name and number.

B4.6 Documents and Reports shall be printed with solid black letters that are double spaced on white, 8.5-inch x 11-inch bond or "Xerox Copy" paper. Other size paper may be used for illustrations if they are folded to 8.5-inch x 11-inch size. Original documents and reports shall be printed on one side of the paper only and shall be ready for copying. Documents and reports shall have no black and white photographs, color photographs, or multicolored graphics except as specifically approved by the Contracting Agency. Original, camera ready, copies of final documents and reports shall be submitted to the Contracting Agency for a check before printing.

B.4.6.1 Copies. When the Contract calls for multiple copies of documents or reports, the copies shall be printed on both sides of the paper. However, the cover and pages with approved illustrations, multicolored graphics, or photographs shall be printed on one side of

the page only. All copies - except for originals - shall be bound.

B4.6.2 Page Numbers. All documents shall be page numbered to allow every major Section, Chapter, Appendix, etc., to begin on a "right hand," odd numbered page.

B4.6.3 Covers. The cover of all documents and reports shall include the following information:

- a. Name of document or report.
- b. Date.
- c. Indicate whether draft or final.
- d. Project Name.
- e. State Project Number.
- f. Prepared for: Alaska Department of Natural Resources, Division of Parks and Outdoor Recreation.
- g. Prepared by: [COMPANY NAME AND ADDRESS]
- h. Map and/or picture of project area.

B4.7 Contractor Name on Plan Sheets and Documents. No Contractor logos shall be allowed on any electronic or hard copy document produced for the Contracting Agency. The Contractor company name shall be included in the box above or below the engineer's seal on each plan sheet. Documents produced for the Contracting Agency shall include the Contractor's company name at the bottom right of the first page, cover sheet or title sheet only. Contractor letterhead shall be allowed only as exhibits in document appendices. The Contractor name shall be in the same font as other lettering on the plan sheet or document, shall be 1/16" or less in height on 11"x17" plan sheets, and shall be in the following format:

PLANS DEVELOPED BY: [COMPANY NAME AND ADDRESS]

B4.8 Plans. Plans shall be submitted on title block provided by the Department. All submittals shall be half size, on 11"x17" plan sheets.

B4.8.1 Drafting. All drawings shall be submitted in Autocad, format using the e-transmit feature to capture all peripheral files into one zip file. AutoCAD version shall be the current release or as designated by the Contract Manager. All submissions shall include the Autocad drawing files on thumb drives or external hard drive. An industry standard layering scheme shall be used.

B4.9 Borehole Logs. Final logs from the subsurface investigation shall be 8.5" x 11", prepared using software capable of producing logs that are professional looking, consistent in scale, and graphically depict the different soil types encountered. The software shall be compatible with Autocad for exporting scaled graphic soil profiles. Final log format and appearance shall be approved by the Contract Manager.

B4.9.1 Copies of the Specifications shall be printed on both sides of the paper and shall be bound with a comb binder. Copies of the estimates shall be single sided. For Reviews, copies of estimates shall be included as the first item behind the cover of the Specifications.

B4.9.2 All Specifications shall also be submitted on thumb drives as document files for Microsoft Word.

B4.10 Revisions. The Contractor shall modify work products in response to direction from the Contracting Agency. Corrections, adjustments, or modifications necessitated by the review/approval process, but which do not substantially affect the scope, complexity, or character of the services, shall be considered a normal part of the Contractor's services.

B4.10.1 Errors and Omissions. Except as described in this Statement of Services, work products shall be essentially complete when submitted to the Contracting Agency. Work products having significant errors or omissions will not be accepted until such problems are corrected.

B4.10.2 Review Meetings. Following each review, the Contracting Agency will provide written comments and may hold a meeting to discuss the issues. The Contractor's personnel who are in-responsible-charge for the work products under review shall attend the meeting and may be asked to interpret and provide explanations of the content.

B4.10.3 Comment Resolution. The Contractor shall provide a written response with subsequent submittals that address all written and oral comments from the Contracting Agency. All changes from previous submittals shall be clearly explained.

B4.11 Reproduction and Distribution. When the contract requires only the original or only one copy of a work product to be delivered, the Contracting Agency will reproduce and distribute any other copies required. Items delivered for reproduction shall be organized and camera-ready for copying and not stapled or otherwise bound.

ARTICLE B5 PROJECT DESCRIPTION AND LOCATION

B5.1 The Division of Parks and Outdoor Recreation (DPOR) on behalf of the Department of Fish and Game is planning to make improvements to Potter Marsh facilities located in Anchorage, Alaska. There are two areas of work: (1) the south parking area and (2) at the terminal of the old boardwalk adjacent to the Seward Highway.

Potter Marsh is part of the Anchorage Coastal Wildlife Refuge. The facilities are heavily used for marsh access, wildlife and bird watching, photography and general outdoor recreation.

The south parking area consists of developed uplands and site improvements are currently under construction. The area of the boardwalk terminal is less developed, consisting of the old boardwalk and marshland.

Exhibit B-1 depicts the project location.

The intended improvements include:

- 1. Boardwalks on steel pile foundation;
- 2. A boardwalk ramp from the south parking lot to the ice skating ponds.

Exhibit B-2 are drawings of the concept site plan.

ARTICLE B6 SUMMARY OF CONTRACT SERVICES

B6.1 General. The Contractor shall provide professional services to include mobilization and demobilization, onsite subsurface investigation, soil sampling and testing, analysis, reporting, and geotechnical engineering recommendations.

ARTICLE B7 MANAGEMENT

B7.1 Performance Schedule. The Contractor shall abide by the schedule submitted, adjusted for the actual Notice to Proceed (NTP) date.

B7.1.1 Schedule Changes. Adherence to the Project Schedule is necessary to meet the Contracting Agency's long-term goals and commitments. The Contractor agrees to expend all effort necessary to stay on schedule and meet the contract delivery dates.

B7.2 Project Coordination. All coordination and correspondence for the project shall be handled through or with the concurrence of the Contract Manager.

B7.2.1 Correspondence. The Contractor shall submit all written material, letters, survey forms, etc., used to communicate information regarding the project to the Contract Manager for review and acceptance prior to its distribution. Copies of all outgoing and incoming correspondence shall be provided to the Contract manager. All outgoing correspondence shall include the project title and state project numbers.

B7.2.2 Release of Information. The release of any project-related information must be approved by the Contract Manager.

ARTICLE B8 GEOTECHNICAL INVESTIGATION

B8.1 General. The Contractor shall conform to the latest edition of the Alaska Geotechnical Procedures Manual as published by the Department of Transportation and Public Facilities (DOT&PF).

The Contractor is responsible for due diligence work to evaluate the project site for equipment access.

B8.2 Subsurface Investigation. Submit for approval a project specific exploration plan. The plan shall describe the equipment to be used, the number of investigation holes, their locations in relation to the proposed development, and their depth. The plan shall outline all necessary permits, which the Contractor will secure.

The project site is a wildlife refuge and disturbance to the existing natural vegetation must be minimized. All activities shall conform to applicable laws and regulations.

Helical piles are being considered for the boardwalk foundation. Evaluate the subsurface for suitability of using helical piles. Note the presence of cobbles and boulders. Document soil strength characteristics.

Document depth of frozen ground at the time of investigation. Visually classify each soil sample and note other relevant soil characteristics, such as color, odor, etc.

Backfill each hole with drill cuttings or excavated material and compact as practical as possible.

Document GPS latitude/longitude coordinates for each test hole.

B8.3 Lab Testing. At a minimum, determine the gradation, soil classification, and moisture content of all collected samples. Test for organic content of organic soils. Determine the frost-susceptibility of all soil samples collected within 15 feet below ground surface.

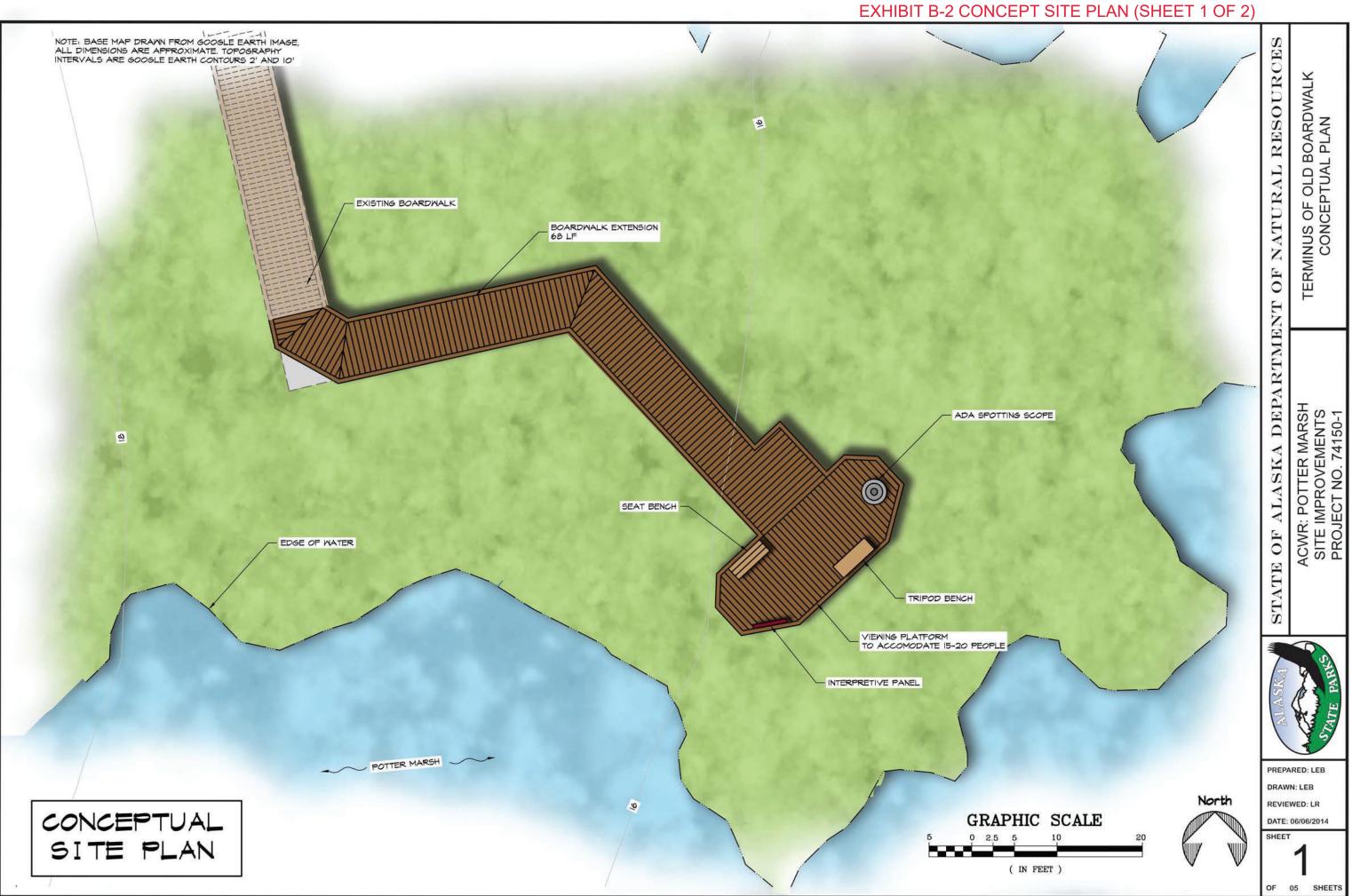
B8.4 Deliverable Items.

Deliverable Item	<u>Originals</u>	Copies
Draft Report	1 & PDF	0
Final Report	1 & PDF	2

EXHIBIT B-1 PROJECT LOCATION MAP (SHEET 1 OF 1)



ECT LOCATION MAP (SHEET	1 OF 1))
TSTET IS AND AND AND AND AND AND AND AND AND AND	ALASKA, DEPARTMENT OF NATURAL RESOURCES veloped by: division of parks and outdoor recreation 'H ave. suite 1340, anchorage, ak 99501 - 907.269.8731	PROJECT LOCATION MAP
	STATE OF ALASKA, DEPARTMENT OF NATUR PLANS DEVELOPED BY: DIVISION OF PARKS AND OUTD 550 W 7TH AVE. SUITE 1340, ANCHORAGE, AK 99501	POTTER MARSH GEOTECHNICAL INVESTIGATION PROJECT NO. 91032-1
A9 H Rys B. Miranda CE - 11010 Pofessional CE - 11010	PREPARED: R DRAWN: RBM REVIEWED: D. DATE: FEB. (SHEET	&C





Alaska Department of Natural Resources



SMALL PROCUREMENT DOCUMENTS

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

Project Title: Potter Marsh Geotechnical Investigation RFP No .: 91032-1

PROPOSAL REQUIREMENTS

Proposals shall demonstrate comprehension of the objectives and services for the proposed contract; include a brief overview of what will be done; and show a sequence and schedule for each important task. Assumptions made in formulation of the proposal and the support expected from the Contracting Agency shall be defined. The key individuals who will perform services shall be named (including all who would be "in responsible charge" (Ref: AS 08.48) for Architecture, Engineering, Land Surveying and/or Landscape Architecture with their Alaska registration number). Include a brief – about one paragraph – statement for each person named that describes experience directly related to the service(s) they will perform. Proposed subcontracts, if any, shall be explained. Resources; e.g., support personnel, facilities, equipment, current and projected workload could be summarized. Any unique qualifications or knowledge of the project, project area, or services to be provided, should be identified.

ALASKA STATUTORY PREFERENCES		are	are not applicable to this	s contract.
If applicable	, check those	preference	ces that you (Offeror) claim.	
Alaska Bidder (Offeror) AND>>	Veterans	AND >>	Employment Program OR	P Disabled Persons
2 AAC 12.260(d)	AS 36.30.17	5 if appli	cable AS 36.30.170(c)	AS 36.30.170 (e & f)
Invalid claim(s) wil	Il result in the	Offeror's	disqualification for contract av	vard.

PROPOSAL

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

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

-] Certification of Compliance (Alaska Licenses and ſ Registrations, and Certifications).
- Insurance, including Workers' Compensation, 1 [Comprehensive or Commercial General Liability, and Comprehensive Automobile Liability.
- ſ 1 Professional Liability Insurance as follows:
 - As available. П
 - Minimum of \$300.000. \square
 - Minimum of \$500.000.
- Certification for Federal-Aid Contracts Exceeding ſ 1 \$100,000 (DOT&PF Form 25A262 Appendix A, General Conditions)

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

this requirement may cause the state to reject the proposal as non-responsive, or cancel the contract.

I further certify that I am a duly authorized representative of the Offeror; that this Proposal accurately represents capabilities of the Offeror and Subcontractors identified for providing the services indicated. I understand that these Certifications are material representations of fact upon which reliance will be placed if this contract is awarded and that failure to comply with these Certifications is a fraudulent act. The Contracting Agency is hereby authorized to request any entity identified in this proposal to furnish information deemed necessary to verify the reputation and capabilities of the Offeror and Subcontractors. This proposal is valid for at least ninety (90) days.

	Signature and Date	
Name		
Title	:	
Offeror (Firm)		
Street or PO E	Зох	
City, State, Zi	p	
Telephone - V	′oice:	
Telephone - F	ax	
Email	:	
Federal Tax lo	dentification No	
Type of Firm (□ □ □	Check one of the following): Individual Corporation in state of Other (specify)	Partnership

END OF PART B

	MALL PROCUREN OCUMENTS PART CONTRACT AWARI	⁻ C - D, NTP 8	\$	IRIS P	rogram No		2-1				
Contractor: Project Title: P	otter Marsh Geotechnical Inve	estigation									
Troject fille.		CT AWARD &	NOTICE TO	PROCEEI)						
You have been awarded this Agreement in accordance with Parts A, B & C of these documents and the following correspondence: From: To											
not have a copy of th contract immediately The Agency Manage	udes the Small Procurement Standard ne Standard Provisions Booklet, obtair and are required to complete it not la er for this Contract is: Rangell Sorianc is Contract shall be by the method(s)	n one from the (iter than: o, P.E.	Contracting A Telep	gency. Yo hone: (90	ou are authoriz 07) 269-8937	ed to proceed with p Email: rangell.soria	erformance of this ano@alaska.gov				
Issued for the Contra	acting Agency per ADOT&PF Policy #	01.01.050 by:	Accepted	for the Co	ntractor by:						
Signature Name:		Date	Signature Name:				Date				
		BILLING	SUMMAR	Y							
This Invoice is fo	or [] Progress OR [] Fina	l Payment.	Sequentia	al Invoid	e # for this	Agreement is:	[].				
Total Contract Amounts	Task Description	Meth of Pay	Authoriz To - Dat		rior Aprv'd Payments	This Billing	Total To - Date				
	Total Authorized Amount f	or All Tasks									
	Sum of Prior APPROVE	D Payments									
	Sum for THI	S INVOICE									
	Sum of Prior Payments and	this Invoice									
	Balance of Authoriz										
Phase Code	Activity Code	PAYN				IEST					
			SUNTRAC								
Template Code Object Code			Signature Date Name: (Contractor's Project Manager)								
accurate and that serv	ENDED: I certify this Invoice to be va rices were performed substantially in c rements and schedule.		PAYMENT		ED: Based up eby approve pa	on the payment reco					
Signature Name:			Signature Name:				Name: Name:				

SEE INSTRUCTIONS ON NEXT PAGE

Alaska Department of Natural Resources

INSTRUCTIONS FOR AGENCY ISSUE AND CONTRACTOR BILLING

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

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

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

"By signature hereunder, the Contractor certifies entries to be true and correct for the services performed to date under or by virtue of said Contract and in accordance with AS 36.30.400. The Contractor further certifies that all applicable Federal, State and Local taxes incurred by the Contractor in the performance of the services have been paid and that all Subcontractors engaged by the Contractor for the services included in any invoice shall be fully compensated by the Contractor for such services."

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

END OF PART C