STATE OF ALASKA REQUEST FOR PROPOSALS

WHITTIER TUNNEL OPERATIONS & MAINTENANCE-FEDERALLY FUNDED

RFP 2526H08

ISSUED AUGUST 8, 2025

The Department of Transportation & Public Facilities (DOT&PF), Division of Program Management and Administration (PMA), is soliciting proposals to provide for the maintenance and operation of the Anton Anderson Memorial (Whittier) Tunnel (AAMT), the Portage Lake Tunnel, Tunnel Control Center and outbuildings, the Bear Valley Staging Area, Bear Valley Portal Building, the AAMT, Whittier Portal Building, and the Whittier Staging Area

ISSUED BY:

DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES (DOT&PF)
DIVISION OF PROGRAM MANAGEMENT AND ADMINISTRATION (PMA)

PRIMARY CONTACT:

CHRIS HUNT
PROCUREMENT OFFICER
chris.hunt@alaska.gov
907-465-8448

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

IMPORTANT NOTICE: IF YOU RECEIVED THIS SOLICITATION FROM THE STATE OF ALASKA'S "ONLINE PUBLIC NOTICE" WEB SITE, YOU MUST REGISTER WITH THE PROCUREMENT OFFICER LISTED IN THIS DOCUMENT TO RECEIVE NOTIFICATION OF SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

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INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Transportation & Public Facilities (DOT&PF), Division of Program Management and Administration (PMA), is soliciting proposals to result in a single contract award to a qualified firm to provide for the maintenance and operation of the Anton Anderson Memorial (Whittier) Tunnel (AAMT), the Portage Lake Tunnel, Tunnel Control Center and outbuildings, the Bear Valley Staging Area, Bear Valley Portal Building, the AAMT, Whittier Portal Building, and the Whittier Staging Area, providing efficient and effective service to the people of Alaska, while preserving the State of Alaska's investment for the future.

SEC. 1.02 BUDGET

Approval or continuation of a contract resulting from this RFP is contingent upon legislative appropriation.

Payment for the contract is subject to funds already appropriated and identified.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 2:00 pm prevailing Alaska Standard Time on September 2, 2025 as indicated by postmark or email timestamp and late proposals will not be considered.

SEC. 1.04 PRIOR EXPERIENCE

In order for offers to be considered responsive offerors must meet these minimum prior experience requirements:

- Must have a minimum of fifteen (15) years of experience with at least three tunnel projects or similar equivalent large scale public projects.
- Must have experience with and understanding of the National Tunnel Inspection Program and its requirements.

An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and rejected.

SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective proposal and exposure of offeror's proposals upon which award could not be made.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

PROCUREMENT OFFICER: Chris Hunt PHONE 907-465-8448

EMAIL ADDRESS: chris.hunt@alaska.gov FAX: 907-465-3124

SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit **One (1)** hard copy of their proposal, in writing, and **TWO** thumb drives containing electronic copies of the entire proposal. **One** thumb drive will contain the transmittal information and the technical proposal. **One** thumb drive will contain the cost proposal. The proposal response should be addressed to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified.

Faxed or oral proposals **will not be accepted**.

The sealed proposal package(s) must be addressed and mailed as follows:

Department of Transportation & Public Facilities
Division of Program Management and Administration
Attention: Chris Hunt
Request for Proposal (RFP) Number: 2526H08
RFP Title: Whittier Tunnel Operations & Maintenance – Federally Funded

PO Box 112500
3132 Channel Drive, Room 350
Juneau, Alaska 99811-2500

If using a **delivery service**, please use the following address:

Department of Transportation & Public Facilities
Attention: Chris Hunt
3132 Channel Drive, Room 350
Juneau, Alaska 99801

An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

Please take into consideration that due to weather, scheduling, and location there is no overnight delivery service to Juneau, Alaska.

Electronic Submission:

If submitting a bid via email, the bid must be emailed to dotstatewideprocurement@alaska.gov as clearly labeled attachments, such as "Vendor A – bid.pdf". The email must contain the RFP number in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **15 mb (megabytes)**. If the email containing the proposal exceeds this size, the bid must be sent in multiple emails that are each less than 15 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 bid, if you are emailing your bid, the state recommends sending it with enough time to ensure the email is delivered by the deadline for receipt of proposals.

It is the offeror's responsibility to contact the issuing agency at (907) 465-8447 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

See RFP SECTION 4.10 BID GUARANTEE AND PERFORMANCE BOND

Note: Failure to submit a bid Guarantee in the proper amount, by the due date and time set for proposal submission, will cause the State to determine the proposal non-responsive and reject the proposal.

SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY

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

SEC. 1.09 AMENDMENTS TO PROPOSALS

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the state's request in accordance with 2 AAC 12.290.

SEC. 1.10 AMENDMENTS TO THE RFP

If an amendment is issued before the deadline for receipt of proposals, the amendment will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the amendment will be provided to all who were notified of the RFP and to those who have registered with the procurement officer after receiving the RFP from the OPN.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

SEC. 1.11 RFP SCHEDULE

RFP schedule set out herein represents the state's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Standard Time.

ACTIVITY	TIME	DATE
Issue Date / RFP Released		August 8, 2025
Offerors Site Inspection	10:00am	August 20, 2025
Pre-Proposal Conference	1:30 pm	August 20, 2025
Deadline for Receipt of Proposals / Proposal Due Date	2:00 pm	September 2, 2025
Proposal Evaluations Complete		September 5, 2025
Notice of Intent to Award		September 5, 25
Contract Issued		September 16, 25

This RFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Transportation & Public Facilities, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

SEC. 1.12 PRE-PROPOSAL CONFERENCE & OFFEROR SITE INSPECTION

A pre-proposal conference will be held virtually via Microsoft Teams, at 1:30 pm, Alaska Time, on August 20, 2025. The State suggests that all potential offerors attend the pre-proposal conference in person. The purpose of the conference is to allow potential offerors the opportunity to inspect the existing Anton Anderson Memorial (Whittier) Tunnel (AAMT), to discuss operations, to discuss the work to be performed with the prospective offerors, and to allow for questions to be asked concerning the RFP. All questions asked during the pre-proposal conference shall be followed up in writing to the procurement officer on record for the RFP. The State's official answers to questions raised will be issued through an amendment to the RFP and posted to the State of Alaska Online Public Notice Website. The Amendment will be sent to prospective offerors who have registered with the procurement officer, as soon as possible after the meeting.

A non-mandatory site inspection will be held at the Anton Anderson Memorial (Whittier) Tunnel (AAMT), at 10:00 am, Alaska Time, on August 20, 2025. The State employee conducting the site inspection will not answer any questions regarding the RFP and will only show perspective proposers the

To register for the site inspection, please contact Gordon Burton, 907-472-2584 and gordon.burton@alaska.gov or Vernon Vreeland, 907-269-0778, Vernon.vreeland@alaska.gov Offerors should make contact to register a minimum of 24 hours prior to the time and date set for the non-mandatory site inspection.

No representations or statements made during site visits will be binding on the State of Alaska. Questions, if there are any, should be posed during the pre-proposal conference or as part of the formal

RFP process. Statements made by State officials during site visits or outside the context of the pre-proposal conference noted above cannot be relied on in any way by offerors.

All verbal questions asked by potential offerors during the pre-proposal conference or site inspection must be submitted in writing by the potential offeror so that the State can provide official answers to those questions.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made. Participants may dial into the meeting using the following number:

Meeting Call in Phone Number: 1-907-202-7104

Meeting Pin: 57065670#

SEC. 1.13 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation. In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

SEC. 1.14 NEWS RELEASES

News releases related to this RFP will not be made without prior approval of the project director

SEC. 1.15 FEDERAL CONTRACT PROVISIONS

Required Contract Provisions for Federal-Aid Contracts, **Required Contract Provisions for Federal-Aid Federal Highway Administration (FHWA) Contracts**, (Form 25C-55A (10/23)(FHWA Provisions 01/2023) pages 1 through 14 is attached to this document. This contract incorporates the provisions by reference, with the same force and effect as if they were given in full text. The Contractor must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

CONTRACT FUNDING:
The funding of the resultant contract will be provided by the U.S. Federal Highway Administration (FHWA). Federal funds are identified and appropriated for the first term of the contract. Payment and performance obligations for additional terms of the contract are subject to the availability and appropriation of funds.

STATEMENT OF FINANCIAL ASSISTANCE:
Statement of Financial Assistance: This Procurement is subject in part to financial assistance grants agreement between the State of Alaska and the Federal Highway Administration (FHWA).

Sec. 36.30.890. Federal Assistance
If a procurement involves the expenditure of federal funds or federal assistance and there is a conflict between a provision of this chapter or a regulation adopted under a provision of this chapter and a federal statute, regulation, policy, or requirement, the federal statute, regulation, policy, or requirement shall prevail.

2 AAC 12.730. Federal Assistance
If a procurement involves the expenditure or federal funds or requires federal assistance and there is a conflict between a provision of this chapter and federal statute, regulation, policy, or requirement, the procurement officer shall comply with the federal statute, regulation, policy, or requirement. Authority: AS 36.30.040; AS 36.30.890

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The Anton Anderson Memorial Tunnel (AAMT) is located on the Portage Glacier Highway, which connects the City of Whittier and Prince William Sound to the Seward Highway and the rest of South-Central Alaska. The tunnel operation services the Port and City of Whittier, the Alaska Marine Highway System, the freight and tour industries and provides access for recreation on Prince William Sound. Service began on June 7, 2000, and the facility will be 25 years old on June 7, 2025.

The AAMT is a landmark effort that boasts several "firsts":

- The longest highway tunnel in North America (13,300 feet or 2.5 miles).
- The longest combined rail-highway use tunnel in North America.
- The first tunnel in the United States that has a ventilation system that combines jets and portal fans.
- The first tunnel with a unique computerized traffic control system that regulates both rail and highway traffic.
- The first tunnel designed to operate in temperatures down to minus 40 degrees F. and in winds up to 150 mph.
- Portal Buildings engineered to withstand avalanches.

It is the purpose of this contract to provide for the maintenance and operation of this unique facility, providing efficient and effective service to the people of Alaska, while preserving the State of Alaska's investment for the future.

The facility that services the AAMT is made up of several components:

Portage Lake Tunnel, Tunnel Control Center and outbuildings, the Bear Valley Staging Area, Bear Valley Portal Building, the AAMT, Whittier Portal Building, and the Whittier Staging Area

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK AND DELIVERABLES

The Department of Transportation & Public Facilities, is soliciting proposals for from qualified offerors to provide management, operation, and maintenance of areas, and to provide management operation of the Anton Anderson Memorial Tunnel (AAMT), Portage Lake Tunnel, Tunnel Control Center and outbuildings, the Bear Valley Staging Area, Bear Valley Portal Building, the AAMT, Whittier Portal Building, and the Whittier Staging Area.

The Contractor shall be responsible for providing all labor, equipment, tools, supervision, materials, supplies, and any other incidental items necessary for the maintenance, repair, operation and documentation thereof of the AAMT and all facilities and systems. Those systems identified are done so for example purposes and does not imply any limitation of Contractor responsibility. Unspecified features are covered by this contract.

Prior to commencement date, the Contractor shall have completed all training and obtained all permits, certificates and documents required to maintain and operate the AAMT facilities as outlined in this contract. Any cost associated with training, permitting and certification shall be incidental, and should be built into the price proposal. All required documentation shall be submitted to the Contracting Agency prior to commencement of work.

Details of the obligations are outlined in the attached Statement of Services, included as a part of this Request for Proposals (RFP).

DELIVERABLES

The contractor will be required to provide the following deliverables:

A. The Contractor shall provide maintenance and operations for the Whittier Tunnel and its supporting facilities. Services shall include providing a Fire Department, Emergency Response Team, Control Center operations crew and technical support, IT support, toll collection plan and operations

B. Operations and Maintenance requirements are listed in Appendix A Statement of Services (SOS).

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of the award, approximately September 16, 2025 through August 31, 2030. This contract contains two (2) five (5) year renewal options to be exercised solely by the State.

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any extension of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) the procurement officer will provide notice to the contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

SEC. 3.03 CONTRACT TYPE

This contract is a Firm Fixed Price contract with adjustments.

SEC. 3.04 PROPOSED PAYMENT PROCEDURES

The state will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by the project director.

SEC. 3.05 PROMPT PAYMENT FOR STATE PURCHASES

The state is eligible to receive a 5% discount for all invoices paid within 15 business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

SEC. 3.06 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Transportation & Public Facilities or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

Payment for agreements under $500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

Any single contract payment of $1 million or higher must be accepted by the contractor via Electronic Funds Transfer (EFT).

SEC. 3.07 CONTRACT PRICE ADJUSTMENTS

Consumer Price Index (CPI): Contract prices will remain firm through August 31, 2026.

The Contractor or State may request price adjustments, no sooner than 12 months from the Contract execution date, and no more than once per contract year. Contractors must submit a request to the State at least thirty (30) days prior to the end of the current term. All Requests must be in writing and must be received 30 days prior to the Contract renewal date.

a. If the Contractor or State fail to request a CPI price adjustment 30 days prior to the Contract renewal date, the adjustment will be effective 30 days after the State or Contractor receives their written request.

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

c. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year reported HALF1 (December through July 2025); and each HALF1 thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. All price adjustments must be approved by the Procurement Officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a Contract Amendment issued by the Procurement Officer.

d. Approval for all price increases is dependent upon full compliance with the terms of the Contract including reporting requirements.

SEC. 3.08 LOCATION OF WORK

The location(s) the work is to be performed, completed, and managed is at Whittier Tunnel, Portage Glacier Highway, Whittier, Alaska.

The State will provide workspace for the contractor. By signing their proposal, 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 will be performed in the United States, the offeror must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of proposals.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the state to reject the proposal as non-responsive or cancel the contract.

SEC. 3.09 THIRD-PARTY SERVICE PROVIDERS

The contractor must provide, on an annual basis, a Type 2 Statement on Standards for Attestation Engagements (SSAE) SOC 1, SOC 2, or SOC 3 report(s). Failure to provide these reports may be treated as a material breach and may be a basis for a finding of default.

SEC. 3.10 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must complete the Submittal Form identified in Section 4.02 of this RFP.

An offeror's failure to provide this information with their proposal may cause the state to consider their proposal non-responsive and reject it.

Subcontractor experience shall be considered in determining whether the offeror meets the requirements set forth in SEC. 1.04 PRIOR EXPERIENCE.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license;

  If a subcontractor on the list will be performing work within Alaska, and did not have a valid Alaska business license at the close of the RFP, the Offeror may not use the subcontractor in the performance of the contract and shall replace the subcontractor with a subcontractor who had a valid Alaska business license at the close of the RFP.

- a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information, within the time set, will cause the state to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another that has already been approved may be made only at the discretion and prior written approval of the project director.

Note that if the subcontractor will not be performing work within Alaska, they will not be required to hold an Alaska business license.

SEC. 3.11 JOINT VENTURES

Joint ventures are acceptable. If submitting a proposal as a joint venture, the offeror must submit a copy of the joint venture agreement which identifies the principals involved and their rights and responsibilities regarding performance and payment.

SEC. 3.12 RIGHT TO INSPECT PLACE OF BUSINESS

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance.

SEC. 3.13 F.O.B. POINT

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of Alaska.

SEC. 3.14 CONTRACT PERSONNEL

Any change of the project team members or subcontractors named in the proposal must be approved, in advance and in writing, by the project director and the procurement officer. Changes that are not approved by the state may be grounds for the state to terminate the contract.

SEC. 3.15 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director or procurement officer may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

SEC. 3.16 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the procurement officer has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Transportation & Public Facilities or the Commissioner's designee.

SEC. 3.17 NONDISCLOSURE AND CONFIDENTIALITY

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

Additional information that the contractor shall hold as confidential during the performance of services under this contract include:

- The contractor will use registered owner information only for the purpose of fulfilling contractual obligations such as relocation or removal of unauthorized vehicles.
- The contractor will hold confidential any police case information or CCTV files. Release of either will only be for the purpose of fulfilling contractual obligations such as providing evidence of property damage to risk management or customer.

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

SEC. 3.18 INDEMNIFICATION

The contractor shall indemnify, hold harmless, and defend the contracting agency 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 contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

SEC. 3.19 INSURANCE REQUIREMENTS

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 agreement 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, the state shall be entitled to coverage to the extent of such higher limits.

Certificates of Insurance must be furnished to the procurement officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. 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.

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.

Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of $300,000 combined single limit per claim.

Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of $300,000 combined single limit per claim.

Professional Liability Insurance: covering all errors, omissions, or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

Contract Amount	**Minimum Required Limits**
Under $100,000	$300,000 per Claim/Annual Aggregate
$100,000-$499,000	$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

SEC. 3.20 TERMINATION FOR DEFAULT

a. If the Project Director or Procurement Officer determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all the remaining work.

b. The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in **SECTION 7. ATTACHMENTS**.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 RFP SUBMITTAL FORMS

This RFP contains Submittal Forms, which must be completed by the offeror and submitted as part of their proposal. An electronic copy of the forms is posted along with this RFP.

Unless otherwise specified in this RFP, the Submittal Forms shall be the offeror's entire proposal. Do not include any marketing information in the proposal.

Any proposal that does not follow these requirements may be deemed non-responsive.

SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS

The offeror must ensure that their proposal meets all special formatting requirements identified in this section.

Documents and Text: All attachment documents must be written in the English language, be single sided, and be single spaced with a minimum font size of 10. Pictures or graphics may be used if the offeror feels it is necessary to communicate their information, however, be aware of the below requirements for page limits.

Page Limits: Some Submittal Forms listed below have maximum page limit requirements. Offerors must not exceed the maximum page limits. Note, the page limit applies to the front side of a page only (for example, '1 Page' implies that the offeror can only provide a response on one side of a piece of paper). Any pages exceeding the maximum page limit will be discarded and will not be included in the evaluations (for example, the maximum page limit is 3 pages, but the Offeror submits 5 pages for that submittal form. Only pages 1-3 will be evaluated. Pages 4 and 5 would be discarded by the Procurement Officer before sending to the proposal evaluation committee for evaluation.).

Submittal Form	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications	
Submittal Form B – Experience and Qualifications	**5**
Submittal Form C – Understanding of the Project	**5**
Submittal Form D – Methodology Used for the Project	**5**
Submittal Form E – Management Plan for the Project	**5**
Submittal Form F – Subcontractors	
Submittal Form G – Cost Proposal	

Any Submittal Form submitted as part of a proposal that is not compliant with the instructions above may be a basis for finding the proposal non-responsive and thus rejected.

SEC. 4.03 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A)

The offeror must complete and submit this Submittal Form. The form must be signed by an individual authorized to bind the offeror to the provisions of the RFP.

By signature on the form, the offeror certifies 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 RFP;

f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and

g) that the offers will remain open and valid for at least 90 days.

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

The Submittal Form also requests the following information:

a) The complete name and address of offeror's firm along with the offeror's Tax ID.

b) Information on the person the state should contact regarding the proposal.

c) Names of critical team members/personnel.

d) Addenda acknowledgement.

e) Conflict of interest statement.

f) Federal requirements.

An offeror's failure to address/respond/include these items may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)

Offerors must provide detail on the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract along with their titles and location(s) where work will be performed.

Offerors must also provide three (3) reference names and phone numbers for similar projects the offeror's firm has completed.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

Offerors must provide resumes for those personnel with names and title that will be assigned to complete the project as a separate attachment to Submittal Form B. Resumes will not count against the page limits for this submission.

SEC. 4.05 UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C)

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

SEC. 4.06 METHODOLOGY USED FOR THE PROJECT (SUBMITTAL FORM D)

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the state's project schedule.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

SEC. 4.07 MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM E)

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project schedule.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

SEC. 4.08 SUBCONTRACTORS (SUBMITTAL FORM F)

If using subcontractors, the offeror must complete and submit this Submittal Form.

SEC. 4.09 COST PROPOSAL (SUBMITTAL FORM G)

Offerors must complete and submit this Submittal Form. Proposed costs must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit. The costs identified on the cost proposal are the total amount of costs to be paid by the state. No additional charges shall be allowed.

SEC. 4.10 BID GUARANTEE – PERFORMANCE BOND – SURETY DEPOSIT

Bid Guarantee

Proposals must be accompanied by a bid guarantee in the form of a Certified or Cashier's check in the amount of **$100,000.00** made payable to the State of Alaska. Bid Bonds will not be accepted. The bid

guarantee of each successful proposer will be retained until that proposer has furnished a satisfactory Performance Bond or Individual Surety. If the successful proposer fails to deliver the required Performance Bond or Individual Surety within ten (10)-days from the date the proposer receives notice from the procurement officer, the bid guarantee will be forfeited to the State of Alaska. The bid guarantee of each unsuccessful proposer will be returned as soon as practical after the award has been made. The bid guarantee shall be submitted under the name appearing on the proposer's current Alaska business license.

Failure to submit a bid guarantee in the proper form and amount, by the due date and time set for proposal submission, will cause the State to determine the bid non-responsive and reject the bid.

Performance Bond

Any posted performance bond will ensure performance over the entire term of the contract. In the event it becomes necessary for the State to cancel the contract issued as a result of this RFP due to non-compliance during the term of the contract, regardless of the circumstances or time remaining on the contract, the bonding company shall well and truly perform and complete all obligations and work under said contract in accordance with the terms of the performance bond. The performance bond is to be in the amount of 50% of the contract value. Performance Bonds shall be submitted under the name appearing on the proposer's current Alaska business license.

Individual Surety Deposit

In lieu of a performance and payment bond, a successful proposer may post an individual surety to ensure performance over the entire term of the contract. In the event it becomes necessary for the State to cancel the contract issued as a result of this RFP due to non-compliance during the term of the contract, regardless of the circumstances or time remaining on the contract, the individual surety will be declared as liquidated damages and become due and payable to the State. By signature on the proposal, the proposer acknowledges this condition and voluntarily relinquishes any and all claims to the entire individual surety. The individual surety shall be submitted under the name appearing on the proposer's current Alaska business license. The individual surety may be in any of the following forms:

- CERTIFIED OR CASHIER'S CHECK: A certified or cashier's check, made payable to the State of Alaska in the amount of 50% of the total contract value.

  OR

- SPECIAL NOTICE ACCOUNT OR CERTIFICATE OF DEPOSIT: A special notice account book or certificate of deposit, made payable to the State of Alaska in the amount of 50% of the total contract value.

Failure to supply this document within the time required will cause the State to declare the proposer non-responsible and to reject the bid.

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

SEC. 5.01 SUMMARY OF EVALUATION PROCESS

The state will use the following steps to evaluate and prioritize proposals:

1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
2) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate the Technical portion of all responsive proposals.
3) The Submittal Forms, from each responsive proposal, will be sent to the PEC. No cost information will be shared or provided to the PEC.
4) The PEC will independently evaluate and score the documents based on the degree to which they meet the stated evaluation criteria.
5) After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores.
6) The evaluators will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 5.03.
7) The procurement officer will calculate scores for cost proposals as set out in Section 5.08 and add those scores to the awarded points.
8) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
9) The state will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

SEC. 5.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to state, considering both cost and non-cost factors as described below. Note: 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.

Overall Criteria		**Weight**
Responsiveness		Pass/Fail
Qualifications Criteria		**Weight**
Experience and Qualifications	(Submittal Form B)	200
Understanding of the Project	(Submittal Form C)	200
Methodology Used for the Project	(Submittal Form D)	100
Management Plan for the Project	(Submittal Form E)	100
	Total	600

Cost Criteria		**Weight**
Cost Proposal	(Submittal Form G)	400

TOTAL EVALUATION POINTS AVAILABLE: 1000

SEC. 5.03 SCORING METHOD AND CALCULATION

Each Proposal Evaluation Committee (PEC) member will individually evaluate and score each responsive proposal using the criteria set out in Sections 5.04 through 5.07 and assign a single score of 1 through 10, with 10 representing the highest score and 1 representing the lowest score. Using only whole numbers, PEC members should start with a score of 5 on each section. The score may either increase or decrease depending on the offeror's response to each question for that section. As an example, if the Offeror provided responses over and above the evaluation questions in a section, they would receive a higher score. However, if the Offeror's response fails to address all questions of a section or demonstrates some lack of understanding or competency as it relates to a question for that section, the Offeror would then receive a lower score.

After the PEC has scored, the scores for each section will be totaled and the following formula will be used to calculate the total amount of points awarded for each section:

$$\frac{\textbf{Offeror Total Score}}{\textbf{Highest Total Score Possible}} \times \textbf{Max Points} = \textbf{Points Awarded}$$

Example (Max Points for the Section = 100):

	PEC Member 1 Score	PEC Member 2 Score	PEC Member 3 Score	PEC Member 4 Score	Combined Total Score	Points Awarded
Offeror 1	10	5	5	10	30	75
Offeror 2	5	5	5	5	20	50
Offeror 3	10	10	10	10	40	100

Offeror 1 was awarded 75 points:

$$\frac{\text{Offeror Total Score (30)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (75)}$$

Offeror 2 was awarded 50 points:

$$\frac{\text{Offeror Total Score (20)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (50)}$$

Offeror 3 was awarded 100 points:

$$\frac{\text{Offeror Total Score (40)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (100)}$$

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS

This portion of the offeror's proposal will be evaluated against the following questions:

1) Questions regarding the personnel:

a) Do the individuals assigned to the project have experience on similar projects?

b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?

c) How extensive is the applicable education and experience of the personnel designated to work on the project?

2) Questions regarding the firm and subcontractor (if used):

a) How well has the firm demonstrated experience in completing similar projects on time and within budget?

b) How successful is the general history of the firm regarding timely and successful completion of projects?

c) Has the firm provided letters of reference from previous clients?

d) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

SEC. 5.05 UNDERSTANDING OF THE PROJECT

This portion of the offeror's proposal will be evaluated against the following questions:

1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

2) How well has the offeror identified pertinent issues and potential problems related to the project?

3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?

4) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

SEC. 5.06 METHODOLOGY USED FOR THE PROJECT

This portion of the offeror's proposal will be evaluated against the following questions:

1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?

2) How well does the methodology match and achieve the objectives set out in the RFP?

3) Does the methodology interface with the time schedule in the RFP?

SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT

This portion of the offeror's proposal will be evaluated against the following questions:

1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
2) How well is accountability completely and clearly defined?
3) Is the organization of the project team clear?
4) How well does the management plan illustrate the lines of authority and communication?
5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
6) Does it appear that the offeror can meet the schedule set out in the RFP?
7) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
8) To what degree is the proposal practical and feasible?
9) To what extent has the offeror identified potential problems?

SEC. 5.08 CONTRACT COST (COST PROPOSAL)

Overall, a minimum of 40% of the total evaluation points will be assigned to cost, the offeror with the lowest total cost will receive the maximum number of points allocated to cost per 2 AAC 12.260(c). The point allocations for cost on the other proposals will be determined using the following formula:

[(Price of Lowest Cost Proposal) x (Maximum Points for Cost)] ÷ (Cost of Each Higher Priced Proposal)

Example (Max Points for Contract Cost = 400):

Step 1
List all proposal prices.

Offeror #1	$40,000
Offeror #2	$42,750
Offeror #3	$47,500

Step 2

In this example, the RFP allotted 40% of the available 1,000 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 400 points.

The reason they receive that amount is because the lowest cost proposal, in this case $40,000, receives the maximum number of points allocated to cost, 400 points.

Offeror #2 receives 374.3 points.

*$40,000 lowest cost x 400 maximum points for cost = 16,000,000 ÷ $42,750 cost of Offeror #2's proposal = **374.3***

Offeror #3 receives 336.8 points.

$40,000 lowest cost x 400 maximum points for cost = 16,000,000 ÷ $47,500 cost of Offeror #3's proposal = **336.8**

SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the project director or procurement officer. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806** for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- a sworn and notarized statement that the offeror has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time proposals are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

Prior the deadline for receipt of proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

SEC. 6.03 SITE INSPECTION

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state

reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

SEC. 6.04 CLARIFICATION OF OFFERS

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

SEC. 6.05 DISCUSSIONS WITH OFFERORS

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the offeror.

SEC. 6.06 EVALUATION OF PROPOSALS

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

SEC. 6.07 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If

contract negotiations are commenced, they may be held in a conference room on the top floor of Central Region Headquarters Building located at 4111 Aviation Ave Anchorage, Alaska.

If the contract negotiations take place in Anchorage, Alaska, the offeror will be responsible for their travel and per diem expenses.

SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the state, after a good faith effort, simply cannot come to terms,

the state may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation, the procurement officer will issue a written Notice of Intent to Award and send copies of that notice to all offerors who submitted proposals. The notice will set out the names of all offerors and identify the offeror selected for award.

SEC. 6.10 PROTEST

AS 36.30.560 provides that an interested party may protest the content of the RFP.

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."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a proposal in order to have sufficient standing to protest the proposed award of a contract. Protests 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.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All offerors will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

SEC. 6.11 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign the state's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A). This form is attached with the RFP for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted. The state reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement.

SEC. 6.12 QUALIFIED OFFERORS

Per 2 AAC 12.875, unless provided for otherwise in the RFP, to qualify as an offeror for award of a contract issued under AS 36.30, the offeror must:

1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the RFP.

If the offeror leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the offeror as a qualified offeror under AS 36.30.

SEC. 6.13 PROPOSAL AS PART OF THE CONTRACT

Part of or all of this RFP and the successful proposal may be incorporated into the contract.

SEC. 6.14 ADDITIONAL TERMS AND CONDITIONS

The state reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

SEC. 6.15 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: https://www.state.gov/trafficking-in-persons-report/

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

SEC. 6.16 RIGHT OF REJECTION

Offerors must comply with all of the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the state. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counteroffer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The State reserves the right to refrain from making an award if it determines that it is not in the best interest of the State.

A proposal from a debarred or suspended offeror shall be rejected.

SEC. 6.17 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

The state will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

SEC. 6.18 DISCLOSURE OF PROPOSAL CONTENTS

All proposals and other material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). *See, e.g.*, article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.,* 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its proposal as CBI, the offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information. If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

SEC. 6.19 ASSIGNMENT

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer.

SEC. 6.20 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

The parties to a contract resulting from this RFP are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party.

For the purposes of this RFP, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

SEC. 6.21 DISPUTES

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement that it cannot resolve with the State 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.

SEC. 6.22 SEVERABILITY

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

SEC. 6.23 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 6.16 Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

If conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

If the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

SEC. 6.24 SOLICITATION ADVERTISING

Public notice has been provided in accordance with 2 AAC 12.220.

SEC. 6.25 FEDERALLY IMPOSED TARIFFS

Changes in price (increase or decrease) resulting directly from a new or updated federal tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contact price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
  a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract.
  b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment taxes, that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds $250.

SECTION 7. ATTACHMENTS

SEC. 7.01 ATTACHMENTS

Attachments:

1) Proposal Evaluation Form
2) Statement of Services

Note: Attachments 3-9, Submittal Forms A-G are also provided electronically with the RFP posting.

3) **Submittal Form A. Offeror Information and Certifications** (Completed and submitted with bid)
4) **Submittal Form B. Experience and Qualifications** (Completed and submitted with bid)
5) **Submittal Form C. Understanding of the Project** (Completed and submitted with bid)
6) **Submittal Form D. Methodology Used for the Project** (Completed and submitted with bid)
7) **Submittal Form E. Management Plan for the Project** (Completed and submitted with bid)
8) **Submittal Form F. Subcontractors** (Completed and submitted with bid, if applicable)
9) **Submittal Form G. Cost Proposal** (Completed and submitted with bid)
10) Standard Agreement Form with Appendix A
11) Appendix B2 Indemnity and Insurance
12) Notice of Intent to Award
13) Non-Domestic Minimal Use & De Minimis Register – (Completed and submitted with bid)
14) Example Notice to Proceed (NTP)
15) Federal Highway Administration (FHWA) Federal Aid Provisions
16) Anton Anderson Memorial Tunnel AAMT Cooperative Operating Agreement with The Alaska Railroad
17) Whittier Map

ATTACHMENT #1 PROPOSAL EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

Offeror Name: _____
Evaluator Name: _____
Date of Review: _____
RFP Number: 2526H08

EVALUATION CRITERIA AND SCORING

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 1000

5.04 Experience and Qualifications—200 Points

Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

a) Do the individuals assigned to the project have experience on similar projects?

NOTES:_____

b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?

NOTES:_____

c) How extensive is the applicable education and experience of the personnel designated to work on the project?

NOTES:_____

2) Questions regarding the firm and subcontractors (if included)

a) How well has the firm demonstrated experience in completing similar projects on time and within budget?

NOTES:_____

b) How successful is the general history of the firm regarding timely and successful completion of projects?

NOTES:_____

_____

_____

_____

c) Has the firm provided at least three (3) letters of reference from previous clients?

NOTES:_____

_____

_____

d) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

NOTES:_____

_____

_____

EVALUATOR'S POINT TOTAL FOR EVALUATED SECTION 5.04: _____

5.05 Understanding of the Project— 200 Points

Proposals will be evaluated against the questions set out below.

1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

NOTES:_____

_____

_____

2) How well has the offeror identified pertinent issues and potential problems related to the project?

NOTES:_____

_____

_____

3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?

NOTES:_____

_____

_____

4) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

NOTES:_____

_____

_____

EVALUATOR'S POINT TOTAL FOR EVALUATED SECTION 5.05: _____

5.06 Methodology Uses for the Project— 100 Points

Proposals will be evaluated against the questions set out below:

1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?

NOTES:_____

_____

_____

2) How well does the methodology match and achieve the objectives set out in the RFP?

NOTES:_____

_____

_____

3) Does the methodology interface with the time schedule in the RFP?

NOTES:_____

_____

_____

EVALUATOR'S POINT TOTAL FOR EVALUATED SECTION 5.06: _____

5.07 Management Plan for the Project— 100 Points

Proposals will be evaluated against the questions set out below:

1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

NOTES:

2) How well is accountability completely and clearly defined?

NOTES:

3) Is the organization of the project team clear?

NOTES:

4) How well does the management plan illustrate the lines of authority and communication?

NOTES:

5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

NOTES:

6) Does it appear that the offeror can meet the schedule set out in the RFP?

NOTES:

7) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?

NOTES:

8) To what degree is the proposal practical and feasible?

NOTES:_____

_____

_____

9) To what extent has the offeror identified potential problems?

NOTES:_____

_____

_____

EVALUATOR'S POINT TOTAL FOR EVALUATED SECTION 5.07: _____

5.08 Contract Cost — 400 Points

Overall, a minimum of 40 percent of the total evaluation points will be assigned to cost.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in SECTION 5.08.

ATTACHMENT #2 STATEMENT OF SERVICES

STATEMENT OF SERVICES (SOS)

ANTON ANDERSON MEMORIAL (WHITTIER) TUNNEL (AAMT)

MAINTENANCE AND OPERATIONS SERVICES

STATE OF ALASKA

DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES

MAINTENANCE AND OPERATION

CENTRAL REGION

ANCHORAGE, ALASKA

Table
Of
Content

MISSION STATEMENT

It is the mission of the Anton Anderson Memorial Tunnel (AAMT hereafter) to provide safe and efficient transportation services to its users, and reliable link between Prince William Sound and South-Central Alaska.

1.0 INTRODUCTION

The AAMT is located on the Portage Glacier Highway, which connects the City of Whittier and Prince William Sound to the Seward Highway and the rest of South-Central Alaska see Attachment 17 Whittier Map. The tunnel operation services the Port and City of Whittier, the Alaska Marine Highway System, the freight and tour industries and provides access for recreation on Prince William Sound. Service began on June 7, 2000, and the facility will be 25 years old on June 7, 2025.

The AAMT is a landmark effort that boasts several "firsts":

- The longest highway tunnel in North America (13,300 feet or 2.5 miles).
- The longest combined rail-highway use tunnel in North America.
- The first tunnel in the United States that has a ventilation system that combines jets and portal fans.
- The first tunnel with a unique computerized traffic control system that regulates both rail and highway traffic.
- The first tunnel designed to operate in temperatures down to minus 40 degrees F. and in winds up to 150 mph.
- Portal Buildings engineered to withstand avalanches.

It is the purpose of this contract to provide for the maintenance and operation of this unique facility, providing efficient and effective service to the people of Alaska, while preserving the State of Alaska's investment for the future.

1.0.1 Contract History

This document represents the Seventh issuance of a contract for this facility. The first contract was the initial design, build, operate and maintain contract. This contract was held in prime by Kiewit, with VMS as their sub for the two-year maintenance and operation phase. The second contract dated May 30, 2002, was held by VMS in prime. This contract covered seven years in duration, with several amendments added to perform upgrades and/or enhance service. The Contracting Agency entered into a partnership agreement with VMS during that contract period. The third issuance was to VMS rebranded as Transfield Services North America; this contract lasted one year. The fourth issuance was to Transfield Services North America and lasted five years. The fifth issuance was to Transfield which rebranded, while the contract was in effect, to Broadspecturm, which rebranded to Ferrovial Services after its purchase. The sixth issuance was with Ferrovial Services, which reorganized and rebranded to a subsidiary Webber.

2.0 FACILITY OVERVIEW

The facility that services the AAMT is made up of several components:

Portage Lake Tunnel, Tunnel Control Center and outbuildings, the Bear Valley Staging Area, Bear Valley Portal Building, the AAMT, Whittier Portal Building, and the Whittier Staging Area. A descriptive narrative of each component is provided below:

2.0.1 Portage Lake Tunnel

This small two-lane tunnel is situated adjacent to Portage Lake and provides access to Bear Valley. This tunnel is equipped with a liner, a glycol ice control system, automatic lighting and emergency phones that ring a security service. This tunnel is outside the Tunnel Control Center area.

2.0.2 Tunnel Control Center

This group of buildings in Bear Valley controls access to the Bear Valley Staging Area. The buildings comprise of the Tunnel Control Building, toll booths 1 and 2, and restrooms, as defined below:

2.0.3 Tunnel Control Building

This building houses the nerve center of the facility. All camera and computer control functions are centralized at the operator's panel. In addition to control, the operator's panel monitors the field devices for state changes. This building also houses one of three toll lanes available at the tunnel, as well as the central processing for all toll transactions. One of the facility’s UTV fire attack vehicles is housed in this building.

2.0.4 Toll Booths 2 & 3

These booths provide for the human interface to the toll system. Each booth has all necessary equipment for toll transactions and communicating with operator. This equipment includes a touch screen, one credit card readers, and telephone. The toll booths are the first point of contact with the public and provide the safety information necessary for tunnel travel.

2.0.5 Bear Valley Restrooms

Public restrooms are provided by a single structure. The west side of the building houses the men's restroom and the women's is on the east. Access to the wet wall, heating and septic controls are though the women's restrooms.

2.0.6 Warm Storage Building

This building provides cover for one of two Cat 966 loaders, DOT snow removal equipment, as well as smaller equipment that are used to keep the tunnel operating. One of the facilities ATV’s is housed in this facility.

2.0.7 Bear Valley Staging Area

The asphalt pad of the staging area is divided into six (6) lanes; these lanes are used to segregate traffic for safety and efficiency. All vehicles are classified at the toll booths. The vehicle type and load are used to determine the appropriate lane. Traffic is held in the staging area, via gates and lights. This control allows for bidirectional operations; once rail or other highway traffic has cleared the tunnel the operator with raise the gates and direct traffic with the lanes light. Released traffic is spaced via the meter light. The timing for that light is designated by the tunnel operator and is appropriate for the class of traffic being released to travel through the tunnel. See Tunnel Operations & Emergency Response Manual – Appendix B, for Vehicle Classifications.

2.0.8 Bear Valley Portal Building

The AAMT 's emergency response equipment, and emergency power are contained in the portal building, each side of the building contains a 300-horsepower portal fan. These fans are primarily used to evacuate the tunnel of smoke, both after a train and in the event of a fire.

Ventilation for the first four safe houses is in the north side of this building, as is the backup generator, the ice melt boiler and the domestic boiler. The building contains one of the tunnel emergency response vehicles.

Currently emergency power consists of a single 175 KW generator. It is expected that backup power consisting of 1 MW, or 2 500 W generators will be located here at some future date. Contractors shall consider future maintenance demands for equipment of this type in the price proposal.

2.0.9 Anton Anderson Memorial Tunnel (AAMT)

The AAMT is a 13,300 feet single bore through solid rock. Originally constructed in the 1940's to service the railroad and port operations in Whittier. The tunnel was upgraded to service both rail and highway traffic in 1998 and 1999. Features of those upgrades are as follows:

2.0.9.1 Ice Melt Arches

These structures provide insulation for the glycol heating system designed to control icing in the tunnel. Each arch is equipped with access panels for servicing the interior of the structure.

2.0.9.2 Hot Water Drip & Drainage

The tunnel is equipped with a hot water drip system. This system located on the Bear Valley end of the tunnel is designed to keep the drainage free of ice by introducing 140-degree F. water. The drainage flows from Bear Valley to Whittier with sumps situated at each safe house to move the water to the next station.

2.0.9.3 Geotechnical Rock Mesh

Geotechnical Rock Mesh has been installed to control for rock release. The net made of mesh steel links and rock bolted to the tunnel is designed to hold up 3000 pounds per square foot (psf) of rock. Occasionally this net requires cleaning to remove any loose rock that has been contained.

2.0.9.4 Safe Houses

Safe Houses have been built into the north side of the tunnel at 1600 feet spacing. Each Safe House is designed to accommodate 55 people seated or 80 people standing. They are equipped with first aid, blankets, drinking water, chemical toilets, emergency flashlights and phones for communicating with the tunnel operator. The Safe Houses are fire rated for 6 hours (2 fire doors rated at 3 hour each) and designed to provide refuge and fresh air in the event of a fire.

2.0.9.5 Jet Fans

Positioned at safe houses 1 and 8 (3 fans each), jet fans provide for the flow of air in the direction of traffic. Just fans are controlled by Variable Frequency Drives (VFD) via the Tunnel Control System. Each fan is rated at 75 HP and can be reversed in direction to correspond with traffic. The air must be flowing in the direction of travel.

2.0.10 Whittier Portal Building

The portal building in Whittier is similar in design to the Bear Valley building. The south side contains an emergency response vehicle, with the north side housing most of the electrical panels and boiler equipment. In the Whittier Portal Building the backup power is on the South side, and the South houses the Remote-Control Center (RCC). The North side houses the facilities second UTV and ATV. The second Cat 966M is stored \at the Restrooms in winter.

2.0.11 Drainage Outfall

On the south side of the Whittier Staging Area is the tunnel drainage. The out fall for this drainage must be kept clean to ensure that water does not back up into the tunnel. This is fed by a cross storm drain with separators on each side of the railroad tracks.

2.0.12 Whittier Staging Area

The Whittier Staging Area is similar in layout to the one in Bear Valley. There are 8 lanes in Whittier instead of 6. Traffic control via the same light and gate system found in Bear Valley but is augmented with live traffic control to ensure compliance with the lane designation and the order of release. The lighting in this staging area is designed to separate the inbound and outbound lane, further aiding in the control of traffic.

2.0.13 Whittier Restrooms

Whittier is equipped with pit toilets for convenience of tunnel users. These facilities are unisex and require frequent maintenance and cleaning.

3.0 MAINTENANCE AND OPERATION SERVICES

The following conditions shall apply to these specifications and subsequent service agreement for the duration of the contract period. Maintenance shall be defined as follows:

SAP defines Preventive maintenance (PM) as a proactive approach to ensuring that equipment and facilities run smoothly, avoiding the high costs and disruptions of unplanned breakdowns. It involves a variety of approaches for monitoring and scheduling inspections, servicing, and repairs.

https://www.sap.com/resources/what-is-preventive-maintenance

Preventative Maintenance Definition:

Preventative maintenance at the Anton Anderson Memorial Tunnel shall include all proactive activities that keeps the facility running smoothly and prevents any loss of service of the tunnel to the traveling public. This shall include all inspections, adjustments, lubrications, replacement of parts, treatment of surfaces, and repairs.

Under the National Tunnel Inspection Program as found in the Specifications for the National Tunnel Inventory, Fire Protection Systems require maintenance, (element number 10700) section 3: Elements, page 3-101. Unlike most tunnels, the Anton Anderson Memorial Tunnel is unique in that a significant part of the Fire Protection System is the fire department. This system like all associate systems requires proactive maintenance. The definition of preventative maintenance, as discussed above, shall apply to all activities related to the fire department since fire mitigation prevents the loss of service resulting from a fire event inside the tunnel. Fire preparedness requires preventative maintenance in the form of training to prevent the loss of specialized skills necessary for tunnel operations. Since these specialized skills are specific to the tunnel and cannot be substituted by outside resource, they are part of the Frie Protection System.

Operations: Any activity that is necessary for the proper function of the tunnel, including preventative measures such as firefighting duties.

3.0.1 General Contract Requirements

The Contractor shall be responsible for providing all labor, equipment, tools, supervision, materials, supplies, and any other incidental items necessary for the maintenance, repair, operation and documentation thereof of the AAMT and all facilities and systems. Those systems identified are done so for example purposes and does not imply any limitation of Contractor responsibility. Unspecified features are covered by this contract.

Prior to commencement date, the Contractor shall have completed all training and obtained all permits, certificates and documents required to maintain and operate the AAMT facilities as outlined in this contract. Any cost associated with training, permitting and certification shall be incidental, and should be built into the price proposal. All required documentation shall be submitted to the Contracting Agency prior to commencement of work.

3.0.2 Facility Limits

For this contract, the limits of the facility shall begin at the entrance to the Portage Lake Tunnel, including the entirety of the Portage Lake Tunnel, extending across Placer Creek to Bear Valley, through the AAMT to the end of the Whittier Staging Area, and all facilities therein including but not limited to the descriptions in Section 2.

3.0.3 Contracting Agency's Representative

During this agreement and in accords with the terms of this contract, the Contractor shall coordinate with and take direction from the Contracting Agency's Tunnel Manager.

3.0.4 Reservation Clause

The Contracting Agency reserves the right to develop and implement an observation/mentoring program with the Contractor for the purpose of allowing the Contracting Agency's personnel to acquire knowledge of the process of the operations and maintenance of the tunnel system. And may implement operations with Contracting Agency personnel with 60 days notification in writing, thereby terminating this contract.

3.0.5 "Little" Davis-Bacon

"Little" Davis-Bacon Wages (title 36.05) are not required for the maintenance and operations work under this contract.

3.0.6 On-Call Services

The Contractor shall provide on-call maintenance support services for a six (6) month period immediately following the completion and non-renewal of this contract. This service shall include response personnel capable of addressing any maintenance or technical problem that could be experienced.

3.0.6.1 Contract Agency's use of On-Call Services

Should the Contracting Agency or the Contracting Agency's Tunnel Manager find it necessary to utilize the services of the out-going Contractor, cost for said services shall be deducted from monies due the current Contractor in addition to any applicable fines.

3.0.6.2 Current Contractor use of On-Call Services

If the current Contractor utilizes this service, all costs shall be paid by the current Contractor at a rate negotiated between the outgoing and current Contractors. This cost shall not affect the contract price established through the bid process with the Contracting Agency.

3.0.7 Consumer Price Index Price Adjustment

See RFP Section 3.07 Contract Price Adjustments.

3.0.8 Required Positions

For proper operation of the tunnel key positions are required by this contract. These positions include:

Required Position Table	
Position	**Description**
Contract Manager	The person with whom contract issues can be addressed.
Project Manager	The person charged with overall maintenance and operations of the tunnel. Maybe combined with the project manager.
Fire Chief	Is charged with fire record keeping and maintaining compliance with fire rules and regulations.
Superintendents (2 positions)	The persons charged with supervising the shifts at the tunnel.
Lead Tunnel Operator	Manages the tunnel operators to ensure proper training and consistency in the operations of the tunnel, including traffic management, communications on site, and inaction with ARRC dispatch.
Safety Coordinator	Makes certain that safety is adhered to onsite. May be combined with other positions.
Training Coordinator	Makes certain that all training requirements are met. May be combined with other positions.
Toll Collections Supervisor	Also know as Lead Auditor, is responsible for accounting for tolls, and rectifying and balancing of reported of tolls.
Office Manager	The person responsible for all office and business activities.

All other positions are at the discretion of the of the contractor in meeting the requirements for number of fire fighters, toll collectors, and traffic control positions as spelled out in this contract.

3.0.9 Training

The Contractor shall train the subsequent contractor's personnel in the maintenance and operations of the AAMT and its systems, in coordination with the subsequent contractor's schedule, within six (6) months prior to the end of the outgoing contract period. Training shall be both in the classroom and on-site and shall be performed by qualified and experienced personnel. Training is site specific and must be conducted at the AAMT and must be continuous until the required hours have been met (training table 1). The cost of subsequent Contractor training and coordination will be considered incidental, and no separate payment will be made.

Training Table 1				
Position	**Site Training (hours)**	**Fire Fighter I**	**Flagger Qualified**	**Other Training**
Contract Manager	20	As needed to meet minimum levels	Required if directing traffic	
Project Manager	80	As needed to meet minimum levels	Required if directing traffic	
Fire Chief	120	Required	Required	Meets Qualification for Fire Chief
Superintendents (2 Positions)	100	As needed to meet minimum levels	Required if directing traffic	
Lead Tunnel Control Operator	120	As needed to meet minimum levels	Required	Including Tunnel Operation, FEMA, and NICS
Work Leads	Until Competent	As needed to meet minimum levels	Required if directing traffic	
Tunnel Control Operator	120	As needed to meet minimum levels	Required	Including Tunnel Operation, FEMA, and NICS
Safety Coordinator	120	Required	Required	
Training Coordinator	80	Required	Required	
Toll Collections Supervisor	120	As needed to meet minimum levels	Required	
Office Manager	40	As needed to meet minimum levels	Decided by contractor	
Traffic Control	Until Competent	As needed to meet minimum levels	Required	
Toll Staff	Until Competent	As needed to meet minimum levels	Required if directing traffic	
Maintenance Staff	Until Competent	As needed to meet minimum levels	Required if directing traffic	

Flagger training is available at http://www.atssa.com/TrainingCertification/StateTrainingRequirements.aspx.

The training required for each position shall be deemed satisfied if the subsequent contractor secures the employment of the current Contractor's personnel for each position.

3.0.10 Minimum Staffing Requirements

Positions may be filled by crossed trained people to fulfill the fire coverage requirements.

Minimum Staff Table				
Staff	**Number**	**Specification**	**Time**	**Comment**
Tunnel Operator/Incident Commander	1	Any time tunnel is open	During all maintenance and operations activities	The Tunnel Operator may not leave the TCC or the command panel while traffic occupies the tunnel unless relieved by another equally qualified person.
Relief Tunnel Operator	1	All Active Traffic Hours	During all operational hours	During traffic operation periods a backup tunnel operator shall be available to relieve the tunnel operator for rest breaks and lunch or in the event the tunnel operator is unable to fulfill their duties. Tunnel operators, for safety reason, must be allowed a minimum fifteen (15) minute break for every two (3) hours of time in front of the panel, where break is defined as time away from the panel.
Toll Collection Supervisor/Auditor	1	Overlapping the Morning and Afternoon Shift for every day of operation	Every day	At a minimum, there shall be one Auditor/Toll Collector Supervisor overlapping the morning and afternoon shifts for each day of operation.
Toll Collector	1	Minimum of one, with backup available to open second booth	October 1 through April 30	The toll collections facilities shall be manned by a minimum of one toll collector during all operational hours, for the entire year, with an additional toll qualified person available should traffic warrant.
Toll Collector	2	Minimum of two, with backup available to open third booth	May 1 through September 30	During the summer schedule there shall be a minimum of two toll collectors on duty during all operations hours, from May 1 until the last cruise ship approximately September 15. Additional toll collectors shall be available to man the third booth during peak periods or as warranted by traffic demands.
Traffic Control Whittier	1	Minimum of one during the entire schedule, with a second to assist	May 1 through September 30	During the summer schedule there shall be a minimum of one traffic controller on duty in Whittier during all operations hours, from May 1 until the last cruise ship approximately September 30.
Traffic Control Bear Valley	1	As require to assist the tunnel operator	During all operational hours	
Fire Fighters Whittier	3	Standby	During all operational hours	All standby personnel must be able to respond within fifteen (15) minutes.
Fire Fighters Bear Valley	3	Active	During all operational hours	Active personnel shall be able to respond within ten (10) minutes of receiving a call. Standby on the Bear Valley side may be approved as needed by the Contract Agency's Tunnel Manager.

3.0.11 Records/Submittals

The Contractor shall maintain and provide to the Contracting Agency accounting records of all tunnel maintenance and operations, including but not limited to the following:

Submittal Table		
Information	**Frequency**	**Retention**
Monthly time sheets for all personnel, identified by job classification, indicating hours worked and tasks performed	Quarterly	5 years
Invoices for all materials and services used in the maintenance and operations of the tunnel and associated facilities Including maintenance and operation supplies, fuel and oil, etc.	Quarterly	5 years
Service logs for all equipment including identification (NTI specifications may be used), hours used, and task performed with an indication of service performed (for both preventative and corrective service) and the time-period the specific equipment is not available for use at the tunnel facilities.	Quarterly	5 years
Performance logs for all operation equipment		5 years
Record of Operational Testing including generator load testing, arc flash and electric testing, fan testing, communications testing (including all forms of communications present) pumps, and any operational/safety equipment otherwise not specified in this listing.	Annually	5 years
All equipment shall include component identification (NTI specifications maybe used) hour and a condition evaluation.		5 years
Equipment and personal readiness with a summary of incidents and additional work.	Monthly	5 years
All weekly maintenance records and daily tolls records to be shared with internal review for audit purposes.	Weekly	5 years
Traffic and revenue/toll collections.	Monthly	5 years
All manuals and plans.	Reviewed Annually, Updated as Required by Change	In Perpetuity

The Contractor shall allow the Contracting Agency access to all books and records regarding the operation and maintenance of the AAMT, including but not limited to operational activities, incident reports and revenue reconciliation for toll collection.

All traffic data, toll collection records and video are property of the Contracting Agency and shall be available for inspection or copies provided upon request. These records may not be supplied to any party without the permission of the Contracting Agency's Tunnel Manager or Contracting Agency, except as evidence required by law enforcement in the discharge of their duties.

3.0.13 Capital Improvement Plan (CIP)

The Contacting Agency has commissioned a Capital Improvement Program (CIP) for tracking projects that are designed to ensure functioning of the tunnel well beyond the initial 20-year design. The Contractor is expected to update this CIP annually and submit these updates to the Contracting Agency for the purpose of planning and budgeting.

The Contractor may be called upon to implement this plan or projects under this plan as a part of this contract. The work may be accomplished by the contractor, or subcontractor at the discretion of the contractor with the approval of the Contracting Agency's Tunnel Manager.

3.0.14 Buy America Provision

The Contractor shall comply with the requirements of 23 CFR 635.410, Buy America Requirements, and shall submit a complete Materials Origin Certificate Form 25D-60, prior to Award of Contract. All steel and iron products which are incorporate into the work shall be manufactured in the United States except that minor amounts of steel and iron products of foreign manufacture may be used, provided the aggregate cost of such does not exceed one tenth of one percent (0.001) of the total contractual amount, or $2500.00, whichever is greater, For the purpose of this paragraph the cost is the value of the products as they are delivered to the project including freight.

"Manufacture in the United States" means that all manufacturing processes starting with the initial mixing and melting through the final shaping, welding and coating processes must be undertaken in the United States. The definition of "manufacturing process" is smelting or any subsequent process that alters the material's physical form, shape or chemical composition. These processes include rolling, extruding, machining, bending, grinding, drilling, etc. The application of coatings, such as epoxy coating, galvanizing, painting or any other coating that protects or enhances the value of the steel or iron materials shall also be considered a manufacturing process subject to the "Buy America Requirements,"

Buy America does not apply to raw materials (iron ore), pig iron and processed palletized and reduce iron ore. It also does not apply to temporary steel items (e.g., temporary sheet piling, temporary bridges, steel scaffolding, and false work). Further, it does not apply to materials which remain in place at the Contractor's convenience (e.g., sheet pilings and forms).

The North American Free Trade Agreement (NAFTA) does not apply to the Buy America Requirement. There is a specific exemption within NAFTA (Article 1001) for grant programs such as the Federal-aid highway program.

When steel and iron products are installed on or in them (e.g., electronic components in a steel cabinet), the steel and iron are considered to meet the requirements of the subsection. The Contractor shall take whatever steps are necessary to ensure that all manufacturing processes for each covered product comply with this provision; non-conforming products shall be replaced at no expense to the State.

Failure to comply may result in criminal penalties prescribed under title 18 US Code Section 1001 and 1020. (0831/99)s 13.

3.0.15 Formal Process for Assessing Fine

The Department's Tunnel Manager has the authority to assess fines for nonperformance or substandard performance for items that affect safety and/or the comfort of the tunnel users. Fines are deemed a last resort in problem resolution and will be used when other reasonable means have been exhausted. The applications of fines shall be in accordance with the process outlined in this document.

1. First occurrence - In a written warning, the Tunnel Manager will notify the Contractor of the deficiency. This notification will define the required remedy and expected date for correction.
2. Second occurrence - The Tunnel Manager will notify the Contractor of the deficiency in writing. This notification will define the required remedy and expected date for correction. Fine will be assessed at the rate specified for the contract item found to be out of compliance. Fine shall be paid by the contract no later than 30 days after the time of assessment.
3. Subsequent occurrences - The Tunnel Manager will notify in writing, the Contractor, and the Department's Maintenance and Operations Chief. This notification will define the required remedy and expected date for correction. Fine will be assessed at the rate specified for the contract item found to be out of compliance. Fine shall be paid by the contract no later than 30 days after the time of assessment.

Written warnings may not be appealed. The Contractor may appeal the fine for the first occurrence to the Department's Tunnel Manager for reconsideration if there are mitigating circumstances. No other appeals will be accepted once a decision has been made. The Contractor may appeal to the Department's Maintenance and Operations Chief after the third occurrence. The Maintenance and Operations Chief decision will be final.

Fine Schedule				
Defect	**Fine**	**Frequency**	**Expectation**	**Reason**
Staffing Below Minimum	$200.00	Per Occurrence	Contractor will meet the minimum requirement specified in staffing table.	Affects safe and efficient operations of the tunnel
Failure to Report/Correct Defect	$2,000.00	Daily	The Contractor shall report the defect to the Contracting Agency within 2 to 4 hours of discovery and perform repairs within 24 hours of discovery.	Affects the integrity or safety of any tunnel component.
Flangeways, Road Surface, Clearance Envelope	$200.00	Hourly	If rock or ice present a clearance concern, the Contractor shall have ten (10) hours to perform the repairs.	The clearance envelope is the area that permits safe passage of traffic both rail and highway.
Gates, Lights, Traffic Signals, Signs and Delineators	$50.00	Hourly	Devices that control access or affect safe operations of the tunnel.	Any damaged traffic control device wherein the damage renders it inoperable or in any way affects safe operations. Approved mitigation measures are accepted.
Restrooms	$150.00	Per Occurrence	Affects comfort of customers and image of the facility.	All restrooms shall be cleaned twice daily at a minimum, with additional cleaning as required due to volume. Cleaning and inspections shall be recorded on a sheet, located in the plain sight of the public. Graffiti will be removed within 24 hours. Painted as needed or required by Tunnel Manager.
Air Supply Sump Pumps	$1,000.00	Hourly	Is a critical finding under NTI and can result in tunnel closure.	This affects safe operation of the tunnel. Mitigating solution will be accepted if repair cannot be made immediately.
Safe House Inspections	$50.00	Per Occurrence	Affects safety and comfort in the event of need.	The safe houses shall be checked to ensure that all safety components are in place and that those components function properly. Emergency water supplies shall be changed every six (6) months to ensure freshness.
Delay Caused by Contractor	$1,500.00	Hourly - Summer Schedule	When the Contractor is responsible for a delay, or it takes longer than 2 hours to make sufficient repair to facilitate resumption of normal traffic patterns. Any increments less than an hour, after the initial 2 hours, shall be assessed at the fine rate divided by 60, and multiplied by the additional minutes.	Causes a significant disruption to business and livelihood.
	$1,000.00	Hourly - Winter Schedule		
Failure to Meet Fire Response Requirements.	$2,500.00	Per Occurrence	The Contracting Agency will not test more than once per quarter (each shift and tour), unless the Contractor fails to meet the expectations defined in the Tunnel Operations & Emergency Response Manual, in which case testing shall continue until compliance is attained.	Affects safe operations of the tunnel and may constitute a critical finding under the NTI.
Failure to comply with approved Security/Law Enforcement Plan	$200.00	Daily	The Contractor shall be responsible for providing security and traffic law compliance at the tunnel. The contractor shall include a plan to meet this requirement at the time of bid. Accepted proposals shall be incorporated as the minimum standard for the duration of the contract.	Affect safety of tunnel operation.

3.1 MAINTENANCE

For the entire contract period and throughout all extensions of said contract, unless specifically exempted, the Contractor shall provide for the maintenance and repair of the complete facility. This includes, but is not limited to, all facility systems and any connected systems. It shall apply to all features both inside and outside the tunnels, and within the defined limits of the facility, 3.0.2 Facility Limits. Maintenance pertaining to the railroad track system shall be limited to those referenced by the

Cooperative Agreement between the Alaska Railroad Corporation (ARRC) and the Contracting Agency, Appendix (C).

Preventative Maintenance: Any maintenance, that if not performed, would result in loss of service to any piece of equipment necessary for proper function of the tunnel. This includes servicing of equipment, replacing components, and proper cleaning.

3.1.2 Work Orders

During the contract, work items that are the contract specifications may need to be performed. The Contractor shall submit proposals of all time and materials necessary to perform the work. Materials shall also have attached the approved overhead and profit included for any proposed work. The Contracting Agency reserves the right to reject any or all proposals and conduct the work with another contractor or using Contract Agency personnel. Proposals shall be requested and submitted on the Contracting Agency's approved forms.

The Contractor will in their bid, including a price proposal for cameras in the Portal Lake Tunnel and at the main tunnel security gate at the Elephant Ear Pullout. Said camera shall be integrated with the tunnels camera system.

The Contractor shall provide a price proposal for the replacement of the tunnel radios to the new TDMA standard. The tunnel has approximately 44 ALMR Portable, and 10 Mobile radios. The current radios are EF Johnson and Motorola brands.

3.1.3 Snow Removal

The Contracting Agency will provide major snow removal services on the roadway from the Portage Lake Tunnel up to and including the Bear valley Staging Area, and the Whittier Staging Area.

The Contractor shall be responsible for snow removal around the buildings, doors, portals and fixed object within the facility, including but not limited to poles, signs and gates.

In emergencies, where public safety is a concern, the contractor is authorized to use Contracting Agency owned loaders to remove snow. Snow removal shall be limited to the amount necessary to resolve the public safety concern.

3.1.4 Flangeways, Road Surface, Clearance Envelope

The Contractor shall be responsible for keeping the flangeway, both inside and outside of the tunnel, free from snow, ice and all foreign objects which could pose a danger to rail traffic; and for ensuring that the road surface, any sidewalks, and ditch line drainage in both the Portage Lake Tunnel and the AAMT is clear of rocks, ice and debris.

3.1.5 Emergency Rock Cleaning

The Contractor shall also be responsible for clearing the geotechnical mesh of rock and debris as part of routine maintenance. If the structural integrity of the ceiling mesh is such that immediate or imminent failure exists (failure estimated to occur within 24 hour) and is perceived as a risk to the traveling public and through no negligence of the Contractor, the tunnel may be closed by the Contracting Agency's

Tunnel Manager for repairs. Such emergency repairs shall be conducted by the Contractor in the manner specified by the methods found in the approved tunnel maintenance documentation. All repairs shall be subject to inspection and approval by the Contracting Agency's Tunnel Manager. Any repairs not approved shall be brought into compliance by the Contractor. The Contractor shall remain responsible for purchasing all materials under $2500.00 per incident.

3.2 OPERATIONS

Operations of the tunnel include traffic management using facility traffic control devices and Contractor personnel, toll collections, emergency response and management, and security/regulatory enforcement. The Contractor shall be responsible for paying all operation expenses including but not limited to utilities and fuel charges during the life of the contract. All operations shall be based on the Tunnel Operations & Emergency Response Manual. The Contracting Agency's Tunnel Manager may modify the Operational parameters in consultation with the Contractor as needed to provide for the best interest of the public and/or the State. Changes that do not impact the Contractor's cost shall not be considered out-of-scope and shall be implemented.

3.2.1 Tunnel Operations & Emergency Response Manual

At a minimum, operations of the tunnel shall be in accordance with the Tunnel Operations & Emergency Response Manual found in Appendix (B). The Contractor shall have the responsibility for providing recommendations for changes to the Tunnel Operations & Emergency Response Manual for optimum performance. All changes must be reviewed and approved by the Contracting Agency. The Contracting Agency's Tunnel Manager may enact changes to the Tunnel Operations & Emergency Response Manual at any time during the contract period. Changes which do not cause the Contractor to incur additional actual cost shall not be considered out-of-scope and shall be implemented as directed.

3.2.2 Unforeseen Events

The contractor shall provide an hourly rate for full operations of the tunnel as an extension to the published schedule. The current rate of $620.00 per hour has been in effect since 2002. In addition, the contractor shall provide a support rate for construction activities. The construction rate does not need full staffing and shall be limited to 2 people, a tunnel operator and a maintenance technician, and shall only the utilities necessary to support construction activities.

On occasion, due to unforeseen events, vehicular traffic through the AAMT is extended or delayed. When this occurs through no fault of the Contractor, there shall be no reparation for additional cost incurred to the Contracting Agency or to the Contractor for the first two hours of the delay or extension, limited to fourteen (14) hours total per State Fiscal Year. For each hour after the initial two hours of an extension or after the balance of hours have been expended, the Contractor shall be credited at the established Hourly Extension Rate.

Extensions requested by other agencies or person and parties other than the Contracting Agency shall be paid by the requestor. Extended tunnel hours may be purchased by any tunnel user with the consent of the Alaska Department of Transportation and Public Facilities, with clearance from the Alaska Railroad Corporation, and the availability of contract personnel to staff the extension. The cost for each hour of tunnel time shall be at the Hourly Extension Rate and shall be made payable to the State. The Contractor

shall be reimbursed for this expense. This fee covers only the cost of contractor operations and does not include any or all tolls. The following conditions shall apply to all purchased extensions:

1. A request must be made no less than 48 hours in advance.
2. All requested hours must be contiguous with the existing tunnel schedule. Hours may be added to the beginning of the schedule, or the end of the schedule as needed. No stand-alone hours are permitted.
3. All toll rates shall apply in addition to the Contractor's Hourly Extension Rate.
4. The Hourly Extension Rate may be paid using company check, cashier's check, or money order made payable to the State or payment may be made in cash.
5. The Contractor must receive payment for extended openings no less than 24 hours in advance of the extension.
6. The Contractor must receive any cancellation notice no later than 12 hours before the extension is in effect. Cancellations made by the customer after 12 hours are not refundable.
7. Unused portions of any extension are not refundable.
8. Toll fees shall be collected at the tollbooth at the time of the extended opening and are not refundable.
9. Trains shall have priority use of the tunnel, and no portion of the Contractor fee or toll shall be refunded for train delays, or delays caused by the interface equipment.
10. Extended openings will follow the traffic flow pattern of the schedule and are open to all tunnel users.

When the Contractor is responsible for the extension, the Contracting Agency shall not be charged for that extension.

3.2.3 Anton Anderson Memorial Tunnel (AAMT) Fire Department

At a minimum the Contractor shall operate in accordance with the Tunnel Operations & Emergency Response Manual. The Contractor shall review and update the Manual as needed to meet any new standards or to improve the level of service.

The safety aspects of the AAMT were designed around NFPA 600. Specific requirements are further defined in the Tunnel Operations & Emergency Response Manual, which cover all elements of fire protection and emergency response planning.

The Contractor shall be responsible for providing a reasonable degree of protection of life, and protecting the private property in the tunnel, as per the Tunnel Operations & Emergency Response Manual. Nothing in this contract is intended to restrict new technologies or alternate arrangements provided that the level of safety prescribed is not lowered.

All fire fighters shall be uniformed and carry appropriate identification. Identification may include, but is not limited to uniforms, logo and badges. Identification is important when dealing with the public. Any time contact is made all communications shall be preceded by identifying oneself.

Acceptable safety systems and equipment shall be approved by the Contracting Agency. In determining the acceptability of installation or procedures, equipment or materials, the Contracting Agency may base acceptance on compliance with NFPA or other appropriate standards. In the absence of such standards

the Contracting Agency shall require evidence of proper installation, procedure, or use. Any changes to the Emergency Response Plan shall be approved by the Contracting Agency and other governing agencies.

The Contractor shall provide a Fire Chief/Safety Officer to administer implementation of the Emergency Response Plan and Fire Department Policies and Procedures. It is the function of this individual to ensure that all training requirements are met, compliance with all applicable laws and to track and ensure that the equipment provided meets all standards necessary to keep response personnel and the public safe.

Anything that could affect safety shall be reported to the Contracting Agency's Tunnel Manager as soon as the deficiency has been noted along with options and recommendations.

The Contractor shall conduct tests of all the fire incident response procedures, including emergency egress/refuge as needed. The Contracting Agency and local authorities having jurisdiction shall be included in the test program. At a minimum, full Fire Department training drills shall be conducted twice a year, before the change of a seasonal schedule and shall include all tunnel emergency response resources.

Quarterly response tests shall be conducted to ensure readiness.

At a minimum fire fighters shall be trained to the Fire Fighter I level, with additional training to meet all Fire Department requirements. The Contractor is encouraged to train to higher standards to provide the highest qualified people.

The Contracting Agency has coordinated with the State Fire Marshall to ensure that the successful proposer will receive certification for providing training for all fire fighters at the Fire Fighter I level. In addition, the successful proposer can expect guidance and direction from the State Fire Marshall's Office in meeting their obligation under this contract.

The Contracting Agency has endeavored to provide all equipment necessary to meet the requirements of this contract. For this contract, it is expected that the contractor shall price their bid with the expectation that the contractor will inventory and replace/augment fire response equipment during the first year of the contract term. This shall include Turnouts, Air Packs and Communication Equipment. Equipment needs after the first year shall be submitted to the Contracting Agency's Tunnel Manager for consideration. During the Contract Term the contractor shall program into their bid a refresh of all expiring equipment.

3.2.4 Emergency Response Plan

At a minimum the Contractor shall operate in accordance with the Emergency Response Plan in the Tunnel Operations & Emergency Response Manual. The Contractor shall review and update the plan as needed to meet any new standards or to improve the level of service. Any changes to the plan shall be approved by the Contracting Agency prior to implementation.

3.2.5 Spill Response

The Contractor shall contain and clean up any spillage, except for spills that fall within the scope of the Alaska Railroad responsibilities.

3.2.6 Fraud and Theft

At a minimum the Contractor shall adhere to the Fraud and Theft Protection Plan provided in the Tunnel Operations & Emergency Response Manual.

3.2.7 Public Information System

The Contractor shall be responsible for operating and maintaining the Public Information System as defined:

Alaska 511 shall be used to post delays of more than an hour and/or closures and other significant changes to the schedule. The Contractor shall secure training in the use of this tool from the 511 Manager/Its Coordinator.

Driver Information via Toll Free Number shall consist of tunnel schedule, toll rates, rules and regulations, and travel advice related to tunnel passage. Updates shall be performed as conditions and information changes or as required by the Contracting Agency's Tunnel Manager.

Driver Information in the Tunnel is provided by signs and lights in the vicinity of each safe house. The signs and signals are located outside the railroad clearance envelope and are therefore sufficiently visible to be easily seen by vehicle operators and passengers.

Driver Information in the Staging Areas includes the variable message signs (VMS), lights, and fixed signs. One VMS is provided in each staging area and can be modified by the tunnel operator to communicate to motorists. The VMS at minimum shall be programmed with information about:

1. The next tunnel opening
2. Any anticipated delays
3. Motorist advisories
4. Public announcements
5. Messages deemed important by the Contract Agency's Tunnel Manager.

The Contractor shall keep the VMS and its system and software current to ensure good communication with the public. The VMS shall be heated to maintain ice-free operations during the winter months and cooled as need in the summer months.

Driver Information Brochures shall be printed and provided to all motorists by the

Contractor at the toll booth. Brochures shall summarize the rules and regulations for driving through the tunnel and provide an easy step-by-step process for the public to follow in an emergency. The information in the Brochure shall be kept current.

Static Signs in the Staging Areas provide user information and self-direct motorist to toll booths, restrooms, and queuing lanes.

4.0 TUNNEL COMMITMENTS AND OUTSIDE SERVICES

The maintenance and operations of the Tunnel Operations & Emergency Response Manual shall be in accordance with the following commitments, requirements and restrictions, including but not limited to all restrictions shown herein. The Contractor shall be required to fully review each, and every document specified herein to determine for itself the commitments, requirements and restrictions.

4.0.1 Alaska Railroad Corporation Responsibilities

The Alaska Railroad Corporation has ownership of the tunnel, and through agreement, DOT operates the highway. In addition to their ownership, the ARRC retains the following responsibilities, and any repair thereof is at their expense:

- Maintenance of the invert structure (Star Track panels and rail), any leveling, repair or replacement of the invert panels.
- Nondestructive internal inspection of the running rails.
- Repair or replacement of rail to correct for defects.
- Maintenance of the signal Train Signal System and all associated components.

4.0.1.1 Train Signal System

The ARRC shall maintain the signal system in accordance with their agreement with the Contracting Agency for said services. Problems with the signal system shall be reported to the ARRC Dispatcher immediately.

In the event the signal system cannot be restored, the ARRC Dispatcher, in coordination with ARRC signal, will authorize override mode.

4.0.2 Disable Vehicles Outside of Secure Areas

The Contractor is responsible for safety inside the staging areas. Disabled vehicles are to be protected and/or removed as follow:

- Service responses to vehicles in the staging areas are provided by local business service organizations.
- Contractor shall clear any vehicle obstructing traffic to an approved location to restore tunnel passage.
- No unauthorized vehicles shall remain at the facility after hours. Authorization shall be obtained from the Contracting Agency's Tunnel Manager. Authorized vehicles include official State, Law Enforcement, ARRC, Contractor, and Contractor Employee vehicles.
- No vehicle may block or in any way impede access too or movement of emergency vehicles.

Vehicle blocking emergency access shall be removed by any means necessary at the owner’s expense.

4.0.3 Other Law Enforcement, Secondary Fire Services and EMS

Secondary fire and medical response services are provided by local fire and police departments. This is accomplished through established agreements between the Contracting Agency or the Contractor and the appropriate agencies regarding response planning, equipment, training and preparedness.

Except as provided for in this contract all other, law enforcement will be provided by the Anchorage Police Department in Bear Valley, Whittier Public Safety in Whittier, with assistance by the Alaska State Troopers, Alaska Railroad Corporation, and the United States Forest Service Marshall as required.

5.0 CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for the following item as they relate to the "Whittier Access Operating Agreement and Right of Entry", also referred to as the Alaska Railroad Operation Agreement:

1. Insurance and Indemnification requirements,
2. Claims resulting from Contractor's operation or failure to properly maintain,
3. Damages due to stop work orders,
4. Mitigation actions to reduce liquidated damages,
5. Maintenance costs including ice control,
6. All insurance required except for Railroad Protective Liability Insurance and Business Interruption Insurance.

Railroad Protective Liability Insurance and Business Interruption Insurance for the Maintenance and Operations of the tunnel as outlined in the Alaska Railroad Operation Agreement between the Contracting Agency and the Alaska Railroad Corporation.

The Contractor shall consider in their price proposal any costs resulting for the terms contained within this agreement.

See Attachment 16 : Anton Anderson Memorial Tunnel AAMT Cooperative Operating Agreement with The Alaska Railroad

6.0 CONTRACTING AGENCY RESPONSIBILITIES

The Contracting Agency retains responsibility for several aspects of the AAMT maintenance and operations. Those responsibilities are defined as follows:

6.0.1 Rolling Equipment

All State of Alaska owned rolling equipment, such the loaders, fire trucks, UTVs, and ATVs will be maintained by the Contracting Agency. Except that the Contractor shall be responsible for performing daily checks to ensure operation, including checks on oil and fuel and shall maintain those fluids at an operational level. The Contractor shall perform monthly mechanical checks, the results of which shall be provided to the Contracting Agency's maintenance group. All rolling equipment shall be cleaned as needed by the Contractor. Any failure to operate or a deficiency shall be reported to the Contracting Agency's maintenance group for repair.

6.0.2 Driver Training

For various fees, training opportunities are provided by the State of Alaska to commercial vehicle operators (trains, freight trucks, buses and emergency vehicles) who will be using the tunnel.

6.0.3 Roadway Signage

Any signage along the road system between the Main Gate and the Portage Lake Tunnel, but not including the Portage Lake Tunnel, will be maintained by the Contracting Agency.

6.0.4 Major Part Rule

The Contracting Agency will be responsible for providing the equipment or major parts of the equipment contained in this section, should they become no longer operable, and that the failure operation was not the fault of the Contractor. A “major part” is defined as any part which (excluding shipping and handling) has a retail value over $2500.00.

The Contractor shall be responsible for installing the parts provided. In the event of failure of a "major part" the Contracting Agency's Tunnel Manager, due to criticality, may require the Contractor to purchase any parts, with the Contracting Agency reimbursing the Contractor for the actual cost of the part, plus shipping and handling. The "major part" rule shall apply ONLY to the following list of equipment, all other parts fall under the contractor’s responsibility unless otherwise agreed to by the Contracting Agency or the Contracting Agency's Tunnel Manager.

Systems Cover By Major Part Rule				
Systems	**Type**	**Number**	**Location**	**Comment**
Boiler	Ice Control	1	Portage lake Tunnel	
Boiler	Domestic	1	Tunnel Control Center	
Boiler	Domestic	1	Bear Valley Portal	
Boiler	Ice Control	1	Bear Valley Portal	
Boiler	Domestic	1	Whittier Portal	
Boiler	Ice Control	1	Whittier Portal	Moth Balled
Geotechnical Ceiling Mesh	Rock Control	1	Tunnel Bore	
SCADA Computers/Software	Tunnel Control	1	Tunnel Control Center	
Jet Fans 1 through 3	Ventilation	1	Safehouse 1	
Jet Fans 4 through 6	Ventilation	1	Safehouse 8	
Ice Control System	Ice Control	1	Bear Valley Portal	
Ice Control System	Ice Control	1	Whittier Portal	
Portal Fans	Ventilation	2	Bear Valley Portal	
Portal Fans	Ventilation	2	Whittier Portal	
Portal Door	Ventilation/Heat	1	Bear Valley Portal	
Portal Door	Ventilation/Heat	1	Whittier Portal	
Safehouse Fans	Ventilation	2	Bear Valley Portal	
Safehouse Fans	Ventilation	2	Whittier Portal	
Message Board	Communications	1	Bear Valley Portal	
Message Board	Communications	1	Whittier Portal	
Emergency Phone System	Communications	1	Tunnel	
Fire Alarm System	Alarm	1	Facility Wide	

6.0.5 Agency Coordination

The Contracting Agency will be responsible for the following items as they relate to the "Anton Anderson Memorial Tunnel (AAMT) Cooperative Operating Agreement:"

1. Alaska Railroad plan review,
2. Offsite coordination with the Alaska Railroad Corporation,

7.0 DEFINITIONS

Anton Anderson Memorial Tunnel (AAMT) - The 2.5 mile (4 kilometer) long tunnel located between Bear Valley and Whittier, running through Maynard Mountain.

Communication System - The complete system required for communications with tunnel operations, maintenance, and emergency response personnel and tunnel users.

Contracting Agencies - (from the Municipality of Anchorage and the City of Whittier) personnel trained in fire response for the AAMT.

Driver Information System - System of fixed and variable message signs, traffic lights, strobes, radio, and printed pamphlets which provide emergency and operational information to motorists in the staging area and inside the tunnel.

Egress Lighting - The minimum illumination level required to provide safe egress following loss of normal power.

Emergency Response Plan - A Contracting Agency approved plan, defining response responsibilities during an emergency. This plan shall detail specific actions to be performed by all those assigned to respond during an emergency.

Fire Detection - Device(s) installed in the Tunnel to provide rapid alert to the Tunnel Control Center (TCC) operator of the presence of a fire in the Tunnel.

Incident - Any stopped or slowed vehicle in the AAMT for reasons other than congestion.

Incident Command Response (ICR) - The standard from which the Emergency Response Plan has been developed.

Interior Zone - The zone of illumination between the two transition zones at each end of the Tunnel. The interior zone illumination level is less than the transition zone.

Local Jurisdiction/or Fire and Medical Emergencies - This term refers to Contracting Agency and the Fire Departments from the Municipality of Anchorage and the City of Whittier.

Manual Toll Collection - Collection of tolls where operator is involved in transaction.

Motor Vehicle - A motor powered vehicle which usually travels on pavement and is not self- steering.

Motor Vehicle Modes - Tunnel Control System CTCS) modes of operation that when activated allow for the safe passage of motor vehicles through the AAMT, in either the Eastbound, or Westbound directions. Trains are prevented from entering the Tunnel in this mode.

Open Maintenance Mode - Tunnel Control System mode of operation designed to hold control over the tunnel for maintenance activities, but not open access to users. This mode protects maintenance personnel from rail traffic while the tunnel is not open for vehicle use.

Paved Track - The complete smooth, ice-free, paved railroad track transportation system, consisting of both the tunnel invert substructure and tunnel invert superstructure, for joint vehicle/rail use.

Pavement Structure - The combination of sub-base, base course, and surface course placed on a sub-grade to support the traffic load and distribute it to the roadbed.

Point of Safety - An enclosed fire exit that leads to a public way or safe location outside the Tunnel, an at-grade point beyond any enclosing structure, or an area that provides adequate protection for Tunnel users.

POL Tunnel - The tunnel located approximately 150 feet north of and parallel to the AAMT. This tunnel, which is approximately 8-feet in diameter, contains a petroleum oil line (POL) operated by Instar Natural Gas Company, and fiber optic lines operated by Alsco.

Portage Lake Tunnel - The tunnel adjacent to Portage Lake, which provides entrance to Bear Valley.

Pull-Out Area - Tunnel area designated for stalled or disabled vehicles.

Railroad Modes - Tunnel Control System (TCS) modes of operation that when activated allow the safe passage of trains through the AAMT in either the Eastbound or Westbound directions. Motor vehicles are prevented from entering the Tunnel in this mode.

Remote Control Center (RCC) - The permanent facility at the Whittier Portal of the AAMT, which serves as a staging point for maintenance and emergency personnel, The RCC shall only be used for monitoring data from the TCC.

Summer Schedule - From May 1 through September 30.

Threshold Zone - The zone of tunnel illumination located at the tunnel entrance. The illumination level is highest in the threshold zone to allow drivers to adjust from daylight ambient levels of light to the lower illumination levels inside the Tunnel.

Train - A self-steering vehicle(s) which, by necessity, travels on and is guided by flanged wheels rolling on top of two parallel rails.

Train Limiting Device - A railway track appliance designed to prevent the undesired movement of a train along the track.

Transition Zone - The zone of tunnel illumination is located between the threshold zone and the interior zone. The transition zone illumination is less than the threshold zone and greater than the interior zone illumination.

Trained Response Personnel -Tunnel operations, ARRC, Contracting Agency, and Fire

Tunnel Closed Mode - Tunnel Control System (TCS) operating mode which allows authorized agencies and personnel to access the AAMT when the Tunnel is shutdown. All authorized personnel will be required to contact ARRC dispatch center for approval prior to accessing the tunnel.

Tunnel Control Center (TCC) - The permanent Tunnel facility at the Bear Valley Tunnel Portal, which serves as the central communication, control, and monitoring point of all tunnel systems.

Tunnel Control System (TCS) - Computer hardware/software system located at the TCC, which provides the remote monitoring and control of the AAMT systems and operations.

Tunnel Facilities - All facilities located within the Tunnel interior and staging areas. These facilities include, but are not limited to, toll booths, refuge areas, fan equipment room(s), traffic equipment room(s), and power equipment room(s).

Tunnel Invert - The concrete panels which integrate the roadway and paved track elements into a single transportation system for the entire length of the AAMT.

Tunnel Invert Superstructure - The complete travel surface system for both motor vehicle and train traffic through the Tunnel.

Tunnel Manager – The Department of Transportation employee charged with the administration of the contract terms and conditions, including, but not limited to, those outlined in this document.

Tunnel Portal - a weather-tight structure, located at each end of the AAMT, which protects the ends of the tunnel and the railway/roadway as it enters the tunnel from the elements, including wind, snow, rain, freezing temperatures and avalanches.

Tunnel Track Approach - Track area in advance of the train limiting device.

Visual Surveillance System - Closed Circuit Television (CCTV) system for monitoring tunnel operations.

Water/Ice Control - Overhead and sidewall systems within the Tunnel necessary to intercept, control and divert water seepage or flow directly to the invert drains to avoid any flow or drip directly onto the Tunnel invert.

Winter Schedule - The period from October 1 through April 30.

Attachment #3 SUBMITTAL FORM A – Offeror Information

Revised March 13, 2024

PROJECT INFORMATION

RFP NUMBER: 2526H008

PROJECT NAME: Whittier Tunnel Operations & Maintenance -Federally Funded

OFFEROR INFORMATION

Company Name: _____

Address: _____

Tax ID: _____

Alaska Business License #: _____

CONTACT INFORMATION

Provide contact information for the individual that can be contacted for clarification regarding this proposal:

Name _____

Title _____

Address _____

Email _____

Telephone _____

CRITICAL TEAM MEMBERS

Provide the names of all critical team members that will be assigned to this contract. Note: These individuals cannot be removed or replaced from this project, or their positions, unless approved in writing the project director or procurement officer.

Name of Position 1 _____

Name of Position 2 _____

Name of Position 3 _____

Name of Position 4 _____

Name of Position 5 _____

ADDENDA ACKNOWLEDGEMENT

The offeror acknowledges receipt of the following amendments and has incorporated the requirements of such amendments into their proposal. Failure to identify and sign for all amendments may subject the offeror to disqualification. The offeror must list all amendments (by number), then initial and date to confirm that you have received and incorporated them into your proposal (add more rows as necessary).

Number	Initials & Date

Number	Initials & Date

Number	Initials & Date

CERTIFICATIONS

No	Criteria	Response*
1	The offeror is presently engaged in the business of providing the services & work required in this RFP.	True | False
2	The offeror confirms that it has the financial strength to perform and maintain the services required under this RFP.	True | False
3	The offeror accepts the terms and conditions set out in the RFP and agrees not to restrict the rights of the state.	True | False
4	The offeror confirms that they can obtain and maintain all necessary insurance as required on this project.	True | False
5	The offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.	True | False
6	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.	True | False
7	Offeror complies with the American with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.	True | False
8	Offeror complies with the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government.	True | False
9	Offeror complies with the applicable portion of the Federal Civil Rights Act of 1964.	True | False
10	The offeror can provide (if requested) financial records for the organization for the past three years.	True | False
11	The offeror has not had any contracts terminated by the State of Alaska (within the past five years).	True | False
12	The offeror certifies that it is not currently debarred, suspended, proposed for debarment, or declared ineligible for award by any public or federal entity.	True | False
13	The offeror certifies that they will not support or participate in a boycott of Israel. Failure to comply with this requirement may cause the state to reject the proposal as non-responsive or cancel the contract.	True | False
14	The offeror certifies that they do not have any governmental or regulatory action against their organization that might have a bearing on their ability to provide services to the state.	True | False
15	The offeror certifies, within the last five years, they have not been convicted or had judgment rendered against them for: fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, false statements, or tax evasion.	True | False
16	The offeror does not have any judgments, claims, arbitrations or suits pending/outstanding against your company in which an adverse outcome would be material to the company.	True | False
17	The offeror is not (now or in the past) been involved in bankruptcy or reorganized proceeding.	True | False
18	Offeror certifies they comply with the laws of the State of Alaska.	True | False
19	Offeror confirms their proposal will remain valid and open for at least 90 days.	True | False

** Failure to answer or answering "False" may be grounds for disqualification. For any "False" responses, provide clarification (up to 250 word maximum for each "False" clarification) below* **(add rows as necessary)**.

Section	Clarification

CONFLICT OF INTEREST STATEMENT

Indicate below whether or not the firm or any individuals that will work 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. The procurement officer 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 services to be provided by the offeror.

Does the offeror, or any individuals that will work on this contract, have a possible conflict of interest?

□ Yes □ No

** Failure to answer may be grounds for disqualification.*

If "Yes", please provide additional information regarding the nature of that conflict:

FEDERAL REQUIREMENTS

Indicate below all known federal requirements that apply to the proposal, proposal evaluation, or contract:

ATTACHMENT #4 SUBMITTAL FORM B – Experience and Qualifications

SPECIAL REQUIREMENTS: This Submittal Form must not identify the offeror's proposed costs and must not exceed five pages (reference RFP section 4.02).

Attachment #5 SUBMITTAL FORM C – Understanding of the Project

SPECIAL REQUIREMENTS: This Submittal Form must not identify the offeror's proposed costs and must not exceed five pages (reference RFP section 4.02).

Attachment #6 SUBMITTAL FORM D – Methodology Used for the Project

SPECIAL REQUIREMENTS: This Submittal Form must not identify the offeror's proposed costs and must not exceed five pages (reference RFP section 4.02).

Attachment #7 SUBMITTAL FORM E – Management Plan for the Project

SPECIAL REQUIREMENTS: This Submittal Form must not identify the offeror's proposed costs and must not exceed five pages (reference RFP section 4.02).

Attachment #8 SUBMITTAL FORM F – Subcontractors

Please complete the form below if using subcontractors. During contract negotiation, the state may require a signed written statement from each subcontractor that clearly verifies the subcontractor is committed to performing the services required by the contract. Prior to contract award, the state will also require evidence that a subcontractor possesses a valid Alaska business license if they will be performing work within Alaska.

Subcontractor Function	Subcontractor Name	Address	% of Work Performing

Attachment #9 SUBMITTAL FORM G – Cost Proposal

ANTON ANDERSON MEMORIAL (WHITTIER) TUNNEL MAINTENANCE & OPERATIONS SERVICES
RFP # 2526H08

Cost Proposal Form

1.) Provide a monthly price for each of the tasks below identified in Group A and group B.
Price shall include all Direct Labor, Indirect Cost, Fee (Profit) and Expenses.

* I order to be responsive, Proposers must include this version of the Cost Proposal Form with their proposals*

GROUP A **Summer Schedule May 1 Through September 30**			**GROUP B** **Winter Schedule October 1 Through April 30**	
DESCRIPTION:	MONTHLY TOTALS:		DESCRIPTION:	MONTHLY TOTALS:
Maintenance			Maintenance	
Operations			Operations	
Emergency Response			Emergency Response	
Fire Department			Fire Department	
Toll Collection			Toll Collection	
Administration			Administration	
Monthly Summer Cost Sub-Total:			**Monthly Winter Cost Sub-Total:**	
	(Multiplied by 5 months)			(Multiplied by 7 months)
Group A -Total:	$ _____		**Group B -Total:**	$ _____

ANNUAL PROPOSED GRAND TOTAL COST (Group A & Group B Combined Totals):	$ _____ Evaluated Cost

2.) Submit this Cost Proposal Form in accordance with RFP Section 1.07 & 4.09

3.) Provide Name,Proposing Firm, Print & Signature and the Date:

_____
Proposing Firm's Name:

_____ _____
Proposer's Signature Print & Sign: Authorized to bind the company Date:

The following proposed rates will not be evaluated for award; however, they will become the established contracted hourly rates for the personnel proposed.

Offerors must identify the employee, applicable job class, hourly rate and the fully loaded hourly billing rate for each proposed employee, essential for the completion of this project.

The State guarantees no minimum or maximum number of hours.

If additional page(s) are needed to identify each proposed employee, they shall be provided in the format below.

PERSONNEL LIST & FIXED RATES

(All staff proposed for the completion of this project)

Name	Job Class	Hourly Rate	Hourly Billing Rate
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Attachment #10 Standard Agreement form with Appendix A

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code	4. Agency Appropriation Code

5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number

This contract is between the State of Alaska,

8. Department of	Division	hereafter the State, and

9. Contractor

hereafter the contractor

Mailing Address	Street or P.O. Box	City	State	ZIP+4

10.

ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.

ARTICLE 2. Performance of Service:

2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.
2.2 Appendix B sets forth the liability and insurance provisions of this contract.
2.3 Appendix C sets forth the services to be performed by the contractor.

ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.

ARTICLE 4. Considerations:

4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed $_____ in accordance with the provisions of Appendix D.
4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:

11. Department of	Attention: Division of
Mailing Address	**Attention:**

12. CONTRACTOR		14. **CERTIFICATION:** I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.
Name of Firm		
Signature of Authorized Representative	Date	
Typed or Printed Name of Authorized Representative		
Title		
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee / Date
Department/Division	Date	
Signature of Project Director		Typed or Printed Name
Typed or Printed Name of Project Director		Title
Title		

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

02-093 (Rev. 04/14) SAF.DOC

APPENDIX A
GENERAL PROVISIONS

Article1. Definitions.

1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer " means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.

1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article2. Inspections and Reports.

2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.

2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3.Disputes.

3.1 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

Article4. Equal Employment Opportunity.

4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.

4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.

4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.

4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, “contractor” and “subcontractor” may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.

4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.

4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.

4.7 Failure to perform under this article constitutes a material breach of contract.

Article5. Termination.

5.1 The Procurement Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

5.2 The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

Article 6.No Assignment or Delegation.
The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

Article7. No Additional Work or Material.
No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

Article 8.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 the State in the performance of this contract.

Article9. 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 their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

Article 10. Ownership of Documents.
All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law; Forum Selection
This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Article 12. Conflicting Provisions.
Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.
Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

Article 14. 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, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

Article 15. Compliance.
In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

Article 16. Force Majeure:
The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

ATTACHMENT #11 APPENDIX B2 INDEMNITY AND INSURANCE

APPENDIX B[2]
INDEMNITY AND INSURANCE

Article 1. Indemnification

The contractor shall indemnify, hold harmless, and defend the contracting agency 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 contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

Article 2. 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 agreement 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, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. 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.

2.1 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.

2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of $300,000 combined single limit per claim.

2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of $300,000 combined single limit per claim.

2.4 Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

Contract Amount	Minimum Required Limits
Under $100,000	$300,000 per Claim / Annual Aggregate
$100,000-$499,999	$500,000 per Claim / Annual Aggregate
$500,000-$999,999	$1,000,000 per Claim / Annual Aggregate
$1,000,000 or over	Refer to Risk Management

ATTACHMENT #12 NOTICE OF INTENT TO AWARD

STATE OF ALASKA

Department of Transportation & Public Facilities
Division of Program Management and Administration

NOTICE OF INTENT TO AWARD A CONTRACT

THIS IS NOT AN ORDER

DATE ISSUED: TDB

RFP NUMBER: 2526H08

RFP SUBJECT: Whittier Tunnel Operations& Maintenance

PROCUREMENT OFFICER: Chris Hunt **SIGNATURE:** _____

This is notice of the state's intent to award a contract. An offeror who wishes to protest this Notice of Intent must file the protest with the procurement officer within ten calendar days following the date of this notice. If the tenth day falls on a weekend of holiday, the last day of the protest period is the first working day following the tenth day. **The offeror identified below as being the most advantageous is instructed not to proceed until Contract Award or other form of notice to proceed is given by the procurement officer.** If the offeror proceeds prior to receiving a Contract Award or other form of notice to proceed, the offeror does so without a contract and at their own risk. AS 36.30.365.

LEGEND: @ = MOST ADVANTAGEOUS
YES = RESPONSIVE AND RESPONSIBLE OFFEROR
NO = NON-RESPONSIVE OR NON-RESPONSIBLE OFFEROR

Offeror	Responsive	Total Score	Most Advantageous
Offeror #1			
Offeror #2			

SUMMARY

Company Name
Address
State, City Zip Code

Award of Contract is contingent on the receipt of the following within ten (10) days:

- Proof of required insurance coverage (RFP pages XX)
- Proof of an Alaska Business License (RFP page XX)

Page 1 of 1

ATTACHMENT #13 NON-DOMESTIC MINIMAL USE & DE MINIMIS REGISTER

Non-Domestic Minimal Use & De Minimis Register

Federal-Aid Highway Contracts

Project Name and Number[1] _____

NON-DOMESTIC PRODUCTS AND CONSTRUCTION MATERIALS[2]	COST AGAINST IRON & STEEL MINIMAL USE[3]	COST AGAINST DE MINIMIS AMOUNT[4]
Total to Date		
Contract Allowance[3,4]		

Estimated Total Project Materials Cost[6] _____

As Contractor's authorized representative, I certify that, as of the date of my signature below: (1) I have identified on this form and any included attachments[5], all non-domestic: iron and steel products; predominantly iron or steel manufactured products; and all construction materials incorporated into the Work that are to the Iron & Steel Minimal Use at 23 CFR §635.410(b)(4) or the De Minimis Amount at 88 FR 55817; (2) that the total sum of all products are less than the total contract allowance; and (3) that if I become aware of an error or change in the foregoing information, I will promptly submit a revised form to the Department.

I acknowledge that submission of false or misleading statement information may result in civil and criminal penalties.

_____ _____

Authorized Contractor Signature | Date

_____ _____

Printed Name | Contractor's Company Name

_____

Position Title

Form 25D-60 (11/14/23)

Form 25D-60 Instructions:

1. Enter the project name, state number, and federal number as they appear on the contract.
2. Match the description from the related Form 25D-62. Enter "NONE" on the first line if there are no non-domestic products or construction materials to declare.
3. The invoice cost as delivered to the project, including freight, of materials subject to 23 CFR 635.410. The contract allowance is one-tenth of one percent (0.1 percent) of the total contract amount, or $2,500, whichever is greater, per 23 CFR 635.410(b)(4).
4. The contract allowance is no more than the lesser of $1,000,000 or 5% of the total applicable costs for the project, per the USDOT Waiver of Buy America Requirements for De Minimis Costs and Small Grants 88 FR 55817.
5. Attach additional form sheets if necessary to include more than one page of products and materials.
6. Enter the total cost of all predominantly steel and iron products and construction materials to be permanently incorporated into the project.

Form 25D-60 (11/14/23)

ATTACHMENT #14 EXAMPLE NOTICE TO PROCEED (NTP)

NOTICE TO PROCEED & BILLING SUMMARY

NTP No:
Agreement No:
AKSAS Project No:
Federal No:
Date Prepared:

(This form is for any COST REIMBURSEMENT Agreement, generally one that will exceed $250,000.)

Contractor: Transfield Services Infrastructure, Inc.
Project Title: Anton Anderson Memorial (Whittier) Tunnel Maintenance & Operations

NOTICE TO PROCEED

Provide services for the Tasks Group(s) and specific Tasks enumerated below in the Billing Summary. Any services beyond the written scope and/or any costs above the price estimate for ***each Task Group*** in our Agreement, require prior Agency approval and a contract Amendment. Actual cost underrun of Contract Amount for any Task Group shall not routinely accumulate for other Groups. The Contracting Agency reserves the right to retain or reallocate any remaining funds resulting from such cost underruns.

This NTP is cumulative and it supersedes all prior NTPs for this Agreement.

The Agency Contract Manager for this NTP is: Gordon Burton Tel Nos (voice/cell):907-472-2584 / 907-441-6268

Issued for the Contracting Agency per ADOT&PF Policy #01.01.050 by:	Accepted for the Contractor by:
Signature Date Name:	Signature Date Name:

BILLING SUMMARY

This Invoice is for [ ] Progress OR [ ] Final Payment. ***Sequential Invoice # for this Agreement is:*** [ ].

Total Contract Amounts	Authorized Task Groups and Tasks Number(s)	Authorized To - Date	Prior Apprv'd Payments	This Billing	Total To - Date
	A, Tasks No(s):				
	B, Tasks No(s):				
	C, Tasks No(s):				
	D, Tasks No(s):				
	Total Authorized Amount for All Groups				
	Sum of Prior APPROVED Payments				
	Sum for THIS INVOICE				
	Sum of Prior Payments and this Invoice				
	Balance of Authorized Amount				

Collocation Code / Program Code Ledger Code / Account Code	PAYMENT REQUEST (Contractor):
	Signature Date Name:

APPROVAL FOR PAYMENT

PAYMENT RECOMMENDED: I certify this Invoice to be valid and accurate and that services were performed substantially in conformance with the contract requirements and schedule.	PAYMENT APPROVED: Based upon the Contract Manager's recommendation and certification, I hereby approve payment.
Signature Date Name:	Signature Date Name:

c3-cmtp (March 2014) DOT&PF Form 25A281, Notice to Proceed & Invoice Summary
(For any COST REIMBURSEMENT Agreement, generally one that will exceed $250,000.)
Page 1 of 2

ATTACHMENT #15 FEDERAL HIGHWAY ADMINISTRATION (FHWA) FEDERAL AID PROVISIONS

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILTIES
REQUIRED CONTRACT PROVISIONS
for
FEDERAL-AID (FHWA) CONTRACTS

FHWA-1273 – Revised October 23, 2023

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1

1. **Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. **Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. **Minimum wages** (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. **Withholding** (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. **Records and certified payrolls** (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. **Subcontracts**. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. **Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of eligibility**. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. **Anti-retaliation**. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. **Withholding for unpaid wages and liquidated damages**

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. **Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant 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 department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant 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," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) 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 department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause 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 lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant 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 department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. 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 participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e 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 department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

ATTACHMENT #16 TUNNEL OPERATIONS & EMERGENCY RESPONSE MANUAL

webber infra

Anton Anderson Memorial Tunnel

Tunnel Operations & Emergency Response Manual

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COMPANY-SPECIFIC APPENDICES FROM WEBBER INFRASTRUCTURE MANAGEMENT

1 INTRODUCTION

This manual defines the operational procedures for the Anton Anderson Memorial Tunnel (AAMT). The AAMT is owned by the State of Alaska, and highway operations are permitted in accordance with an agreement between the Alaska Railroad Corporation (ARRC) and the Alaska Department of Transportation and Public Facilities (DOT&PF), and by the Alaska State Legislature through 17 AAC 38, *Anton Anderson Memorial Tunnel*. This manual was prepared to provide a safe and efficient transportation facility during normal and emergency operations. The tunnel operations contractor shall revise the operations manual and related documents as necessary. The DOT&PF Tunnel Facilities Manager shall approve revisions prior to being used by the contractor's employees.

2 TUNNEL SEGMENT COMPONENTS

2.1 Anton Anderson Memorial Tunnel (AAMT)

The AAMT is a 2-½-mile long, one-lane tunnel used for vehicular and rail traffic. The tunnel has a clearance envelope 15-feet wide and 21-feet high. The AAMT has fire alarm pull stations, fire extinguishers (Type 4A,80BC), and emergency telephones every 300 feet. A three-foot wide sidewalk is for emergency use only and runs the entire length of the tunnel. The tunnel is monitored by the Tunnel Operator using CCTV, carbon monoxide detectors, and vehicle loop detectors.

2.2 Portage Lake Tunnel (PLT)

The Portage Lake Tunnel is a standard 500-foot long, two-lane, vehicular highway tunnel located less than 1 mile west of the Tunnel Control Center (TCC) along Portage Highway. It is independent of AAMT and is not monitored by the Tunnel Control System (TCS) or closed-circuit television (CCTV) systems. There are two emergency phones that will automatically ring to the remote alarm monitoring company via the public utility phone network. The lighting system is controlled by photocells and will remain on even when the AAMT is closed.

2.3 Tunnel Control Center (TCC) and Remote-Control Center (RCC)

The TCC contains the Tunnel Control Room, a toll collection station, and operations administration facilities. The TCC is the operations and emergency center. The fire alarm, public address (PA), closed-circuit television (CCTV), traffic signals, changeable message sign, and emergency strobes are monitored and controlled from the TCC. Video screens allow the Tunnel Operator to view all areas of the tunnel. The TCC also houses electrical equipment for communications and the uninterrupted power supply (UPS). The UPS provides up to two hours of power and allows for the start-up of the standby generators.

The RCC is in the Whittier Portal building. The RCC provides similar functions, controls, and communications as the TCC. The RCC is limited by several factors, however: it only has one workstation and monitor; the PA system only broadcasts recorded messages from this location; the RCC has only one monitor for viewing the CCTV cameras (a split screen selection can allow viewing through multiple cameras with this monitor). The RCC also has no ARRC direct telephone line or radio base, and it does not have a local radio base unit.

2.4 Tunnel Control System (TCS) and Train Signal System (TSS)

The Tunnel Control System (TCS) is the computer-based system that monitors all tunnel activities and assists the Tunnel Operator in controlling traffic. When traffic control and detection devices throughout the facility enter an alarmed state, the Tunnel Operator is alerted by audible and visible alarms. Alarms are monitored by the TCS and will remain in active dialogue boxes until they are acknowledged. Each alarm is recorded by date, time and type of event and logged in the TCS databases Event Log. All alarms are verified by the Tunnel Operator via the CCTV system.

Railroad operations are monitored and controlled by an independent system identified as the Train Signal System (TSS). The TCS and TSS are interlocked to avoid conflicting movements between trains and vehicles. When one system has control of the tunnel, the other system is locked out. The Tunnel Operator has no control over the train signals. In most cases, the Tunnel Operator can communicate with the ARRC dispatcher prior to TSS/TCS interlock. Standard railroad signals will be used by the Alaska Railroad Corporation (ARRC) to control train movements through the tunnel.

When the tunnel is in vehicle mode, a train limiting device (TLD) shall prevent an unresponsive train from entering the tunnel against a restrictive signal. TLD is a safety interlock that will not physically allow a train to enter the tunnel by use of a rail switch outside of each portal entrance. The TSS controls the TLD and the Tunnel Operator has no control over the TLD.

In the event a vehicle enters the tunnel, or an obstacle blocks the tunnel after the TCS has entered train mode, the Tunnel Operator can activate the TSS Operator Override option. Before the TSS Operator Override is selected, the ARRC Dispatcher must be notified via the phone immediately and a radio contact attempted to be made with the engineer of the locomotive. After activation, an ARRC representative must reset the system from the TSS signal bungalow in Bear Valley. After the override circumstance has been cleared, the ARRC may elect to operate through the tunnel in accordance with railroad rules. The Tunnel Operator shall assist the ARRC in clearing the override option.

2.5 Traffic Monitoring and Controlling

The Tunnel Operator is responsible for monitoring traffic in the tunnel for overall safety of the public. Several key TCS elements help the Tunnel Operator monitor the status of traffic and the tunnel:

- **CCTV** – The entire tunnel and both staging areas have full CCTV coverage with 69 cameras and 9 monitors in the control room. The operator will use the CCTV to confirm that traffic is moving freely, confirm that the tunnel is clear before reversing traffic flow and visually determine the appropriate response to an incident detected by the TCS. All video is recorded on a digital video server in the TCC.

- ***Loop Detectors*** – Inductance loops under the pavement at safe house pullouts, at staging area entrance gates, identify when vehicles pass by and notify the Tunnel Operator.

- ***Carbon Monoxide (CO) Detectors*** – At four locations, the tunnel air quality is continuously monitored by the TCS, which will notify the Tunnel Operator when CO levels are above minimum acceptable exposure levels.

- ***Anemometers*** – At two locations, the direction and speed of the airflow in the tunnel is monitored by the TCS to notify the Tunnel Operator when additional ventilation is necessary.

- ***Emergency Phones & Fire Alarm Pull Stations*** – emergency phones and fire alarms are located every 300' throughout the tunnel. The phones automatically ring at the control room. The fire alarms will activate an alarm at the control room and at a central monitoring station concurrently. Each phone/alarm station also has a 10-lb Type ABC portable fire extinguisher.

- ***Photo Sensors*** –Tunnel lighting turns on when the Tunnel Operator receives control of the tunnel from the ARRC Dispatcher and places the tunnel into open mode, but photo sensors at each of the two tunnel portal transition zones will automatically adjust the tunnel lights to the appropriate intensity. Maintenance personnel may disconnect the lighting system from the TCS for local control but must return control to the TCS when maintenance activities are completed. Photo sensors automatically control the lights at the Portage Lake Tunnel and the roadway and exterior building lights adjacent to the TCC.

To help the Tunnel Operator control the flow of traffic and enhance tunnel safety for the public, the site employs the following safety features:

- ***Law Enforcement*** – From May to September, the Whittier Police Department is contracted to provide one officer at the facility for specific times of the day. During the remainder of the year, Whittier PD is occasionally on-site and available via telephone or radio.

- ***Signs & Pavement Markings*** – Standard highway signs (i.e., speed limit) and lane markings to help direct traffic. Electronic signs in the tunnel also notify drivers of their speed, and temporary electronic signs are deployed in the summer months to notify drivers of their speed as they approach the toll plaza.

- ***Tunnel Traffic Signals*** – Within the tunnel, a steady green signal tells motorists that it is safe to proceed. A steady red light directs motorists to stop and to prevent bunching of vehicles behind an incident. The traffic signal indication in the opposite direction of an active traffic flow will be a steady red. If motorists must evacuate their vehicles inside the tunnel for safe house refuge, they will be notified by illuminated signs and white strobe lights at safe house pullouts.

- ***Queuing Traffic Signals*** – Standard red/amber/green traffic signals in the staging area indicate when a specific lane can enter the tunnel. Only one queue signal can be green at a time.

- ***Metering Signal*** – Red and green signals that are timed to insure the proper spacing of vehicles entering the tunnel. An adjacent sign instructs motorists to "Stop Here on Red."

- ***Traffic Controller*** – During peak tourist periods with many unfamiliar tunnel users, a Traffic Controller is present in Whittier Staging during high-traffic openings. A Traffic Controller will also be used when poor visibility due to fog/snow limits the usefulness of the CCTV system or when a partial failure of specific systems occurs.

- ***Driver Information Signs (DIS)*** – The DIS located in the front of each staging area assist the Tunnel Operator in broadcasting informational messages to drivers waiting to use the tunnel. These messages can post pre-defined or custom messages.

- ***Portal Doors*** – The Tunnel Operator can operate the portal doors using the TCS. For train requests, the TSS will operate the doors.

2.6 Site Communications

The Tunnel Operator and the operations/maintenance staff have several communication options:

- ***Conventional telephones*** – TCC phones are available for routine communications and are the primary means of communications with emergency response dispatchers off site. The TCC phones call Whittier Public Safety when 911 is dialed. Additional resources can be contacted using the Tunnel Operator phone directory. A second phone is located at the Tunnel Operator's desk that bypasses the TCC phone system for direct contact with the ARRC.
- ***Cellular telephones*** – cellular service is available in Whittier staging area, but not Bear Valley.
- ***Emergency phones, AAMT*** – these phones automatically ring at the TCC and indicate the caller's physical location to the Tunnel Operator. Emergency phones are also located inside each safehouse. The phones have a speaker rather than a receiver, which allows the Tunnel Operator to contact patrons.
- ***Emergency phones, PLT*** – these phones operate on a separate system and are not connected to the TCC. Instead, the PLT phones automatically ring a private alarm company. The alarm company then forwards the call appropriately based on the nature of the emergency.
- ***Internet*** – a Digital Subscriber Line (DSL) provided by the telephone utility provides Internet access through a local area network. A Starlink unit was installed to supplement Internet at the TCC.
- ***Public Address (PA)*** – each safehouse has a PA speaker giving the operator the ability to broadcast instructions or status messages to safe house occupants.
- ***Alaska Land Mobile Radio (ALMR)*** – the engines, company vehicles, TCC base station, and handheld units are part of the ALMR system, which allow long range communication capability beyond that of conventional radio transmitters. Repeaters provide coverage inside the tunnel.
- ***VHF Radio*** – A cable antenna (leaky coax) runs the length of the tunnel wall and provides radio coverage for the AAMT, PLT, staging areas, and exterior buildings for use by maintenance staff and emergency response personnel. The TCC contains a base radio for use by the Tunnel Operator. Additional handheld radios are in the TCC for use by emergency personnel from assisting agencies. The portal fire trucks are each equipped with mobile radios.
- ***ARRC Radio System*** – The ARRC has an independent radio system throughout the area that shares some of the existing radio hardware on site (including the antennas). The Tunnel Operator can monitor ARRC communications and broadcast on ARRC frequencies for official ARRC communications only. The preferred method of communications with the ARRC will be through the ARRC Dispatcher via the dedicated ARRC telephone.
- ***Fire Alarms*** – An automatic fire detection and alarm system operates within the TCC, both portal buildings, and each safe house. Each location has an independent alarm panel which is continuously monitored via redundant phone lines by a remote alarm monitoring company. In the event of a fire or system trouble, the alarm panel automatically notifies the alarm company, who in turn notifies the Tunnel Operator during normal operating hours or key personnel when the facility is closed.

- ***Website & Phone*** – a toll-free tunnel information number (877-611-2586) is available for public information. A website is provided by the DOT&PF that contains general information on the tunnel, regulations, history and current schedules. The website home page is at http://www.dot.state.ak.us/creg/whittiertunnel/

- ***Fiber optic communication*** – FO lines provide the backbone for the audio, video, and data communications for the tunnel. The FO lines are in conduit that is embedded in concrete and designed so that the loss of individual subsystems will not affect the entire system.

2.7 Portal Buildings

The Bear Valley portal building is at the east end of the staging area and the west end of the tunnel. It contains ventilation equipment, an electrical substation, an emergency generator, storage for emergency response equipment, a fire truck, and other emergency equipment. The Whittier portal building is similar to the Bear Valley portal, except it also contains the RCC.

Vertically telescoping steel doors in each portal control access to AAMT. The Tunnel Operator typically operates the portal doors using the TCS. During train operations, the ARRC dispatcher controls the doors via a Train Signaling System (TSS) interface to the TCS. Additionally, the portal doors can be controlled manually locally by using the control station adjacent to the doors. When traffic operations have ceased for the day, the portal doors are closed and the TCS secured to prevent unauthorized entry into the tunnel. The portal doors are monitored by the Tunnel Operator using CCTV.

2.8 Staging Area Facilities

The Bear Valley Staging Area contains six structures. The TCC is located at the west end of the staging area. Two tollbooths are adjacent to the TCC. Restrooms and are provided for public use. Adjacent to the public restrooms, the DOT Warm Storage building contains the DOT&PF Facility Manager's office and garage facilities for the front-end loader, a road grader, the Webber bucket truck (depending on season), and supplemental equipment. Lastly, the portal building controls access to the west end of the tunnel itself.

The Whittier staging area contains two structures: the portal building at the east end of the tunnel and public restrooms.

Steel gates block the access road to the Bear Valley Staging Area and the Whittier Staging Area and are secured via padlock manually after traffic hours end. Railroad-style powered crossing gates control the entrance and exit lanes to and from AAMT and are controlled by the Tunnel Operator via the TCS. These traffic gates are also monitored by the Tunnel Operator using CCTV.

Chugach Electric Association provides electrical power through three main electrical service feeds at the facility: Portage Lake Tunnel, Bear Valley Portal & TCC, and Whittier Portal. DOT&PF Warm Storage is fed from the Bear Valley Portal. The Bear Valley Public Restrooms are fed from the TCC. The TCC, Whittier Portal, and Bear Valley Portal each have main electrical breakers located within the electrical rooms at each location. In the event of a power failure, electricity is provided by standby generators at each portal. The tunnel can be operated minimally on generator power for approximately fifty-six hours before having to refuel the generators.

Natural Gas is provided by Enstar and shut off valves can be monitored by the Tunnel Operator using CCTV. There are Six natural gas shut off valves on the facility: Portage Lake Tunnel, Tunnel Control Center, Bear Valley Public Restrooms, DOT warm storage, Bear Valley Portal, and Whittier Portal.

There are two 1,000-gallon above-ground diesel storage tanks on site. The first is located between the Bear Valley Public Restrooms and DOT&PF Warm Storage and the second is located just south of the Bear Valley Portal. Each tank is padlocked and can be monitored by the Tunnel Operator using CCTV.

Water to the site is provided by three wells. The first provides potable water to the TCC and to the Bear Valley Public Restrooms. The well head is located outside the TCC in the tollbooth #3 traffic lane. The other two wells are located at the Bear Valley Portal. One on the north side feeds the tunnel drainage system. The other located on the south side, which supplies the emergency fire water storage supply.

2.9 Safehouses

Eight emergency safehouses are also spaced throughout the tunnel 1600 feet apart. In the event of an emergency, the safehouses provide refuge until the fire department determines that hazardous conditions are under control and it is safe to exit the tunnel. Each safehouse has a firewall rating of three hours. During an emergency, fresh air heated to at least 50^{0}F is supplied to each safe house through a separate, independent ventilation system from one of the two portal buildings. The safehouses they have a nominal capacity for 55 adults and contain drinking water, blankets, an industrial first aid kit, a large LED flashlight, and a portable toilet. An emergency telephone and a public-address system provide communication to each safehouse. Doors are unlocked and opening any door will send an alarm to the Tunnel Operator.

Pullouts at each safehouse allow disabled vehicles to pull over so that other vehicles may pass. Any disabled vehicles must be removed from pullouts prior to reversing traffic unless authorized by the Superintendents or Shift Supervisors. Only the ARRC is authorized to permit a train into the tunnel with a disabled vehicle inside. Pavement striping indicates the rail clearance limits at the safehouses if a disabled vehicle is to be left in the tunnel during a train passage.

2.10 Emergency Response Equipment

The AAMT facility has two fire engines that are typically located in each portal building. Each engine carries 750 gallons of water and 20 gallons of foam. They are equipped with a bumper turret, structural firefighting gear, extrication equipment, and other first aid and rescue equipment.

In addition, each staging area has an all-terrain vehicle (or 4-wheeler, or ATV) and a utility type vehicle (or 6-wheeler, or UTV). The ATVs allow a user to drive onto the sidewalk to potentially bypass a stopped vehicle inside the tunnel. One is in Whittier Portal and the other is in Warm Storage (typically). The UTVs contain a backboard, first aid equipment, and a 70-gallon water tank and hose, plus 5 gallons of foam. The Whittier UTV is in the portal building, and the Bear Valley UTV is usually staged inside the TCC garage bay for quick response purposes. Two front-end loaders with towing capability are on-site: one in Whittier and in one in Warm Storage in Bear Valley.

Additionally, 10lb. dry chemical fire extinguishers (4A, 80BC) are located at the fire alarm pull stations every 300-foot along the tunnel and in each safehouse. Each safehouse has a fire equipment room that contains the following: wheel-mounted 125-lb. dry chemical fire extinguisher (40A, 240BC); wheel-mounted 33 gal. AFFF extinguisher; 2 axes; 2 crowbars; 2 SCBA cylinders; backboard with straps; sandbags; and a spill response kit with oil pads and booms. Each portal has a fire truck, a 1000-gallon emergency water supply, and first aid equipment for use by emergency response personnel.

2.11 Ventilation Systems

Ten fans provide longitudinal ventilation. Six 75-horsepower jet fans inside the tunnel (three at SH1 and three at SH8) provide ventilation under normal operating conditions. Four 300-horsepower fans located in the portals are utilized in fire situations, blowing smoke and fumes away from vehicles stopped in the tunnel. The portal doors on each end of the tunnel assist in supplying positive ventilation to direct smoke away from the incident.

2.12 Petroleum Oil Lubricants (POL) Tunnel

The POL Tunnel is a privately-owned utility corridor that runs parallel to the AAMT. The POL Tunnel entrances are located approximately 200 feet north of the AAMT portals. The POL tunnel is approximately 8 feet wide. A narrow-gauge track, 6" natural gas pipeline, fiber optic, and telephone cables run along the length of the gravel floor. The primary electrical feed for the city of Whittier runs overhead. The narrow-gauge track is not functional and motorized traffic cannot traverse this tunnel. Access is restricted and requires an entry permit prior to use. Due to heavy vegetation, only the vicinity of the POL entrances can be monitored by the Tunnel Operator using CCTV cameras. They are not actively monitored.

3 NORMAL OPERATIONS

The tunnel is designed for a vehicle capacity of 800 cars per hour with a 25-mph speed limit. This can be achieved with an eastbound and a westbound traffic flow during every hour. A larger spacing is required between trucks and buses, which will reduce the actual vehicle capacity. In certain cases, train movements may impact the schedule for vehicle traffic further reducing actual capacity.

The transportation of hazardous materials by motorists is prohibited. Vehicular traffic shall be sorted by size and spaced at intervals to prevent fire from spreading from one vehicle to another. Fire detection systems, trained personnel, and readily available fire extinguishing equipment shall aid in the early recognition and quick extinguishment of a fire.

All visitors and contractors are given a safety briefing before working on or visiting the site. This includes radio protocols, on-site travel, train activity, and areas of responsibility. Safety equipment will be issued if necessary. All on-site movement is coordinated by the Tunnel Operator. Radio and key sign out logs are maintained in the TCC.

All safety and security incidents are documented by the Tunnel Operator in a written incident report. An incident report will be created prior to the completion of the Tunnel Operator's shift, and video recordings and/or photographs will be provided as necessary. Upon completion of a final review and approval by a Superintendent, the incident report is submitted to the DOT&PF Facility Manager.

The Tunnel Operator will control the ventilation system with the assistance of the TCS during traffic flows. The TCS carbon monoxide (CO) detectors measure CO levels in the tunnel, and anemometers measure the direction of air flow. The air in the tunnel must be moving in the direction of traffic. If an incident in the tunnel stops the flow of traffic, vehicles ahead of the incident can proceed toward the exit while vehicles behind the incident will receive fresh air from behind (note: in cold weather mode, tunnel airflow can be stagnant since traffic levels are lower and vehicles have greater spacing). The jet fans are the primary equipment for ventilating the tunnel. The number operating will vary with traffic volume, CO levels, and wind. Under some atmospheric and traffic conditions, the natural draft in the tunnel will be in the proper direction and of sufficient volume that mechanical ventilation will

not be required. During heavy traffic or under severe high wind conditions, the jet fans will not be capable of overcoming the natural draft in the tunnel. The use of portal fans may be necessary to reduce the purge time between traffic flows or during high wind conditions. The use of two portal fans should be avoided unless a significant disruption of the traffic schedule is projected during heavy traffic times or the tunnel has excess smoke due to train passage. With average atmospheric conditions, six jet fans can purge the tunnel in approximately 23 minutes; one portal fan can purge the tunnel in approximately 20 minutes; and two adjacent portal fans can purge the tunnel in approximately 11 minutes. There is no significant benefit to simultaneously operating portal fans at opposite ends of the tunnel or to operation of the jet fans in conjunction with the portal fans.

The tunnel ventilation system has been designed for four groups of operating sequences: normal vehicle operations, high-wind operations, cold-weather operations, and tunnel fire conditions. Several preprogrammed modes exist within each group and the Tunnel Operator can customize the system operation by manually operating individual fans through the TCS. During the winter months, the Tunnel Operator shall endeavor to retain heat in the tunnel and minimize icing. This can be accomplished by keeping the portal doors closed as much as possible and by operating the ventilation system at the minimum levels consistent with public safety.

3.1 Tunnel Daily Schedule

The tunnel schedule was established by the DOT&PF in negotiations with the ARRC to establish a timetable for motorists to anticipate tunnel openings and minimize delays. The Tunnel Operator on duty is responsible to obtain the schedule updates from the ARRC Dispatch office. The DOT&PF shall determine whether weather conditions warrant tunnel closure.

Every morning, the Tunnel Operator contacts the ARRC Dispatcher to request use of the tunnel. With this request granted, all authority and control of the tunnel is released to the Tunnel Operator. For ARRC to run passenger or freight trains, the authority and control of the tunnel is released back to the ARRC Dispatcher. Currently while in Train Mode, the Tunnel Operator only has control of cameras, DIS boards, and jet fans. If at any time a traffic gate arm is moved, the TCS sounds an alarm, an alarm dialog appears stating the error and the TLD is activated.

The hours of operation for vehicle traffic through the Whittier Tunnel are as follows:

- May 1 through September 30 – 18 hours of operation (5:30 am to 11:30 pm daily)
- October 1 through April 30 – 16 hours of operation (7:00 am to 11:00 pm daily)

Changes to the tunnel schedule will be infrequent because of the wide circulation of the schedule. However, if necessary, changes to the daily schedule may be made available to the public through the DOT&PF website for the AAMT, the AK511 system, the toll-free tunnel information number (877-611-2586), posting notices at the toll booths and public restrooms in Bear Valley, and posting notices at Begich Towers and other facilities in Whittier. Changes to the tunnel schedule should be disseminated with appropriate notice to the public.

3.2 Tunnel Access during Non-Operating Hours

Emergency agencies and authorized personnel are issued access keys from the ARRC. The authorized agencies/personnel are trained in the procedures for traversing the tunnel during non-operating hours. Authorized personnel can contact the ARRC Dispatch office, and the doors can be activated through the TSS in accordance with Federal Railroad Administration (FRA) guidelines. The vehicle then travels through the tunnel and contacts ARRC dispatch to notify them that the tunnel is clear. The dispatcher then closes the portal doors.

3.3 Vehicle Movements

For the typical motorist intending to pass through the tunnel, following the instructions on the fixed signs and obeying the traffic signals should be a simple process, resulting in a safe passage. For added confidence, safety pamphlets explaining the tunnel and normal traffic and emergency procedures are distributed at the tollbooth.

Traffic entering the tunnel will be metered to match traffic flow to the ventilation system capacity of the tunnel itself and/or to avoid potential overcrowding in safehouses in the event of a tunnel emergency. The tunnel ventilation system can dilute the emissions from 160 cars or light trucks. The safehouses have been sized for 55 adults, or the occupants of 22 cars (with 2.5 occupants per car) or one full size bus. These two criteria result in the following spacing requirements at a speed of 25 mph: cars at 90 to 100 feet (1 every 1.5 seconds); buses at 1600 feet (1 every 44 seconds); and trucks at 500 feet (1 every 7.5 seconds).

The entry signal at the traffic entrance gate controls the metering rate. For all vehicles, a detection loop at the entry signal will detect the passage of a vehicle, change the metering signal to red, and reset the timer for the next green indication. For each lane release the operator will select the appropriate metering rate. The TCS is also capable of manual metering control by the Tunnel Operator.

When the traffic density in the tunnel is higher than desired, the Tunnel Operator shall increase the metering signal for vehicles or delay the next queue from entering the tunnel to achieve the desired average spacing.

The TCS is not intended, nor is it capable of maintaining a safe separation between vehicles once they pass the metering signal. To avoid rear-end collisions, the tunnel traffic signals shall not be used to maintain vehicle separation or speed control.

Traffic operations will not be interrupted for non-critical emergencies during normal operating hours. A request for tunnel access by authorized emergency personnel will include the nature of the emergency and the level of urgency. Emergency personnel requiring immediate access will be permitted to travel through the tunnel as soon as conditions will safely allow. Traffic shall be restricted to emergency vehicle(s) only. Tunnel personnel will be alerted by radio that emergency access is being granted.

In the event of an emergency during vehicle traffic, the Tunnel Operator will immediately attempt an "ALL STOP" command and notify emergency personnel via radio. The Tunnel Operator will also contact ARRC Dispatch to notify them of the delay. When the "ALL STOP" is selected, traffic in the staging areas shall be prevented from entering the tunnel. Traffic gates shall be closed. Queuing traffic signals shall be switched to "red". Changeable message signs shall broadcast information and instructions to motorists. Tunnel traffic signals shall remain "green" and traffic inside the tunnel shall be permitted to exit. Emergency personnel will approach the tunnel by way of the exit lanes in the staging areas and shall receive clearance from the Tunnel Operator via the radio prior to entering the tunnel. Normal operations will resume once emergency personnel have exited the tunnel and cleared the traffic gates. An incident report shall be generated immediately following any emergency vehicle tunnel passage that disrupts the vehicle operations schedule or after any on-site emergency response.

In the event of an emergency during train traffic, the Tunnel Operator will immediately attempt to contact the engineer on the locomotive via radio and ARRC Dispatcher via ARRC dedicated telephone. The Tunnel Operator may need to use the override command labeled "TUNNEL NOT CLEAR" if unable to get a response from ether of the above in a timely manner. The Tunnel Operator will notify emergency personnel via radio and dispatch them to the incident, only when train stoppage has been confirmed. Once the incident is resolved and all emergency personnel and traveling public are clear of the tunnel, normal operations will resume.

Eastbound Traffic to Whittier

As vehicles enter the staging area in Bear Valley, they will pass through the tollbooth. One or more Toll Collectors will be in the tollbooths to collect tolls and instruct motorists on the tunnel safety requirements. As vehicles pay their tolls, they are given a safety pamphlet that describes the tunnel operation and emergency procedures. Drivers are instructed to read the brochure before entering the tunnel. Tolls will be collected only from vehicles traveling eastbound toward Whittier. There will not be any toll adjustment for one-way trips from vehicles entering or leaving the ferry in Whittier. No pedestrians or bicycles are permitted in the tunnel.

To prevent hazardous cargo from entering the tunnel, Toll Collectors may ask drivers if they are transporting any hazardous items. Permissible limits of hazardous items are as follows: 12 gallons of gasoline in UL approved portable containers, 100 pounds of propane, 400 cubic feet of acetylene in a single container or a combined oxy/act set if properly secured, and up to 55 gallons of diesel in a drum. Vehicles with flammable, explosive, or other hazardous cargoes shall be referred to the ARRC who can arrange for transport through tunnel.

Once a toll is paid, vehicles are directed into the staging area where they wait for their turn to enter the tunnel. Lane assignments are designated by fixed signs to separate buses, trucks, and vehicles towing trailers from cars. Motorcycles shall be staged by the restrooms in Bear Valley. Handicapped vans should be directed into the start of a lane or into a separate lane to facilitate evacuation of wheelchair occupants within the safe house areas in the event an evacuation is required.

Vehicles will be released from the staging area in this sequence: buses with passengers, commercial trucks, cars, and then vehicles towing trailers. Motorcycles are released at the very end of the opening as the last vehicles through the tunnel.

The Toll Collectors and Tunnel Operator may exhibit some flexibility to minimize delay to tunnel patrons. For example, since buses will normally be emptied first, a bus overflow from the bus lane can use an empty car lane. Similarly, after the buses have vacated the bus lane, it can be used for car or truck overflow. Likewise, when the first car lane has started to empty, any cars entering the staging area should be diverted to the next car lane. After the car lanes are emptied, vehicles towing trailers can be discharged while additional cars are directed to the first car lane. After the vehicles towing trailers, trucks should be discharged, followed by empty buses, and then any additional cars. The process shall continue until the staging area is empty or the current traffic schedule indicates that the traffic direction shall be reversed. Since the TCS links the default metering rates to the normal vehicle type in each lane, the Tunnel Operator must change the default metering rate when different vehicle types use a lane.

Westbound Traffic to Bear Valley

Traffic entering the staging area in Whittier will be directed into the appropriate lanes by the fixed signs and instructions on the safety pamphlet. During peak tourist periods, when a high percentage of patrons will not be familiar with the tunnel operations, a Traffic Controller will be stationed in the Whittier staging area to facilitate the queuing and discharge of vehicles. When a Traffic Controller is present in Whittier staging, motorcycles shall be staged separately from the rest of the traffic in the staging area or in Lane 7. A Traffic Controller in radio contact with the Tunnel Operator may also be appropriate during periods of extremely poor visibility.

3.4 Train Movements

During vehicle operations, the train movements cannot be safely accommodated without operator intervention. Cooperation between the Tunnel Operator and the ARRC dispatcher and train crews is essential to maximize the

tunnel utilization and minimize delays to both vehicles and trains. Under average conditions, it will take between 6 and 8 minutes to clear the tunnel of vehicles. Once clear, the Tunnel Operator shall not prevent the TCS from allowing the TSS to permit a train passage, except in an emergency. The Tunnel Operator can proceed through the TCS prompts to transfer control of the tunnel to the TSS. Once a train has received a permissive signal, the Tunnel Operator is locked out of the TCS and cannot regain control of the TCS until the train has cleared the tunnel area and the TSS has released control back to the TCS. Besides the use of ventilation fans and the DIS boards, the Tunnel Operator has no TCS device control while train mode is in effect.

To expedite train passage, ARRC trains should arrive at 20 minutes after the hour and 50 minutes after the hour when the tunnel is open for vehicle traffic. Trains have until 29 and 59 minutes after the hour to be on-site in Bear Valley or Whittier. Any train that misses their window will be able to use the next available window.

All uncoordinated train mode requests will be treated as an unprompted TSS (Train Signal System) train mode request. The Tunnel Operator will immediately contact the ARRC Dispatcher and confirm the nature of the unprompted TSS train mode request and will move the pending TSS train mode request prompt to the side to be dealt with at the end of the current traffic release. Once a TSS request has been sent it can be ignored until the tunnel is clear of vehicle traffic, but not cancelled. It will remain pending until it has been accepted after the Tunnel Operator has verified that the tunnel is clear of vehicle traffic.

Under no circumstances are personnel, contractors, or patrons allowed in the tunnel during train passage. All track violations and/or trespassers are accurately logged and recorded on CCTV. ARRC Dispatch shall be notified as well as all relevant law enforcement agencies.

For safety reasons, the safehouse ventilation automatically turns on prior to train passage while in train mode. After train passage, the air in the tunnel may need to be purged of diesel fumes and CO. Once the locomotive has cleared the entrance portal, the jet fans may be used to start purging fumes while the train cars exit the tunnel. Monitoring of tunnel CO levels and visual observations through the CCTV cameras shall determine the purge time necessary after trains. After train passages and the completion of any purge necessary, the safehouse ventilation will be turned off.

4 BLOCKED TRAFFIC

If the Tunnel Operator identifies a non-fire blockage in the tunnel (such as a stopped vehicle) the Tunnel Operator will initiate Blocked Mode. The TCS will not change its mode without the Tunnel Operator's direction. When this occurs, traffic signals located at each safehouse behind the stopped traffic shall change to red, prompting vehicles to stop. Signals ahead of the stoppage shall remain green to allow vehicles ahead of the stoppage to leave the tunnel. Also, all queue signals will change to red along with the metering signal to prevent additional vehicles from entering the tunnel. The entry gate will close after a brief delay. The Tunnel Operator shall notify the project team and continue to monitor traffic behind the blockage to confirm that subsequent incidents have not occurred. When a minor accident occurs and the vehicle(s) are not disabled, the motorist(s) are expected to exit the tunnel and stop at the nearest staging area.

Disabled vehicles must be removed prior to reversing traffic unless authorized by the Supervisor on duty. The disabled vehicles shall be moved to a pullout and traffic will be cleared from the tunnel. When a vehicle cannot be moved to a pullout, the loader may be used to move the vehicle out of the tunnel. If a train request is made while a disabled vehicle is within the tunnel, the Tunnel Operator shall not acknowledge that the tunnel is clear

when prompted by the TSS. The operator must immediately contact the ARRC Dispatcher to explain the nature of the delay and estimated time to clear the disabled vehicle. ARRC Dispatcher may authorize a stopped or disabled vehicle to be left in the tunnel at a safehouse pullout if it is clear of the track foul limits.

Disabled vehicles onsite that are not impeding train or vehicle traffic will be removed by the end of business or if it is on or near the end of business day will be removed at the start of the next business day. A supervisor shall contact a tow company once this time has expired and it will be towed at owner's expense.

When rock fall is observed while traffic is in the tunnel, the operator shall implement the appropriate "Blocked Traffic" mode to stop traffic behind the rock fall. Tunnel personnel shall move minor rockfall by hand or with the loader. In the event of major rockfall, the tunnel shall be evacuated, and the operator will limit traffic to emergency and essential personnel until an inspection determines that normal operations can resume.

In all tunnel blockages, the TCS will continue to monitor CO levels and issue an alarm to the operator if additional ventilation is required. Since the stopped traffic will result in longer exposures to CO, ventilation rates will generally have to be increased to reduce CO concentrations to 35 ppm, which is allowable for exposures up to 1 hour.

After the blockage has been removed, the Tunnel Operator shall release Blocked Mode in the TCS to resume normal operations. The TCS will then change the traffic signals in the tunnel from red to green. The traffic release process will then start from the beginning as though it is a new traffic release.

5 EMERGENCY OPERATIONS

If smoke and/or fire are present at a blockage, the Tunnel Operator has the option to select one of several fire modes or manually activate the appropriate devices. Upon selection of the appropriate fire mode, the TCS will change the tunnel ventilation. Once the fire mode is initiated, the TCS will activate the evacuation strobe lights behind the incident, directing tunnel patrons to evacuate to the nearest safe house. It is imperative that the Tunnel Operator initiate an emergency response immediately to stop additional vehicles from entering the tunnel and to prevent overcrowding of the safehouses closest to the incident.

While running traffic, the Superintendent or employee-in-charge shall ensure that one qualified incident commander is on-duty and a minimum of three firefighter-qualified employees are available to respond to the Bear Valley Portal within ten minutes of any emergency. However, the Superintendent or employee-in-charge may send one firefighter-qualified person to the Whittier side of the tunnel for limited periods of time for maintenance and operational reasons. Also, three standby firefighters in Whittier shall be able to respond to the Whittier Portal within fifteen minutes. In the event of a fire emergency, additional employees or assisting fire agencies shall backup the initial response team.

The Tunnel Operator can declare an emergency in the tunnel after the TSS has been given a tunnel clear acknowledgement. For immediate activation of the emergency override option, the TCS has a TSS "TUNNEL NOT CLEAR" interface option. This option is only utilized when the tunnel railway is compromised after the Tunnel Operator has verified and acknowledged clearance for the train mode and no direct contact is possible with the approaching train crew. Once the TCS is in the Operator Override mode, an ARRC representative must reset the system from the TSS signal bungalow in Bear Valley. The ARRC may elect to operate through the tunnel in accordance with railroad rules and the Tunnel Operator shall assist the ARRC.

In an emergency, the Tunnel Operator shall notify the tunnel emergency personnel of the incident by announcing "Code Red" over the radio. Responding personnel shall acknowledge the Code Red announcement. The Tunnel

Operator shall document all relevant times regarding an incident. This documentation shall begin with the initial identification of an incident and shall continue until the incident isterminated. All response times and significant data shall be recorded. A request for ambulance response shall then be made through Whittier Public Safety dispatch and AFD dispatch. The Tunnel Operator shall also request helicopter MEDEVAC as needed. DOT&PF and ARRC shall be notified immediately. The Tunnel Operator shall prevent additional traffic from entering the tunnel. Personnel shall clear the Staging Area exit lanes to provide access for emergency vehicles to the portal. Highway traffic shall be prevented from entering both staging areas at each access gate.

AAMT Fire Department (FD) personnel shall respond and provide basic first aid for medical and trauma emergencies that occur within the response area. Patient care will be transferred to local EMS agencies when a medical support unit arrives at the patient.

5.1 Incident Command

The Tunnel Operator will usually be the first staff person to become aware of an incident and notify emergency response personnel. The Tunnel Operator will assume the position of Incident Commander (IC) until command is transferred to another Tunnel Operator, a Supervisor, or an authorized Public Safety official acting under the authority of the Statewide Incident Command Structure. The IC shall provide initial size-up for dispatch and all responding units, control of the communication process, identification of the overall strategy, implementation of the attack strategy and unit assignment, requests for additional resources as needed, conduct periodic Member Accountability Roll Call (MARC), coordination and transfer of command as required, and return of companies to service and terminate command. The first unit on location shall assume Operations Command for all incidents at the facility. The AAMT Operations Officer or ranking medical care provider will have the tactical responsibility to direct activities in accordance with pertinent policy, procedure, law, and administrative direction. When patient care is transferred to another medical provider or agency, the level of care must be equal to or greater than the on-site provider. During all patient transfers, the patient and additional documentation become the responsibility of the agency or persons assuming the patient care. If there is a transfer of command, the Tunnel Operator shall remain at the TCS console and operate the TCS under the direction of the IC, until such time as they are relieved by another Tunnel Operator.

The purpose of the Incident Command System (ICS) is to fix the responsibility of command to one individual; provide strong visible and direct leadership as early as possible in the operation; and provide a system for the orderly transfer of command to a subsequent authority. The ICS is built around major management activities. The system shall be expanded or reduced to meet the differing needs of the emergency incident. Command has three basic fire ground responsibilities: life safety and welfare of all personnel; stabilization and confinement of the incident; property conservation. **The Incident Commander is responsible and accountable for his/her own safety and the safety of the responding personnel. Team members shall maintain a constant awareness of the position and function of allpersonnel working with them.** The objective of Command is to develop an organizational structure that keeps pace with the tactical deployment of resources. The basic configuration of a command structure includes threelevels. At the strategic level, the Incident Commander establishes strategic goals, priorities, resources, and oversees tactical level operations. At the tactical level, the Operations Officer develops tactical objectives, develops an action plan, and assigns tasks to meet tactical objectives, and oversees task assignments. At the task level, firefighters initiate the action plans and complete specific task assignments

The IC shall notify on-site response personnel and the appropriate assisting agencies of the emergency, and the IC shall continue to direct strategic operations. The Operations Officer, acting as the point of contact for the IC, shall direct tactical operations. This will allow clear directives and continuity an incident scene.

The following roles may be required depending upon the size of the incident:

- ***Safety Officer:*** The Safety Officer shall monitor safety conditions and develop measures for assuring the safety of all assigned personnel. The Safety Officer reports directly to the Incident Commander and has the ultimate authority to order the withdrawal of personnel from anyincident. If staffing limitations prevent the appointment of a Safety Officer, the Operations Officer shall act as the Safety Officer.
- ***Operations Officer:*** The Operations Officer shall provide on-scene command and control, identification of tactical objectives, development of an action plan, on-scene communications to the Incident Commander, request additional resources, terminate on-scene operations, and transfer on-scene command as required.
- ***Staging Officer:*** The Staging Officer coordinates the staging of support agencies and communicates with the Operations Officer to shuttle equipment and personnel from the staging area to the emergency scene. The Staging Officer provides a point of contact for arriving units and interfaces communications from assisting agencies to the Incident Command center.

5.2 Passport System

The Passport System shall be used by the IC, Operations Officer, and/or the senior Firefighter on the fire apparatus to account for those persons within their direct span of control. The Passport System primarily uses name tags, primary and back-up passports, and status boards. Status boards are located on both fire engines, both UTVs, in both portals, and at the TCC. The portal status boards will likely be unused unless a major incident occurs. Incident Commanders shall require the transfer and use of Passports at all fires, HAZMAT situations, large motor vehicle accidents, joint search and rescue incidents and multi-agency responses.

Responding personnel will carry at least 3 nametags in their helmets with an additional nametag on the TCC passport board. The Tunnel Operator or assisting personnel will mark on the TCC passport board as units call in over the radio regarding who is on what equipment.

Passport boards shall be located on the inside of the passenger's door for each fire engine or in a location easily accessible to the vehicle operator. The Passport is kept on the apparatus until it responds, and then the Passport board will remain with the apparatus operator as firefighting teams enter the Emergency Incident Perimeter. Personnel shall collect their Passport tags from the Passport board when departing the hazardous area and/or when directed to a new assignment.

In a larger incident with multiple apparatus/teams responding from a single portal building, and when the role of Operations Officer is reassigned to a firefighter outside of the Emergency Incident Perimeter or outside of the tunnel, another Passport board is located in the portal buildings. Since responders may already be inside when the new portal building Passport board is established, the Operations Officer may initiate a MARC and then write the names of responders by hand (tags will not be immediately available). The Operations Officer may then confirm MARC results with the IC.

When the responsibilities of an Operations Officer are transferred to another authority, the original Operations Officer confirm with the incoming Operations Officer that all personnel are accounted for, and transfer all Passports from teams or personnel under theircommand. The outgoing Operations Officer shall confirm with all team leaders under their direct command that a change in command has occurred.

5.3 Communication and Personnel Accountability

Team members must always be in contact with each other by voice (not by radio), visual, or touch. Radio or phone contact is acceptable for engine/UTV operators and Operations Officers when the team members or

other respondersare constantly aware of the position or function.

Personnel shall stay together as teams when inside the incident perimeter. When a member of a team is in trouble, the other personnel shall immediately assist, call for help, or request additional assistance.

The Member Accountability Roll Call (MARC) is conducted every 20 minutes at all fires, HAZMAT incidents, and multi-agency responses or in the event of a missing or injured responder, sudden hazardous change in conditions, a tactical change from offensive to defensive operations, an emergency evacuation alarm, or the incident has been declared "under control."

The Tunnel Operator starts the MARC clock when the first arriving apparatus arrives on location. The Tunnel Operator will notify all personnel stating, "All personnel this is a MARC." The Tunnel Operator shall conduct a roll call immediately following the MARC tone. The Operations Officers will conduct the roll call by whatever means are appropriate (i.e.: voice for units within range, vision for units he can see, or radio for units directly visible). When all personnel are accounted for, the Tunnel Operator will report the results of the MARC ("Command reporting, all personnel accounted for"). The Tunnel Operator, acting as the Incident Commander, can request additional MARCs at his or her discretion. MARCs can only be terminated by the Incident Commander once individual accountability is no longer needed.

When an Incident Commander presumes a firefighter or team is missing or trapped, the Incident Commander shall start rescue operations ASAP at the last known location. The Incident Commander shall then conduct a MARC of the emergency incident to confirm the status of missing personnel. Example: "Command to all personnel, an unidentified MAYDAY distress call has been transmitted, conduct a MARC of your personnel and report to Command."

5.4 Requests for Assistance

In most situations, the Tunnel Operator shall request assistance from Whittier Public Safety dispatch and/or Girdwood Fire Department via Anchorage Fire Department (AFD) dispatch. Helicopter MEDEVAC shall be called as needed. Other fire, medical, or rescue agencies may be dispatched by the AFD dispatcher. Illegal or dangerous incidents within the tunnel or staging areas shall be reported to Whittier Public Safety or Alaska State Troopers.

Handheld radios, programmed with the tunnel emergency and operations frequencies, shall be charged and available at the TCC for use by emergency responders and assisting agencies.

5.5 Evacuations

The tunnel shall be evacuated in the event of a fire, explosion, collision, HAZMAT incident, bomb threat, significant rockfall, avalanche, earthquake, or any other serious injury or loss of life. The Tunnel Operator shall prevent additional traffic from entering the tunnel. Personnel shall clear the staging area exit lanes to provide emergency access to the portals. When evacuation of the staging area is required, such as for avalanches or hazardous materials incidents, traffic shall be directed out of the staging areas to safe zones beyond the staging area access gates. Main gates at staging areas may be closed to prevent access once the facility has been cleared.

The Incident Commander shall establish the Command Center at the Tunnel Control Center if it provides a safe position (uphill, upwind, cross wind, etc.) and can be approached by all necessary agencies in a safe manner. Site access shall be restricted. The IC shall communicate information to all responders so that they are able to approach the scene in a safe manner.

When evacuation of the TCC is necessary, the Tunnel Operator shall attempt to access the RCC. When access is not possible through the tunnel, the Tunnel Operator shall attempt to contact an authorized Tunnel Operator on the Whittier side of the tunnel. In the event of total evacuation with no Tunnel Operator at the control panel, every attempt shall be made to prevent all personnel from re-entering the evacuation zone until a qualified agency or representative can determine that it is safe to return to the TCC or RCC area. Under no circumstances shall traffic be permitted to enter the tunnel while the tunnel is in "Traffic Mode" unless a qualified Tunnel Operator is manning the workstation.

The DOT&PF and ARRC will be notified in the event of any tunnel closures. Traffic will be restricted to emergency or essential traffic until inspection determines that normal operations can resume. The Tunnel Operator, Superintendent, or Shift Supervisor will notify AST and Whittier Public Safety dispatch as appropriate.

5.6 Mass Casualty Incident (MCI) Operations

MCIs are situations that result in injury or illness to multiple persons where: the resource capabilities of the initial response or the ability to transport patients to higher level care is exceeded; movement or evacuation of large numbers of citizens is required; a major area-wide disaster causes delays in patient care and transportation for an extended period. Patients will be triaged according to the immediate life threat of their injuries. Triage tags shall be carried aboard the fire apparatus and first aid kits. FD personnel shall be trained to perform a rapid patient assessment and determine the urgency for medical treatment and transport. The IC will immediately request assistance as soon as the triage process indicates that local resources will be overwhelmed.

The TCC shall serve as the primary medical staging area. The Whittier Portal Building shall be used when circumstances prevent evacuation of patients to Bear Valley. Air transport will be utilized for patients requiring transport to Anchorage hospitals from the Whittier portal location if conditions prevent ground transport through the tunnel.

The Tunnel Operator shall communicate the location, type of incident (i.e., vehicle accident, fire, hazardous fumes, etc.), number of possible patients, severity of the injuries, and immediate hazards to any assisting agencies. Key responsibilities are as follows:

Triage Officer – the first aid provider with the highest level of certification and experience. The triage officer shall account for and tag all patients, assign immediate treatment needs to available personnel not otherwise assigned, report the number of patients to the IC.

Medical Officer – the Girdwood or Whittier EMS Lead Medic. The Medical Officer will obtain personnel resources from the IC, assign a ground ambulance coordinator and Helispot Manager (as necessary), and communicate with receiving facilities regarding patient disposition and available hospital resources. The Medical Officer assigns treatment teams according to patient needs. The nature of an emergency may require multiple triage and treatment areas depending on the number and distribution of patients and availability of transportation. The treatment teams will assess/treat patients and direct removal of patients to assigned ambulances or temporary treatment areas.

Ground Ambulance Coordinator – manage the temporary treatment area, direct the transport of patients to hospitals, and ensure that patients are transported with adequate treatment team personnel. The Ambulance Coordinator will also record the ambulance, hospital disposition, and accompanying medical personnel for each patient. This information will be forwarded to IC after all patients have been transported

Helispot Manager – establish and control a landing zone, direct the landing and take-off of the aircraft, and direct patient loading in conjunction with the flight crew.

5.7 Incidents Involving the ARRC

Incidents involving ARRC equipment shall be under the direction of the ARRC response protocols if the incident is limited to ARRC equipment and personnel. Tunnel Operators shall notify the ARRC Train Dispatcher (1-907-265-2504) or the ARRC Command Center (1-907-265-2581) of the location, suspected dangers, car contents, and condition of the cars. The ARRC dispatcher shall activate the ARRC Emergency Response Plan. The train dispatcher is likely to have radio communications with the train.

Assume all ARRC freight train incidents will result in the release of hazardous material from ARRC cargo. ARRC dispatch is responsible for clearing the tunnel for vehicle operations after the roadway is clear and the tunnel atmosphere is within permissible limits. Establish a perimeter, isolate, and deny entry to area, evacuate the immediate area, and address potential release exposures. Consider topography for liquid runoff or vapor release and determine the weather conditions. Request waybill from conductor or engineer if accessible and provide to other assisting agencies as necessary.

Assume ARRC passenger train incidents will be MCIs. Confirm accident and determine the number of railroad cars involved. Determine type of incident (i.e., derailment, collision, etc.), number of patients, and types of injuries. Provide access information or restrictions for additional response units. Identify fire or hazardous conditions that are present or have the potential to develop. Assess entrapment, entanglement, and patient access for removal. Request additional resources as necessary (i.e., police, wreckers, heavy equipment, etc.).

Tunnel personnel shall provide the appropriate information to the AFD dispatcher for incidents requiring hazardous material response teams or other specialized rescue teams. Personnel shall be evacuated from the immediate vicinity and clear the Bear Valley and Whittier staging areas. Entry to the area shall be restricted to emergency response traffic only and shall be monitored at the staging area access gates or nearest safe perimeter. Arriving emergency responders shall be directed to appropriate staging locations, explain the situation, and warn of potential hazards.

5.8 First Aid and Medical Emergencies

AAMT FD personnel shall be the first responders to medical emergencies occurring on-site. Only FD responders certified as a State of Alaska ETT or higher are permitted administer oxygen. The Tunnel Operator shall contact Whittier Public Safety, AFD, Girdwood EMS or Helicopter MEDEVAC for response to medical emergencies. The Tunnel Operator shall direct all responding personnel/agencies access to the scene. Basic first aid equipment is stored in the safehouses, portal buildings, and the TCC. During medical emergencies, tunnel traffic shall be stopped, and the tunnel cleared for emergency vehicle use. In cases of immediate threat to patient life or health, the first arriving agency shall be given priority access and shall assume patient care.

The first aid provider with the highest level of certification and experience shall direct patient care. First aid providers will attend to their assigned patients until relieved or care is formally transferred to an equal or greater medical authority. Patients with a significant mechanism of injury, back or neck pain, or other injuries where rapid extrication is not indicated, will be moved by or under the direction of Girdwood EMS, Whittier EMS, Helicopter MEDEVAC. The level of care provided shall not exceed the level of certification of the responder providing patient care. The first arriving unit will provide a size-up and establish on-scene command. The size-up shall include the number of patients, patient medical status, and pertinent rescue information.

5.9 Extrication

The IC shall request additional resources or equipment as necessary. The Operations Officer shall establish scene control, perimeter, inner circle, and outer circles. The extrication team shall pull one 1-1/2" (minimum) handline and charge; stabilize vehicle; assess and stabilize the patient; extricate patient; and provide medical assistance. The Operations Officer or IC will determine whether rescue is complete and the area is safe. Damaged vehicles will then be removed from the tunnel and the area will be cleaned; traffic may then resume.

5.10 Fire Alarm and Fire Emergencies

The primary fire detection method uses fire alarm pull stations located in the TCC, Bear Valley public restrooms, portal buildings, and at each emergency telephone location in the tunnel. Additionally, the TCC, Bear Valley public restrooms, portal buildings, and safehouses are equipped with smoke or heat detecting devices. All devices are connected to Fire Alarm Control Panels (FACP). Upon initiation of a fire alarm, the FACP shall signal the TCS and activate the audible and visual alarms in the area to alert the public and employees of the emergency. The TCS shall display the zone and corresponding FACP location where the alarm signal originated. As a redundant safety measure the FACP also sends a signal to Johnson Controls. For alarms occurring during operations, Johnson Controls contacts the Tunnel Operator. After hours, Johnson Controls uses their alarm notification call-out list to contact site representatives for direction.

The Tunnel Operator must rely on the CCTV system to learn details of a fire alarm incident and act accordingly. The Tunnel Operator shall not place the tunnel into the fire mode without a visual or voice confirmation that a fire exists. If an automatic fire alarm is activated within a safe house room or portal building, the TCS shall prompt the Tunnel Operator to close the tunnel to additional vehicles but will allow vehicles already in the tunnel to exit. The Tunnel Operator shall continuously monitor the vicinity of the alarm using the CCTV for any sign of smoke or fire to ascertain that it is safe for vehicles to pass through the area where the alarm initiated. When the Tunnel Operator observes smoke or fire, the Tunnel Operator shall implement the appropriate fire mode in the TCS as for a fire alarm pull station. A digital communicator will automatically notify the central monitoring station whenever a fire alarm is generated, automatic or pull station. At the first opportunity following the activation of a fire alarm, the Tunnel Operator shall contact the proper emergency services and then the central alarm monitoring station to communicate the nature of the incident.

If a fire exists, the Tunnel Operator may activate "Fire Mode", "Block Mode", or select another appropriate emergency action. When "Fire" or "Blocked Mode" is selected, the TCS will maintain green traffic signals at each safehouse downwind of the incident to direct motorists to exit the tunnel and signals upwind of the incident will change to red. All queueing signals and metering signals shall change to red to prevent additional traffic from entering tunnel, and the entry gate will close after a brief delay. Strobe lights and signs behind the incident will notify drivers to evacuate to safehouses. The safe house ventilation systems will turn on automatically in "Fire Mode". When necessary, the Tunnel Operator shall operate the ventilation system to ensure that the proper positive airflow is established. If selected, the Fire Mode will activate one or both portal fans at the entry end of the tunnel. Activation of the portal fans prompts the adjacent portal doors to close so that the positive pressure generated by the fans can be maintained throughout the length of the tunnel. While a single portal fan may provide sufficient velocity to prevent smoke back layering from a fire, two adjacent portal fans shall be considered initially on all fires. In most situations, the tunnel jet fans should not be utilized during a fire because they may not provide adequate wind velocity and they can fail if exposed to high temperatures or products of combustion. While the portal fans are in operation, access into the tunnel is available through man doors on both the north and south side of each portal. The Tunnel Operator can open the adjacent portal door for short durations to allow vehicle access. Vehicles downstream and in front of the incident proceed toward the exit.

Vehicles stopped upstream and behind an incident are supplied fresh from behind them while smoke and/or fumes will be exhausted downstream of the incident. The portal downstream of the incident provides the most direct and unobstructed route to an incident after motorist exit the tunnel. However, the fire truck shall not be permitted to enter the tunnel if heat, smoke, and/or low oxygen levels are such that engine starvation or overheating could occur. Motorists upwind of the fire can stop and evacuate to the nearest safehouse. The safehouse interiors shall be illuminated, safehouse ventilation started, and strobe lights and signs shall emphasize the need to use safehouses.

The TCS is capable of monitoring CO at four locations in the tunnel. However, during fire conditions the integrity of these detectors is unreliable. During fire emergencies, monitoring of oxygen and CO levels shall be conducted using handheld detectors (located in each fire engine) whenever personnel are in the tunnel.

The AAMT FD shall have responsibility for fires that involve buildings and vehicles on site with the primary goal of reducing fire extension using a rapid attack. The Girdwood Fire Department and/or Whittier Fire Department will respond upon request from the IC to provide supplemental support personnel, establish a water shuttle operation, and assist in defensive attack operations. The IC shall determine the incident strategy and shall direct and approve entry into the tunnel for each responding unit. The AFD can respond for hazardous materials incidents, fires involving large vehicles, technical rescue, and MCIs.

FD personnel shall be dispatched by radio. All available personnel shall report to the Bear Valley portal and Whittier portal immediately. The priority in a fire is for the safety of the response personnel. Firefighters shall wear Self-Contained Breathing Apparatus (SCBA) at all times during fire operations, overhaul, and salvage operations; PASS devices must be activated. In certain situations, tunnel response may not require immediate donning of SCBA mask though all SCBA components must be with the responder. The first AAMT emergency vehicle on-scene will establish Operations Command, size-up, assess conditions, perform search and rescue (if needed), locate/confine/extinguish fire, overhaul/salvage, and eventually terminate command. All personnel must report to the Operations Officer for clearance before entering the scene of a fire. The second AAMT engine shall provide secondary support and additional water as necessary. If an AAMT engine cannot exit the tunnel to attack a fire on the far side of the tunnel, then the IC will coordinate with the assisting agency or agencies to provide instruction and personnel for initial attack. The AAMT FD shall establish an Operations Officer to interface with the assisting agency officer. An assessment and action plan will be determined and implemented by both agency officers while under the direction of the AAMT Incident Commander.

The second priority at the scene of a vehicle fire is rescue. Firefighters shall conduct a perimeter search of the immediate area for ejected victims, fuel spills, electrical hazards, ignition sources, and other hazards. Evacuation of ambulatory motorists shall proceed as necessary to create a safe zone around the incident. Ambulatory motorists shall be directed to a safehouse or tunnel portal. All involved vehicles shall be stabilized prior to the commencement of extrications activities. Patient removal shall begin with the most critical patients first. Under no circumstances shall a single firefighter be within 1 safehouse of an incident without a second firefighter present.

A minimum of two members of the FD shall respond to incipient fire emergencies. Incipient fires are easily controlled by a fire extinguisher or hand line. When the Tunnel Operator determines that a fire has advanced beyond the incipient stage, a minimum of two firefighters responding with a fire engine or UTV shall assist initial attack personnel as directed by the IC. The "two-in, two-out" rule will prevail as required by OSHA, but it does not apply in cases of rapid victim rescue. However, a backup crew must be established as soon as personnel are available. When possible, a Rapid Intervention Team (RIT) will be utilized in place of the Two In/Two Out Additional FD members or assisting fire departments are required to back up the initial response team with an

equal or greater number of people.

The IC shall request assistance from Girdwood and Whittier EMS anytime there is the potential for traumatic injury. Transfer of patient care shall be conducted as soon as qualified medical personnel arrive on location.

In a structure fire, two handlines 1½" or larger shall be stretched and charged prior to entering any building with smoke showing or if there is good reason to suspect that a fire is inside. One line shall be use for initial fire attack and the other shall provide backup. Ventilation shall occur prior to entering any building with smoke showing or if a strong suspicion exists of a fire inside the building. Any deviation from this must be cleared with the Incident Commander prior to entry. In the case of rescue, the rescue team may enter the building prior to ventilation only after contacting the Operations Officer. For interior attack, a two-person team shall perform the initial attack with a two-person back-up team prepared to assist.

When the fire is under control and suppression can be achieved with the available equipment, the Operations Officer shall report to the IC and begin overhaul to check for extension and hidden fire. Salvage operations shall be conducted throughout the fire suppression activities. Assist AST in accident investigation and documentation. For investigation purposes, it is imperative that scene clean up and vehicle removal be conducted after the conclusion of the AST (or investigating agency) investigation procedures.

When the fire cannot be controlled, the IC or Operations Commander shall initiate an evacuation with a radio broadcast and three distinct blasts from the fire engine air horns. The team shall conduct a rapid search near the incident to verify the area is clear of victims, firefighting personnel, and equipment and then exit the tunnel. Attempts to extinguish the fire shall not resume until the fire has burned all consumable fuels to the point of decay. All fire crews shall evacuate the tunnel immediately and the IC shall initiate a MARC. Motorist evacuees shall be instructed to remain inside the safehouse until a firefighter returns to assist them.

A senior member of the Girdwood or Whittier EMS staff shall be appointed as the Rehabilitation Officer and will be responsible for set-up and management of a rehabilitation sector. The Rehab Operations Officer shall report to the Operations Commander. Rehab Operations responsibilities include monitoring firefighter hydration, injuries, pulse rates (120 beats/minute or less for 2 minutes prior to reentry), signs of heat exhaustion, and to provide supplemental oxygen and change air bottles as needed.

5.11 Earthquake

The tunnel does not have automatic earthquake sensors. As soon as the Tunnel Operator suspects an earthquake, the Tunnel Operator shall stop traffic from entering the tunnel and scan the tunnel for rock falls or other problems using the CCTV. Traffic in the tunnel shall be monitored for safe egress. When rock fall is observed, the operator may implement the "Blocked Traffic" mode to stop any traffic behind the rock fall. When the tunnel is clear of vehicles, the operator shall close the tunnel to general traffic. Minor rock falls will be moved by tunnel staff to allow vehicles to exit. Tunnel staff shall perform a tunnel sweep when safe to check for rock fall. If inspection reveals an unsafe condition, then the tunnel shall remain closed and limited to emergency or essential traffic until the unsafe condition has been mitigated. Notify the DOT&PF Tunnel Facility Manager, ARRC Dispatcher, and the AAMT team management if the tunnel is closed and again if subsequently reopened.

The Tunnel Operator shall not implement or encourage evacuation to the safehouses unless a fire emergency exists. However, the safehouses can offer limited protection in an earthquake under the area of the doorjambs and benches. The safehouses offer water and first aid materials if evacuation is not immediately possible following an earthquake.

5.12 Tsunami

The Whittier Portal Building is located approximately 60 to 70 feet above sea level and one mile inland from Passage Canal. Every effort shall be made to provide a clear means of egress from the community of Whittier should the potential of a tsunami exist. Whittier Public Safety Dispatch will call the Tunnel Operator if they have been notified of a tsunami warning. The Tunnel Operator shall contact Whittier Public Safety or Tsunami Forecast Center in the event of any significant earthquake event. If a Tsunami warning is issued, the Tunnel Operator will cease all eastbound traffic (into Whittier) and clear the tunnel of traffic, establish westbound traffic and evacuate Whittier Staging Area, Whittier Portal Building, and the tunnel. The Whittier portal door, traffic gates, and staging area gates shall remain open for evacuees. Use the CCTV system to monitor the Whittier staging and portal areas.

5.13 Avalanche

The tunnel area does not have automatic avalanche sensors. As soon as the Tunnel Operator senses (or suspects) an avalanche, the operator selects the "Avalanche-Bear Valley" or "Avalanche-Whittier" mode. Once confirmed, the AAMT FD shall provide initial response to avalanche incidents on the Bear Valley access road, within the Bear Valley and Whittier Staging Areas. The Tunnel Operator shall account for all AAMT FD personnel on duty. The FD will report to the TCC for hasty search assignments for avalanches involving the Bear Valley Portal. Avalanche probes, shovels, and beacons in the TCC. Additional shovels and probes are in the generator rooms of each portal. The Girdwood Fire Department and Whittier Public Safety shall provide secondary response and should be contacted if there is potential for burial of victims. Ultimately, the AST has the responsibility of search and rescue operations unless delegated to another agency, such as AFD, AMRG, Alyeska Ski Patrol or other specialized organizations.

When the avalanche is at the entry end, the TCS will then prompt the Tunnel Operator to determine if any blockages exist between the queue lanes and the tunnel entrance. If a blockage exists, the TCS will return to Idle mode after the tunnel is empty so that the blockage may be addressed. If not blocked, the Tunnel Operator may remove the Avalanche condition and release traffic. When the avalanche is at the exit end, and if the roadbed is blocked, the Tunnel Operator will then need to request assistance in evacuating the tunnel and determine if any vehicles in the staging area may be buried, using the CCTV's, and notify emergency personnel as appropriate. All personnel and patrons shall remain out of the slide zone until an inspection has been completed by DOT&PF. Once avalanche debris has been cleared and authorized by DOT&PF, the Tunnel Operator may resume traffic operations. The Tunnel Operator shall notify the DOT&PF Tunnel Facility Manager, ARRC Dispatcher, and the O&M Contractor's Site Manager of tunnel's open or closed status.

When the avalanche is at the entry portal, all traffic shall be stopped from entering the tunnel portal area. Traffic in the tunnel shall be allowed to traverse to the other portal and exit. If the avalanche is at the exit portal, the operator shall initiate a "Blocked Mode" stopping all traffic in the tunnel. Motorists will be instructed to shut-off their engines and stand by for additional instructions. Tunnel traffic shall be evacuated at the earliest opportunity. In the event the exiting traffic is blocked due to an avalanche, tunnel traffic shall be stopped, and contact made with the motorists. Evacuation to the entry side of the tunnel shall be carried out as soon as response personnel are available.

Bystanders and non-essential vehicles and equipment shall be evacuated to a safe zone and additional non-essential traffic or personnel shall be prevented from entering the search area. All witnesses to the incident shall be held and interviewed for assistance in locating trapped victims. Witnesses and related information must be

forwarded to the AST coordinator or other rescue agency unitleader. Rescue vehicles and personnel must stage away from the slide zone. Any rescue personnel in a potential slide area must have a spotter in place prior to initiation of a prolonged search effort. Removal of victims shall be conducted immediately upon discovery whenever possible. Victims shall be moved away from the slide area into a safe zone or ambulance. Due to the forces and dynamics of an avalanche debris pile, victim recovery can be significantly delayed. Patient care shall begin immediately upon discovery of a victim. Girdwood or Whittier EMS shall assist with patient stabilization and care as soon as the patient is accessible. Because most injuries associated with avalanches are trauma-related, rapid transport to definitive care shall be a priority in all avalanche victim recovery incidents.

5.14 Confined Space Rescue Operations

Direct supervision is required for all operations within confined spaces. All safety precautions and procedures shall be rigidly enforced to avoid premature commitment to unknown risks. Confined spaces are large enough so that an individual can bodily enter and perform work, but they have limited means for entry/exit and are not designed for continuous occupancy.

Typically, a Confined Space Rescue Permit is required if there is a possibility that a confined space has the potential to contain a hazardous atmosphere or; the space contains a material with the potential for engulfment of an entrant (i.e. sand, coal) or; the space has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls, or a floor which slopes downward and tapers to a smaller cross-section; (i.e. hopper) or; the space contains any other recognized serious safety or health hazard. However, company policy dictates that all confined spaces require a permit at our site.

Before the Permit is completed, a supervisor must be selected. The supervisor signs the permit to authorize entry after the space is made safe for rescuers to enter and after the permit is completed. The following roles are required for Confined Space Rescues:

- Rescue Team (Entrants): If size of confined space allows, select two entrants. Note that the Supervisor can be an entrant.
- Back-up Rescue Team: For each primary rescuer there needs to be a back-up rescuer. The back-up rescuers are equipped the same as the rescuers and remain on stand-by near the entry while the rescuers are inside.
- Attendant: The attendant monitors the entry to the confined space and keeps in contact with the rescuers.

Permits should contain a condition assessment. DO NOT enter the confined space in haste (breaking the plane in the opening considered entry). Most confined space hazards are related to poor atmospheric conditions. Determine how many victims may be present. When testing the atmospheric conditions of the space, test first for oxygen levels, then LEL's, then for other toxic gases. Determine what additional resources are needed and call for them.

FD personnel are not to enter permit required confined spaces without confined space rescue training/certification. Use and completion of the Confined Space Rescue Permit is mandatory per OSHA regulations prior to entry. This permit was intentionally written to provide a basic Standard Operating Guideline for use in the field. Use the Permit as both a guide and checklist to walk you through the procedures necessary to safely and effectively handle a permit required confined space incident.

Necessary equipment may include:

- Respiratory Protection

- Fall Protection - Mandatory if over 5 feet. Use tripods if needed.
- Lifelines - Use is mandatory. Use with full body harnesses. OSHA requires use of non-entry rescue techniques for our own rescuers, if feasible.
- Atmospheric Monitors - Use is mandatory if potential hazardous atmosphere exists.
- Communication Equipment - A means of communication between entrants and attendant is mandatory. In a non-explosive atmosphere, use of standard portables is acceptable. In a potentially explosive atmosphere, use the intrinsically safe radios.
- Lighting - Use intrinsically safe lights if atmosphere is potentially explosive.
- Helmet/gloves: Use lightweight hard hat type helmets from high angle gear.
- Spark proof tools: Located on AAMT Engine 1,2, and on state HAZMAT Unit; use in a potentially explosive atmosphere.
- Victim removal devices: Anklets, wristlets, harnesses, and SKEDS.
- De-con equipment: When necessary.
- Encapsulating suits: When needed for a toxin that is present in the confined space. If this were the case, only members of the state HAZMAT team would make entry.

Before entry, conduct a pre-entry briefing on the location/condition of victims, hazards that exist in space. Record the time of rescue team entry to monitor fatigue level of rescuers as well as air supply levels. Before entry is made, the supervisor must sign-off, indicating that all the necessary steps have been taken to make for a safe entry. During entry, maintain a log of atmospheric readings every 5 to 10 minutes and maintain communication with the rescue team. After the incident, the Permit needs to be filed and kept on record for one year.

5.15 Hazardous Materials (HAZMAT) Incidents

When responding to hazardous material incidents, the priorities of the AAMT FD are life, property, and the environment. Rapid recognition of a hazardous material release will allow for immediate isolation and evacuation of the facility and surrounding area. If possible, the Tunnel Operator shall attempt to identify the hazardous material in an incident. The transportation of hazardous materials through the tunnel is prohibited. Information regarding restricted materials is outlined in the tunnel brochures, posted in the Whittier staging area, and posted on the Alaska Department of Transportation (DOT&PF) website. Westbound traffic from Whittier does not travel through tollbooths, however, so a cursory examination for compliance is not possible unless by CCTV. Small quantities (above the legal limits) of propane, gasoline, and other hazardous materials may enter the tunnel undetected.

Emergency response to a hazardous material incident is initiated by the Tunnel Operator upon notification or recognition of any oil, fuel, chemical or other hazardous material spill that occurs within the limits of the AAMT. The Tunnel Operator shall determine if efforts can be made to rescue victims and protect property without endangering responders. Motorists taking refuge in the safehouses shall be directed to remain inside until the danger has passed. All other personnel shall be evacuated from the area. Entry to the area shall be restricted to emergency response traffic only and shall be monitored at the staging area access gates.

The AAMT FD is trained to a hazardous materials operations level, which means the FD will respond in a defensive fashion without trying to stop the release (which is considered an offensive action). The FD will confine the release from a safe distance, keep it from spreading, and prevent the direct contact or exposures to themselves. The "critical stage" for hazardous materials incidents occurs during the first few minutes after arrival of first responders. This stage poses the most severe danger to first responders who are unprotected and approach the scene to identify the materials involved. The FD's primary goals are the identification and stabilization of an incident by containing or confining the material to as small an area as possible to protect nearby persons from the effects of the release. Necessary steps to ensure adequate protection for personnel include establishing a "safe" perimeter, following a protocol for entering the incident site, and using proper protective clothing.

The Incident Commander is the site manager for all people, responders, and owners and has responsibility for the incident. All agencies, without exception, when responding to hazardous materials incident shall report to the Incident Commander. Upon recognition of a hazardous materials incident, the Incident Commander shall appoint a Safety Officer, who cannot be overruled by anyone in decisions concerning personnel safety. The IC is responsible for contacting Girdwood Fire Department, AFD, and Whittier Public Safety for assistance. The state HAZMAT Response Team (HMRT) can be requested through AFD. The Incident Commander is responsible for ensuring the safety of EMS personnel. In the case that training has not been performed to the necessary level for the actions at hand, the EMS personnel shall be limited by the Incident Commander to perform only actions within their abilities and knowledge. The Tunnel Operator (IC) shall establish command of the incident and provide a size-up to all responding personnel. The Tunnel Control Center shall serve as the Incident Command Post. In the event the TCC is compromised and tunnel operations is necessary for mitigation of the incident, the Remote Control Center (RCC) may be utilized as a command post. In situations involving potential exposures at the TCC, RCC, or throughout both staging areas, all personnel must evacuate the vicinity and a mobile command post established.

The FD first responders shall approach HAZMAT incident sites from uphill/upwind to deny access to site to all personnel (first responders AND the public) at the earliest possible moment. The first arriving responders will establish a control zone (cold zone) from which to commence operations. This zone should be a minimum of 500 feet for bulk packaging (greater than 119 gallons liquid / 882 lbs solid / 1000 lb. compressed gas) and 200 feet for non-bulk packaging, unless otherwise stated. The only exception for providing access to the site is for the HAZMAT team (technician level or higher). A 500- foot radius is recommended for any unknown material. The current edition of the ERG initial minimum recommended distance is 150' for all spills and leaks. The FD shall also establish a means of egress in advance. Once on site, all vehicles shall face away from the incident and all personnel shall be informed of the route of egress, which shall be illuminated at night. Three long blasts on the air horn is the emergency evacuation signal to an area of refuge (an area inside the hot zone or control zone while awaiting decontamination). **At no time shall the FD attempt to enter the contaminated area to identify the material.**

FD responders can also isolate the hazard from a safe distance as directed by the IC by diking storm drains ahead of the spill, digging a holding pit for the product to run into, or damming an area to keep the product out of any type of water system. **This should only be attempted if it is possible to stay upwind and out of the product or its vapors.** Sandbags and spill prevention control and countermeasure (SPCC) kits are stored in each safehouse fire equipment room for use in containing spills and preventing run-off from entering the tunnel drains if containment can be done without exposing responders.

Once the scene is initially secured, access controlled, and the hazard isolated, steps can be taken to more positively identify the materials involved and their hazards. Information of importance is:

- Container shape: Pressure or non-pressure containers; portable tanks, cargo tanks, rail tank cars and

cylinders; special containers may carry special products

- Occupancy and Location: Type of facility and what is manufactured there; the location of incident in relation to exposures
- Markings and Colors: Marking numbers that designate a UN/NA HAZMAT of some kind; the color of the container may give you some information, such as acid strip, top 2/3 white LPG, candy stripper hydrogen cyanide, etc.
- Placards and Labels: DOT&PF placards; NFPA 704M; United Nations Hazard Class Numbers
- Shipping Papers: Only retrieve shipping papers if you are able to stay out of the product and its vapors; approach upwind
- Senses: Visually size up the area; assess for visible indicators such as smoke, vapors, or running liquids; odors (not recommended though an indicator that the responder may be too close in certain situations).

Rescue of endangered individuals at hazardous materials incidents should not be performed unless the safety of the rescuers can be assured. Initial Rescue should concentrate on removing able-bodied persons, the so-called "walking wounded", from immediate danger. Difficult extrication situations should be evaluated before being attempted. When the probability is high that the victim can't be saved or is already dead, rescue should not be attempted if it will place the rescuers at unnecessary risk. Contaminated personnel should not be handled unless the product of contamination has been identified and its toxicity known. A basic decontamination station shall be established upwind and uphill from the site of contamination and near the Area of Refuge (a holding area for contaminated persons to await decontamination from the HAZMAT team).

Evacuation is considered a long-term operation. Suggested distances for evacuation will follow guidelines set forth in the DOT&PF EmergencyResponse Guidebook. The worst-case scenario should always be used, as it is better to evacuate too large an area rather than too small an area.

The shipper, spiller, and/or owner are responsible for the recovery and cleanup stage of the incident. The final stage of the incident is recovery and cleanup. The shipper, spiller, and/or owner are legally responsible for recovery and clean up. The AAMT FD will not actively participate in this stage. The Incident Commander shall consider the use of private cleanup contractors to terminate the AAMT FD's involvement at an incident.

5.16 Equipment Out of Service or Power Failure

Critical systems are required for safe function of the tunnel. Failure of these critical systems means that additional actions must be implemented to maintain the safety of the facility for the traveling public. During a power failure, several critical systems will be offline. Generators at each portal shall automatically start-up and provide power to critical operations and safehouse ventilation systems. Equipment supplied with auxiliary power include the TCS computer, CCTV, and associated electronic systems; traffic signal lights and traffic gates; FACPs; tunnel lighting; portal doors; and safehouse ventilation. Since the generators may take up to 10 seconds to transfer the power loads, momentary loss of power to these systems should be expected. Critical systems (such as the TCS computer and communications systems) have an uninterruptible power system (UPS) located in the TCC to avoid any interruption in power. However, tunnel ventilation systems are not on the emergency power system. Using fans during an outage will appear normal, but the air flow indicators on the TCS will indicate that air is not flowing as directed.

Refer to the appendices under Tunnel Operator References for a list of minimum equipment for tunnel operation. If multiple systems are not operational, tunnel operations shall be modified to include shutting down the tunnel to the public. The DOT&PF Facility Manager has the authority to reopen the tunnel with equipment out of service. However, the method of opening must be agreed upon by the appropriate personnel. One option

is to deploy a Traffic Controller in radio communication with the Tunnel Operator to locally control equipment or facilities and/or monitoring traffic operations. Another option is to "platoon" a group of up to 20 patron vehicles through the tunnel using a lead and a sweep vehicle; multiple platoons are permitted by adding pairs of tunnel controllers with vehicles and radio communications. Another option is detailed below.

5.17 Platoon Alternative Operations

In the summer season with high traffic levels, platooning vehicles will not provide a reasonable level of service to the public. Refer to appendix for Tunnel Operator References for a list of minimum equipment for tunnel operation. As an alternative to platooning vehicles, the following steps may be taken to maintain traffic flow:

- In Bear Valley Staging Area: One firefighter shall occupy the Bear Valley fire engine and remain near the Bear Valley Portal. One firefighter shall occupy the Bear Valley UTV and report to Safehouse 3. Toll collection staff will be reduced from two toll collectors to one toll collector (if necessary). The Bear Valley ATV will be positioned near the Tunnel Control Center. In the event of an accident, the toll collector that is on-duty will use the ATV to drive to Bear Valley Portal and occupy the Bear Valley Engine as directed by the Incident Commander.

- In Whittier Staging Area: The traffic controller shall remain in Whittier in their assigned vehicle. In the event of an accident, the traffic controller will drive to Whittier Portal and occupy the Whittier Engine as directed by the Incident Commander. Two Whittier standby firefighters shall be recalled. One will occupy the Whittier fire engine near the Whittier Portal. One will occupy the Whittier UTV and report to Safehouse 6.

- When natural airflow coincides with traffic flow, traffic releases and metering will be in accordance with normal operations. When natural airflow is in the opposite direction, the staging area will release with normal metering, but only one lane will proceed into the tunnel at a time. When the last car in a lane is between Safehouses 4 and 5, the subsequent lane will be released.

- All personnel engaged in this alternative to platoon operations will maintain contact with the Tunnel Operator via radio. All personnel in emergency vehicles will wear partial turnout gear (pants and boots) to facilitate response in the event of an emergency.

6 SITE SAFETY AND PERSONAL PROTECTIVE EQUIPMENT

Employees shall be provided with provide appropriate personal protective equipment (PPE) such as gloves, hardhats, eye protection, hearing protection, safety-toe boots, high-visibility vests and/or coats as needed to perform work safely. Personnel that are also serving as firefighters shall be issued turnout gear (bunker coat & pants, gloves, eye protection, Nomex hood, boots, SCBA masks). Facilities are available for laundering PPE on site. Firefighting gear is provided to the O&M Contractor by the State of Alaska. Other PPE is made available by the Company. Disposable (single use) gloves such as surgical or examination gloves shall be worn when it can be reasonably anticipated that the individual may have contact with blood or other potentially infectious materials or bodily fluids.

All firefighters shall have their masks fit-tested annually. Hair style and/or facial hair shall not interfere with the seal of a firefighter's SCBA mask. Individuals with facial hair may be subjected to more-frequent fit-testing. Refer to the appendices for the Respiratory Protection Plan regarding SCBA maintenance.

Emergency vehicles shall receive weekly preventative maintenance inspections. Safehouse fire equipment shall be inspected daily before traffic can enter the tunnel.

Refer to appendices for the Bloodborne Pathogen Control Plan and the Respiratory Protection Plan.

APPENDIX 1: TUNNEL OPERATOR REFERENCES

APPENDIX 1: TUNNEL OPERATOR REFERENCES

* NOTE: this is not a stand-alone document; it is an appendix to the *AAMT Tunnel Operations & Emergency Response Manual*.

1 DETAILED TRAFFIC CONTROL SYSTEM (TCS) PROCEDURES

The Traffic Control System (TCS) has been programmed for the following normal operating modes.

Open Tunnel Modes – Tunnel Control Center (TCC) occupied; tunnel open to vehicles; not available for trains.

- **Westbound Traffic and Eastbound Traffic** – Default settings.
  - ***Winter*** – Minimizes ventilation and door openings to control icing.
  - ***High Wind*** – Use of portal fans and doors for positive air control.
- **Idle** – Tunnel open but is closed to the public; available for maintenance.
- **Maintenance** – Similar to Idle, but no alarms will activate except in the case of a fire.

Closed Modes

- **Train** – Closed to vehicles. This mode is initiated automatically by the Train Signaling System (TSS) or manually by the Tunnel Operator/Alaska Railroad Corporation (ARRC) dispatcher; control room remains occupied. This mode only instructs the TCS to:
  - (1) prevent vehicles from entering the tunnel,
  - (2) give a "tunnel clear" indication to the TSS stating when all vehicles have exited. The TSS will not allow a train to pass until the TCS indicates that the tunnel is closed to vehicles.
- **Closed** – Nightly shutdown; control room unoccupied; TSS receives a "closed" indication.
- **Emergency Access** – One-way passage; control room unoccupied; access initiated by the ARRC Dispatcher via Foul Time; TSS receives an "open" indication.
- **Highway Maintenance Vehicle Access** – TCC unoccupied; initiated by the ARRC Dispatcher via Foul Time; TSS receives an "open" indication.
- **Rail Vehicle Maintenance Access by Road** – TCC unoccupied; access initiated by the ARRC Dispatcher via Foul Time; TSS receives an "open" indication.
- **Rail Vehicle Maintenance Access by Rail** – TCC unoccupied; access initiated by the ARRC Dispatcher via Track and Time; TSS receives an "open" indication.

1.1 TCS Operation – Vehicle Movements

1.1.1 *Initial Morning Tunnel Opening from Closed Mode*

When tunnel staff arrive at the TCC in Bear Valley, the Tunnel Operator receives authority from ARRC Dispatch and then begin the tunnel opening procedure as prompted by the TCS. The sequence detailed below assumes the TCS is in the Closed mode. The Tunnel Operator energizes the closed-circuit television

(CCTV) monitors, TCS workstations, and radios, and then logs into the TCS workstations. Each Tunnel Operator shall have a unique identification and password, which will be recorded by the TCS. It is important that anytime the Tunnelperator is relieved, the tunnel operator substitution is entered into the TCS so that the responsible Tunnel Operator is recorded for subsequent events.

The Tunnel Operator contacts ARRC dispatch and requests authorization to open the tunnel, obtains the day's train schedule, and confirms that there are no approaching trains. The Tunnel Operator then selects Idle mode. This command will cause the TCS to:

- Energize the TCS so that all signals outside the tunnel are red. Signals within the tunnel are off in this mode. All gates will remain closed.
- Check the carbon monoxide (CO) detection system and anemometers.
- Turn all queue signals and entry signals red.
- Illuminate the tunnel driver information signs (DIS) to Tunnel Closed.
- Confirm that all gates are closed.
- Turn lights on in staging areas.
- Turn lights on in the tunnel (LCAMs linked to the lighting controllers will select the appropriate intensity at each portal).

The Tunnel Operator will:

- Scan the staging area and the tunnel on the CCTV monitors to confirm they are ready for traffic.
    - In winter arrange for snow removal, as necessary.
- Post the next traffic release times on the DIS boards.
- Initiate the System Check Drive-Through.
- Coordinate with maintenance staff to perform the morning drive through inspection of safehouses and tunnel conditions (loose rock, etc.).
- Request the TCS to open the tunnel to traffic by selecting the desired traffic direction (eastbound or westbound).
    - No selection by the Tunnel Operator will cause the TCS to remain in the idle mode.
    - The TCS then confirms with the TSS that no train is in the interlocking.
    - The TSS is prevented from allowing train passage by continuing to engage the train limiting device (TLD) and display restrictive rail signals until the TSS commands a tunnel closure and the TCS indicates a normal closure has been completed (Note: The TCS will verify that the TSS is not placed into train mode before the TCS actually moves into the selected mode).

1.1.2 Traffic Sequence – Eastbound and Westbound

Once there is minimum staffing onsite, and standby in Whittier, the Tunnel Operator can begin the traffic release procedure as prompted by the TCS.

The following steps occur when the Tunnel Operator requests eastbound and westbound traffic:

- The TCS confirms that the lights are on, that CO levels are less than the preset operating maximum (120 parts per million [PPM]), and that the vehicle and fire detection systems are clear of alarms.

- Tunnel Operator implements the appropriate ventilation mode.
- Tunnel Operator selects the Eastbound or Westbound traffic scenario.
- The Tunnel Operator will continue through the prompt to begin traffic. The Tunnel Operator acknowledgment will cause the TCS to:
    - Open inbound portal door, if closed.
    - Set traffic signals to appropriate red or green indications.
    - Open appropriate gates.
    - Activate traffic metering lights.
    - Prompt the Tunnel Operator to discharge traffic.

Metering intervals, as shown in Table 1, are designed to prevent safehouse overcrowding in case evacuation is needed. Metering intervals are 7.5 seconds for trucks, 44 seconds for busses, 1.5 seconds for cars, and 7.5 seconds for RVs and cars with trailers, empty busses, and motorcycles. Spacing is set by the vehicle with largest requirement. For example, a 44-second spacing is given between the last full bus and the next vehicle or one safe house.

The queue signal for the selected lane will turn green with specified metering intervals for different types of traffic. When the last vehicle in a lane passes the stop bar, the queue signals will turn amber and then red.

Table 1. Traffic Release Order/Metering Intervals

Priority	BV Lane	WXT Lane	Vehicle Type	Toll Class	Meter Interval
1	4	5	Busses/Mail Truck	D	44 seconds
2	5	6	Trucks	C	7.5 seconds
3	1, 2	1, 2, 3	Cars	A	1.5 seconds
4	3	4	RVs; Cars with trailers	B1, B2	7.5 seconds
5	6	8	Empty Busses	C	7.5 seconds
6	TBD Toll Booth	Staging Entrance/7	Motorcycles	A	7.5 seconds End of opening
7	TBD Toll Booth	8	Special Vehicles	TBD	End of opening

BV: Bear Valley; WXT: Whittier; TBD: To Be Determined

Note: Traffic releases occur in this order: full busses, trucks, cars, RVs and cars with trailers, empty busses, motorcycles (special vehicles may go just before motorcycles or after motorcycles have cleared the tunnel).

The Tunnel Operator may delay subsequent lane releases until traffic is adequately spaced to prevent overcrowding. For unusually heavy traffic flow in one direction or interruptions caused by trains, the opposite traffic start time may be delayed or moved up, and the Tunnel Operator shall adjust the message on the DIS, as necessary. When delays occur, the Tunnel Operator shall strive to return to the normal schedule of operations, but priority shall be given to emptying the staging area completely.
The TCS allows the Tunnel Operator to terminate a traffic sequence at any time by selecting the active traffic release sequence. When in High Wind mode, the release cycle will be altered due to the nature of having to open and close portal doors during the release.

The Tunnel Operator may either end the cycle once the current lane is emptied. Inaction by the Tunnel Operator will not change the tunnel status, and the current queue lane signals will remain green. Once the Tunnel Operator indicates that the cycle will end, the following will occur:

- Queue signal changes to amber and then red.
- Tunnel DIS changes to "All lanes please standby," to indicate opposing traffic flow.
- Traffic metering signal changes to a steady red after a brief delay.
- Entry gate closes.

The tunnel ventilation status will not change without a response by the Tunnel Operator unless Auto mode is selected. If the Tunnel Operator cleared the tunnel for a scheduled train movement, the portal doors should be left open or closed. If tunnel is cleared for tunnel closing, then doors should be closed. The portal doors will return to pre-train position after train mode is clear. When the selected ventilation purge mode requires that the tunnel door be closed, the Tunnel Operator shall confirm that there are no vehicles between gate and door. The TCS will then:

- Close the entry door to the selected purging mode, if appropriate.
- Change the tunnel ventilation state to initiate the purge.

After the Tunnel Operator confirms the tunnel is empty, it can be put into Tunnel Open-Idle mode. Ventilation will cease if the Tunnel Operator places it in Auto mode. Continued ventilation may be required. To assist the TSS for train passage, the TCS will allow the operator to enter train mode before the preset CO level is achieved.

1.2 TCS Operation – Train Movements

1.2.1 *Train Movements - Tunnel Open*

The Tunnel Operator shall monitor cars exiting the tunnel. Once the tunnel is clear of vehicle traffic, the Tunnel Operator will return the tunnel to Open-Idle mode. The ARRC dispatcher will call looking for a train opening window. Once the tunnel is clear of vehicle traffic, train mode can be initiated. The ARRC dispatcher or a train crew communicating through the dispatcher's office will request clearance first verbally by phone or radio and then send a request using the TSS after confirmation with tunnel operator. This request from the TSS commands the TCS to initiate a traffic stop for the train to safely make passage through the tunnel.

Upon receiving the command from the TSS, the TCS will automatically:

- Change all queuing signals to red.
- After a 10-second delay, will activate the lights on the entry gate.
- After a 3-second delay, will close the entry gate.
- Start safehouse ventilation.
- Change the Bear Valley (BV) and Whittier (WXT) DIS to display a train approaching message.

The TCS will inform the Tunnel Operator that the TSS has initiated a traffic stop for train passage and will prompt the Tunnel Operator to confirm that the tunnel is empty. The TCS will display the progress of Train mode and remind the operator to monitor traffic in the tunnel to verify that the tunnel is clear of vehicles prior to train passage. When the Tunnel Operator acknowledges the tunnel is clear, the TCS signals the TSS that the tunnel is safe for train passage.

During this process, the Tunnel Operator can delay acknowledgement of a clear tunnel if a situation occurs in the tunnel that prevents safe train passage, such as a disabled vehicle. Delay of acknowledgement will prevent the TCS from signaling the TSS that the tunnel is clear for train passage. This feature shall be used in the event of a disabled vehicle in the tunnel and any similar situation that might prevent the safe passage of a train. This feature shall also be used in the case of an unprompted train request.

As soon as the traffic release is completed, and any disabled vehicles or similar situations are cleared, the Tunnel Operator shall return the tunnel to Tunnel Open-Idle mode and proceed through the TSS Train mode request prompt.

The Tunnel Operator can declare an emergency in the tunnel after the TSS has been given a tunnel clear acknowledgement. For immediate activation in an emergency, the Tunnel Operator shall select the Operator Override mode. The TCS has a TSS "TUNNEL NOT CLEAR" interface option, which will turn the permissive railroad signal tree from green over red to red over red indicating the train is to stop. This option is only used when the tunnel railway is compromised after the Tunnel Operator has verified and acknowledged clearance for Train mode, no direct contact is possible with the approaching train crew, and the train has not passed the signal tree prior to Portal doors 1 and 2, respectively.

Upon declaring an emergency, the Tunnel Operator shall immediately call the ARRC dispatcher by telephone to explain the nature of the delay and the estimated time to clear the emergency condition. An incident report is required in this situation. If the train is close, a direct radio call to the train may be needed before calling the dispatcher.

Once the TCS is in the Operator Override mode, after activation, an ARRC representative must reset the system from the TSS signal bungalow in Bear Valley (see section 2.3 in the Manual). The ARRC may elect to operate through the tunnel in accordance with railroad rules and the Tunnel Operator shall assist the ARRC. In some situations, working with ARRC dispatcher the override can be released through the TCS.

After the Tunnel Operator confirms that the tunnel is empty, the TCS will:

- Close the exit gate.
- Put the TCS into closed to vehicles mode.
- Open both portal doors.
- Signal the TSS that the tunnel is available for railroad use.

The TSS locks the route to protect the train movement. Once the route is locked, the Tunnel Operator is locked out of the TCS and cannot reverse the control transfer until the train has cleared the tunnel area, the TLD area, and the TSS has released control of the tunnel back to the TCS. The TCS will indicate to the Tunnel Operator that the TSS has locked out the TCS. The TSS then disengages the TLD. The TSS gives a permissive rail signal with no change to the restrictive signal for opposing train movements.

To reduce the time that the tunnel is closed to vehicles, the jet fans may be used to start the purging of locomotive exhaust. Although the jet fans may be started immediately after handing control over to the TSS, the Tunnel Operator should wait until the lead locomotive exits the tunnel.

After the entire train has cleared the exit portal TLD, the TSS will release control of the tunnel back to the TCS. When the TSS releases control, the TCS will return to the state of the tunnel at the time of the initial train request.

1.2.2 *Tunnel Reopening after Train Closure*

Once the train has cleared the tunnel area, the TCS will return to the state of the tunnel at the time of the initial train request. The Tunnel Operator shall scan the tunnel looking for visual exhaust, train debris, or rockfall. The Tunnel Operator will assess CO levels and purge the tunnel, as necessary. For purging the tunnel, the Tunnel Operator shall use natural ventilation, jet fans, or portal fans.

1.3 TCS Operation – Non-Operating Hours Use

Whenever the tunnel control room is not staffed, the TCS will be placed in the closed mode and the operating system will remain active in a sentinel mode, which allows the system to interface with the TSS but will not allow unauthorized control of the devices. This mode will normally be used during scheduled nightly tunnel closures.

When the tunnel is in the closed mode, the ARRC has exclusive control of both rail and highway access. Any emergency or maintenance access requires permission from the ARRC dispatcher. Emergency access refers to a medical or public safety emergency in the City of Whittier as declared by an authorized official. As per the ARRC agreement, previously trained personnel of authorized agencies must accompany any request requiring the use of the tunnel. This section addresses highway access only. Rail access will be in accordance with the ARRC's operating rules.

1.3.1 *Emergency Access by Road Sequence*

Emergency agencies and authorized personnel are issued access keys from the ARRC. The authorized agencies/personnel are trained in the procedures for traversing the tunnel during non-operating hours as follows:

- A key is required to access the locked entry gate.
- The personnel seeking access need to contact the ARRC dispatcher via cell phone or by radio for authorization to access the tunnel.
- The ARRC dispatcher will authorize access on a Foul time basis as per the Federal Railroad Administration (FRA) guidelines.
- The ARRC dispatcher will issue Foul time and shall Block the requested rail section through the tunnel using the TSS. The Blocking Signal request de-energizes the TCS Tunnel Clear mode and allows all further actions to be controlled by the TSS until released back to the TCS.
- The driver must remain in contact with the ARRC dispatcher and remain outside the tunnel until authorized to proceed by the ARRC dispatcher. Once the driver is authorized, the ARRC Dispatcher initiates the TSS Blocking Signal, and the portal doors open.
- The vehicle then travels through the tunnel to the opposite side and contacts ARRC Dispatcher via cell phone or radio to notify them that they are clear of the tunnel.
- The ARRC Dispatcher then terminates the Foul time and releases the Blocking Signal from the TSS, which closes the portal doors.
- The TCS Tunnel Clear signal is re-energized, and control is returned to the TCS.

1.3.2 *Maintenance Access by Road Sequence*

Maintenance operations shall be scheduled in advance with the ARRC. When authorized by the ARRC, highway maintenance vehicles are allowed access to the tunnel using the Emergency Access by Road Sequence procedure used for emergency vehicles. The Tunnel Operator or Maintenance Supervisor is responsible for ensuring that the tunnel is clear before informing the ARRC dispatcher that the tunnel is clear.

Alternatively, the maintenance operations could be conducted with the TCS in the Open-Idle mode. This procedure shall be used when maintenance is scheduled at the start or end of a normal tunnel operations day, and the TCC shall be manned by a trained Tunnel Operator. Maintenance activities onsite and in the tunnel will be performed without further contact with the ARRC dispatcher as the tunnel is in the control of the Tunnel Operator through the TCS.

1.4 Operations with Equipment Out of Service

The preceding procedures assume that all other tunnel equipment is operational. If one or more systems are not operational, tunnel operations shall be modified as outlined in the following. Note that that not every combination of incidents can be predicted; therefore, should a combination of incidents not covered herein occur, the tunnel shall be closed to vehicles and travel through the tunnel shall be restricted to emergency or essential traffic until directed to re-open by an authorized manager.

1.4.1 *Description of Possible Responses*

- **Traffic Control** – Tunnel staff shall maintain radio communication with the Tunnel Operator and will have capacity to control equipment or facilities locally and/or monitor and direct traffic operations.
- **Maintenance Vehicles Provide Escorted Platoon** – Requires a minimum of four vehicle traffic controllers: one in each staging area, one in a lead vehicle, and one in a sweep vehicle. Up to 20 vehicles may traverse the tunnel in a platoon between the lead and sweep vehicle. Multiple platoons are permitted by adding pairs of vehicle traffic controllers in maintenance vehicles and with radio communications. Rapid Attack Vehicles (RAV's) may be utilized as lead and/or sweep vehicles.
- **Fire Engine Escorted Platoon** – Requires minimum staffing of two firefighters in their turnout gear per fire engine.
- **RAV (Polaris Ranger 6x6) Escorted Platoon** – Requires minimum staffing of two firefighters in their turnout gear per RAV.
- **Platoon Alternative** – requires staffing of four firefighters in turnout gear, both fire engines, and both Ranger 6x6s.

1.4.2 *Minimum Equipment Required for Operations*

System	Equipment Out of Service	Response
Ventilation	1 or more jet fans	Use remaining fans to achieve required airflow. Change to "High Wind" operation if required airflow cannot be maintained.
	1 portal fan at either or both ends	No restrictions.
	2 portal fans at the same end	Traffic platooned at no more than 15 vehicles per platoon and escorted by Fire Engine or RAV; or Platoon Alternative at normal metering intervals.
CCTV	Any individual fixed camera	No restriction.
	Any individual tunnel PTZ camera	No restrictions if all fixed cameras within coverage area are operational.
	Fixed and PTZ cameras within the same zone.	Station traffic controller at safe house with Maintenance vehicle or RAV.
	Staging area PTZ camera	No restrictions in Bear Valley if cameras 53 and 54 are operational. In Whittier, station a traffic controller.
	Entire CCTV system	Escorted platoon with Maintenance vehicles or Platoon Alternative at normal metering intervals. One vehicle must make a final pass through the tunnel to ensure that no vehicles have stopped at a Safehouse.
Radio	Any radio zone	No restrictions if emergency phone system is operational
Safe house Ventilation	One fan	No restrictions.
	Both fans at the same end	Traffic platooned at no more than 15 vehicles per platoon and escorted by Fire Engine or RAV; or Platoon Alternative at normal metering intervals.
	Heaters	No restrictions.
Power	Incoming power	Traffic platooned at no more than 15 vehicles per platoon and escorted by Fire Engine. Use doors to control airflow. May also use Platoon Alternative at normal metering intervals
	Emergency generator	Increase traffic metering to 15 seconds
Phones	Any individual phone	Label phone "out of service; pull fire alarm in an emergency"
	Any individual safe house phone	Label phone "out of service, use radio". Provide radio for communications
	All tunnel phones in a safe house area	Label phone "out of service, use radio inside safe house". Provide radio for communication
Fire Alarm	Any or all pull stations	Label pull station "out of service; use phone in an emergency".

System	Equipment Out of Service	Response
PA	Any individual safe house PA system	Place sign saying "PA speakers out of service, phone will ring and provide instructions".
Train Signal System (TSS)	Any failure or outage	Tunnel closed unless authorized ARRC overrides interlock.
Tunnel Control System (TCS)	Remote Control Center Workstation	No restrictions
	Single main workstation or single server	No restrictions
	Both workstations	Bring workstation computer from RCC to TCC or operate from RCC. Escorted platoon with Fire Engine or RAV if no operational workstations, at no more than 15 vehicles per platoon. May also use Platoon Alternative at normal metering intervals; lights, ventilation, and safehouse ventilation shall be manually controlled by personnel that are not designated as firefighters. Also, a traffic controller (non-firefighter) will be required at both traffic gates
	Both servers	Install backup server. If no servers functional, tunnel closed unless ARRC overrides TSS interlock and remains in TCC while interlock is overridden. Traffic platooned at no more than 15 vehicles per platoon and escorted by Fire Truck or RAV. May also use Platoon Alternative at normal metering intervals; lights, ventilation, and safehouse ventilation shall be manually controlled by personnel that are not designated as firefighters. Also, a traffic controller (non-firefighter) will be required at both traffic gates.
Traffic Signals and Strobes	One signal at a safe house	Cover signal head.
	Both signals at a safe house	Station traffic controller at safe house with Maintenance vehicle or RAV.
	Signals in staging area queue lanes	Close lane or use traffic controller.
Metering Signal	Single metering signal in staging area	Cover signal head.
	Both metering signals in staging area	Use traffic controller.
Tunnel Lighting	1-3 consecutive lamps	No restrictions.
	4+ consecutive lamps	Increase traffic metering to 15 seconds.
Transition Lighting	Multiple lamps – night-time or low ambient light	No restrictions if at least one lamp within 48' lit.
	Multiple lamps – bright daylight	Increase traffic metering to 15 seconds.

System	Equipment Out of Service	Response
DIS	Any or both DIS	No restrictions.
FOCS	Entire system	Traffic platooned at no more than 10 vehicles per platoon and escorted by Fire Engine or Platoon Alternative at normal metering intervals. One vehicle must make a final pass through the tunnel to ensure that no vehicles have stopped at a Safehouse
	Single PLC at safe house	Station traffic controller at safe house with Maintenance vehicle or RAV.
	PLC at BV or Whittier portal	Escorted platoon with Maintenance vehicles or Platoon Alternative at normal metering intervals.
	PLC in the TCC	ARRC overrides TSS interlock and remains in TCC while interlock is overridden. Traffic platooned at no more than 15 vehicles per platoon and escorted by Fire Engine or RAV or Platoon Alternative at normal metering intervals. One vehicle must make a final pass through the tunnel to ensure that no vehicles have stopped at a Safehouse
Vehicle detectors	Loop detectors	Visually confirm (CCTV) that area empty before reversing traffic or releasing for train.
CO Detectors	Any single detector	Minimum purge duration shall be based on time for purge.
	Multiple detectors	Minimum purge duration shall be based on time for purge, with max CO concentration of 45 ppm
Anemometers	One anemometer	No restrictions
	Both anemometers	Visually observe airflow direction via telltales that will be installed by maintenance at time of need
Vehicle Gates		Use traffic controllers
Toll Collection	One or more lanes	Close lane and divert traffic to working lanes or manual toll collection
	Complete outage	Manual toll collection
Tunnel Doors	Whittier door	Leave door in open position and station traffic controller at WXTP (to operate door manually when needed, especially in case of fire) When tunnel is closed, station a guard. If unable to move manually, tunnel closed to all vehicle traffic except for emergency or essential vehicles
	Bear Valley door	Leave door in open position and station traffic controller at BVP as needed (to operate door manually when needed, especially in case of fire). When tunnel is closed, station a guard. If unable to move manually, tunnel closed to all traffic except for emergency or essential vehicles

2 PREPROGRAMMED VENTILATION MODES

Jet fans are the primary equipment used to ventilate the tunnel. The Tunnel Operator selects the num of jet fans to operate and jet fan operation varies depending on traffic volume, CO levels, and wind. Du normal operations and incident responses, the TCS preprogrammed modes may be used to reduce Tunnel Operator's workload. Tunnel operations and emergency sequences can also be conducted outs of the preprogrammed modes by selecting device control icons to individually activate or deacti individual jet fans and portal fans.

The TCS assists the Tunnel Operator by suggesting preprogrammed default ventilation modes. Tab summarizes the preprogrammed modes and the corresponding status of the primary ventila components in each mode. Table 3 summarizes CO exposure times.

Note: The DOT&PF Facility Manager has the authority to reopen the tunnel with Equipment Out of Serv however, the method of opening must be agreed upon by the appropriate personnel. The responses nc (Section 5.17 of the Manual) are the initial response to be taken with Equipment Out of Service. Contractor Project Manager with the concurrence of the DOT&PF Facility Manager or their designee, the authority to modify the response to Equipment Out of Service. Escorted platoon for fire protection s be performed with firefighters wearing turnouts to expedite an effective response. Escorted platoon tra metering will be 15-second spacing with full busses at 44-second spacing intervals.

Table 2. Jet and Portal Fan Preprogrammed Modes

Mode	Fan ID										Door ID	
	JB1	JB2	JB3	PBN	PBS	JW1	JW2	JW3	PWN	PWS	DB	DW
All fans off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Open	Open
Run 1 J per portal EB	E	Off	Off	Off	Off	E	Off	Off	Off	Off	Open	Open
Run 1 J per portal WB	W	Off	Off	Off	Off	W	Off	Off	Off	Off	Open	Open
Run 2 J per portal EB	E	E	Off	Off	Off	E	E	Off	Off	Off	Open	Open
Run 2 J per portal WB	W	W	Off	Off	Off	W	W	Off	Off	Off	Open	Open
Run 3 J per portal EB	E	E	E	Off	Off	E	E	E	Off	Off	Open	Open
Run 3 J per portal WB	W	W	W	Off	Off	W	W	W	Off	Off	Open	Open
AUTO	auto	auto	auto	auto	auto							
BV N-E	Off	Off	Off	E	Off	Off	Off	Off	Off	Off	Closed	Open
BV S-E	Off	Off	Off	Off	E	Off	Off	Off	Off	Off	Closed	Open
BV N-W	Off	Off	Off	W	Off	Off	Off	Off	Off	Off	Closed	Open
BV S-W	Off	Off	Off	Off	W	Off	Off	Off	Off	Off	Closed	Open
Both BV P (Fire) RTD	Off	Off	Off	E	E	Off	Off	Off	Off	Off	Closed	Open
WXT N-E	Off	Off	Off	Off	Off	Off	Off	Off	E	Off	Open	Closed
WXT S-E	Off	Off	Off	Off	Off	Off	Off	Off	Off	E	Open	Closed
WXT N-W	Off	Off	Off	Off	Off	Off	Off	Off	W	Off	Open	Closed
WXT S-W	Off	Off	Off	Off	Off	Off	Off	Off	Off	W	Open	Closed
Both WXT P (Fire) RTD	Off	Off	Off	Off	Off	Off	Off	Off	W	W	Open	Closed

Key: 0 to 3 = Number of jet fans operating at each end; 4 to 7 = Portal fan modes; BV = Bear Valley; DB = Portal Door Bear Valley; DW = Portal Door Whittier; E – East; EB = Eastbound air flow direction; HW = High wind; J = Jet fan; JB1 =

Jet fan Bear Valley; JW = Jet fan Whittier; P = Portal fan; RTD = Run to destruct; N = North S = South; W = West; WB = Westbound air flow direction; WXT = Whittier

Table 3 Carbon Monoxide Exposure Time

CARBON MONOXIDE LEVEL	EXPOSURE TIME
120 ppm – No public access to tunnel at this level	15 minutes or less
65 ppm – Maximum level at start of a traffic release	Up to 30 minutes
45 ppm	Up to 45 minutes
35 ppm	Up to 60 minutes

Key: ppm = parts per million

*Note: * Increase ventilation rates during incidents with blocked traffic to dilute exhaust fumes.*

Under some atmospheric and traffic conditions, the natural draft in the tunnel will be the desired direction and of sufficient volume that mechanical ventilation will not be required. All Fans Off mode or Auto mode is selected in this case. When using High Wind mode, the portal fans may be required to control the positive airflow in the tunnel. The traffic capacity in the High Wind mode is about half the capacity of normal operating conditions due to restrictions in traffic flow, because the portal doors are in use. When High Wind mode is required for traffic moving with the wind, the natural airflow will usually be sufficient for ventilation.

To prevent damage to tunnel facilities, the TCS will not allow any fans to run in opposing directions or to have both portal fans plus jet fans running at the same end simultaneously. The electrical utility cannot sustain this power demand, which may cause all fans to shut down in that location. Also, portal fans cannot run when the adjacent door is open. If the Tunnel Operator attempts to implement a prohibited combination, the TCS will inform the Operator that that combination is not allowed and request another instruction. The event logger will record the request.

Selecting a preprogrammed sequence or manual activation mode will cancel any previous selection of fans. The Contractor's maintenance staff or designated emergency response personnel can also operate the fans from the Remote-Control Center (RCC) or locally from each fan's Motor Control Cabinet (MCC). However, when the TCS is in a normal operations mode, the fan state cannot be altered without authorization from the Tunnel Operator. While under local control, the TCS may indicate a device error, since the status of the fan may not match the last command from the TCS.

When the Tunnel Operator desires only one or two of the three pairs of jet fans, the selection of the specific fan that will operate is made automatically through runtime sequencing by each fan group's MCC. If the requested fan does not start, the TCS will sound an alarm to the Tunnel Operator. If the request was for one or two of the three fans, the fan MCC will sometimes attempt to start another jet fan in that group. Anytime fans are under local control, or a fan alarm is displayed, the anemometers will provide the only reliable indication that the desired airflow has been achieved.

The fire modes, which include Both Bear Valley (Fire) mode for Eastbound traffic sequences and Both Whittier (Fire) mode for westbound traffic sequences, will activate both portal fans at the entry end of the tunnel after the adjacent door is closed.

In a static air environment, such as winter freezing operations, a single portal fan can provide sufficient velocity to prevent smoke from back layering. To initiate a single portal fan during a fire, the Tunnel Operator must manually activate the portal fan without using the Fire mode scenario.

For immediate activation of emergency ventilation under a static air condition, the following ventilation procedure must be utilized:

- **Eastbound Traffic Flow** – Select fan scenario Bear Valley North-East or Bear Valley South-East with the Run to Destruct option enabled. This will result in closure of the Bear Valley portal door and startup of a single portal fan.
- **Westbound Traffic Flow** – Select fan scenario Whittier North-West or Whittier South-West with the Run to Destruct option enabled. This will result in closure of the Whittier portal door and startup of a single portal fan.
- Select the adjacent blocked mode at scenario box (on the TCS main screen) behind the fire incident. This will change all traffic signals to red behind the incident and lower the entry gate.
- Activate the safehouse ventilation fans.
- Activate all emergency strobes behind the incident.
- Activate the public address system to repeat the safehouse fire emergency messages.

This procedure must be followed whenever the Tunnel Operator initiates a fire response and does not select the fire mode box from the TCS screen.

2.1 TCS Operator Prompts

The selection of the initial ventilation mode is critical to achieve airflow in the direction of traffic.

2.1.1 *Eastbound Traffic*

The TCS monitors airflow and air quality when the tunnel is open for operation. The following apply when airflow in tunnel is not at least .5 m/s (variable) in direction of traffic:

- All Fans Off mode: Run one jet fan per portal or two jet fans per portal; the Tunnel Operator advances to the next step.
- Three Jet Fans per Portal mode: The Tunnel Operator will advance to mode High Wind Eastbound mode.
- Auto mode: The TCS will adjust the jet fan output to maintain airflow. If the jet fan(s) reach maximum output and are not keeping up with the amount of airflow needed, the Tunnel Operator will advance to High Wind Eastbound mode.
- Fans can also run in manual control from the TCS.

When CO in tunnel is above action level 1 (set at 65 PPM), the following apply:

- For Auto, All Fans Off and One, Two, or Three Jet Fans per Portal modes, the Tunnel Operator will perform one of the following options:
    - Advance to next ventilation increase level.
    - Increase the spacing of vehicles at the entry metering signal.
    - No action; monitor situation.
    - Stop vehicle traffic and purge (using jet fans or portal fans)
    - Purge the tunnel once it is clear of vehicles.

When CO in tunnel is above action level 2 (set at 90 PPM), the TCS will notify and prompt the Tunnel Operator in the same manner as the first action level; however, if the Tunnel Operator does not respond within 10 seconds, an alarm will sound.

When CO in tunnel is above action level 3 (set at 110 PPM), an alarm will sound and the TCS will notify and prompt the Tunnel Operator in the same manner as the first action level. If the Tunnel Operator does not respond within 10 seconds (variable), the TCS will initiate an automatic closure of the tunnel to additional traffic by changing the active queue signal to red and then closing the entry gate. Reaching the action levels under the peak design conditions does not indicate a malfunction of the ventilation system. Note: If the TCS automatically initiates a CO closure, it must be manually removed before the tunnel can be reopened.

At actions levels 1 and 2, the No Action, but Monitor Situation response is intended to be used near the end of a vehicle cycle when the Tunnel Operator is reasonably certain that the cycle can be completed without supplemental ventilation. At action level 3 that option can only be used when the last car of a cycle has entered the tunnel, and the entry gate has closed. Visual impairment in the tunnel is cleared in the same manner as CO.

2.1.2 *Westbound Traffic*

At the initiation of a normal westbound traffic movement (Whittier to Portage) or reversal, the TCS will operate in a similar manner as described above for eastbound traffic. For each mode, substitute "W" for "E" for proper airflow for the jet fans and portal fans.

2.1.3 *High Wind Modes (HWE & HWW)*

When the Tunnel Operator selects Mode High Wind West for Westbound traffic into an opposing wind, the TCS will implement the following preprogrammed sequence:

- The TCS will open the Whittier portal door and close the Bear Valley portal door.
- Fans will be placed into Mode Bear Valley North-West or Bear Valley South-West (one portal fan in Bear Valley moving air westward).
- The Tunnel Operator will be prompted to begin moving vehicles from the staging area as for normal operations. The queue signals, entry gate, and entry signals will operate as per normal operations.
- When the Tunnel Operator determines that the first vehicle is 1-minute from the Bear Valley portal door (approximately 5 minutes), they will:
    - Change the active queue lane signal to red (after an amber aspect).
    - Turn the Bear Valley portal fans off.
    - Open the Bear Valley portal door so that vehicles in the tunnel can exit.
    - Change metering signal to steady red and close the Whittier gate after a 5-second delay.

- After the last vehicle enters the portal, the Tunnel Operator will close the Whittier portal door and put the fans into mode Whittier North-West or Whittier South-West (one Whittier portal fan moving air westbound).
- After the Tunnel Operator determines that the last vehicle has exited the tunnel, they will either: repeat the cycle to empty additional traffic from the Whittier staging area to reverse traffic or return to Idle mode.

Note that when High Wind mode is required for traffic in one direction, the natural airflow will usually be sufficient for ventilation when traffic is moving in the opposite direction. Even if mechanical ventilation is required for the opposing traffic movement, the natural airflow will significantly assist tunnel airflow. For this reason, and to partially offset the lost traffic capacity during High Wind mode operation, the tunnel purge cycle may be skipped after a High Wind mode cycle if the CO levels are below the 65 ppm (first action level). When the purge is used, it will be quicker to purge in the direction of the natural airflow.

The sequence for mode High Wind East mode for Eastbound traffic into opposing wind is like the sequence for High Wind West but in the reverse direction. The fans are initially put in Whittier North-East when the Whittier portal door is closed. The fans are then put in Bear Valley North-East or Bear Valley South-East after the Bear Valley portal door is closed.

3 COLD WEATHER MODE

Option: The Cold Weather Mode defined below may be used in lieu of the High Wind Operation Sequence.

When there is low traffic volume it is possible to use Cold Weather mode to control airflow. When traffic volumes permit, the Cold Weather Mode shall outline the procedure used to minimize heat losses from the tunnel. The Cold Weather East mode may be used for eastbound traffic and Cold Weather West may be used for westbound traffic. The Tunnel Operator may also follow the Cold Weather East and Cold Weather West modes manually, as outlined below.

The Cold Weather Mode operation is very similar to that used under normal operations. The primary difference is that the purge cycle can usually be omitted, traffic will not be released until 10 minutes or 40 minutes after the hour, and the traffic release is closed to additional traffic as soon as the staging area has been emptied. This is done to keep the portal doors open for as little time as possible. As with High Wind mode, because of the restrictions in traffic flow and the increased use of the portal doors, the traffic capacity in Cold Weather Mode is less than the capacity under normal conditions. Release time can be additionally delayed until first vehicle arrives for the opening. If no traffic arrives for the opening, then no release is needed.

During Cold Weather Mode operations, the Tunnel Operator shall not be required to run fans when the following conditions are met:

- CO levels are within safe limits.
- Sixteen (16) or fewer vehicles are in the staging queue.
- Vehicles are spaced at minimum of 7.5 seconds spacing.
- No greater than 16 vehicles are in the tunnel at one time.

With those conditions met, traffic release is held until at least 10 minutes after the hour for West bound traffic and 40 minutes after the hour for Eastbound traffic. The tunnel door on the exit side is in the closed position while the tunnel door on the entrance side is in the open position. Traffic is then released following the requirements listed above. At 15 minutes and 45 minutes after the hour, respectively, and as soon as the staging is clear of traffic, an ALL STOP is given, the next release time is posted on the DIS, the tunnel entrance door is closed, and the tunnel exit door is opened to allow vehicles to exit the tunnel. Release times can be pushed back farther if all traffic makes it through the tunnel on the opening during severe cold conditions.

If there are more than 16 vehicles present at the start of the release or that show up after the start of the release, this sequence may be repeated as soon as the first 16 vehicles have cleared the tunnel. Other options available when there are more than 16 vehicles include keeping both doors open and using natural ventilation, keeping both doors open using jet fans to overcome natural airflow, or the least desirable method (due to amount of cold air introduced into the tunnel) is using High Wind mode.

3.1.1 *Cold Weather Modes: Cold Weather West and Cold Weather East*

During periods of extreme cold and low traffic volumes, Eastbound and Westbound traffic modes shall be referred to as Cold Weather Mode East (CWE) and Cold Weather Mode West (CWW). The winter mode

differs from normal operations by implementing procedures to retain heat in the tunnel when temperatures fall to 32°F (0°C) or below.

The purpose of the Cold Weather Mode procedure is to:

- Minimize the time that doors are open by limiting each traffic scenario to a single release. Openings should be on a modified winter freezing schedule, when possible.
- Skip the purging of tunnel when air quality permits.
- Limit the use of the jet fans during traffic movements.
- Ensure the portal doors are closed during periods of light traffic within the tunnel and when the tunnel is empty.

When temperatures are 32°F (0°C) or below, the Tunnel Operator will initiate the Cold Weather Mode traffic release procedure. The following procedures shall be used:

- The Tunnel Operator will initiate the traffic release in accordance with the Winter Freezing Schedule.
- During the traffic release scenario, the TCS will prompt the Tunnel Operator to select a ventilation mode. The Tunnel Operator will select All Fans Off when 16 vehicles or less are present in the queue lanes and CO levels are within acceptable levels.
- The TCS will open the inbound portal door at traffic release.
- The Tunnel Operator will keep the outbound portal door closed until traffic has traversed the tunnel.
- The Tunnel Operator will be prompted to begin the discharge of vehicles from the staging area as per normal operations. The queue signals, entry gate, and entry signals will operate as per normal operations.
- At 15 minutes and 45 minutes after the hour, respectively, and after the last vehicle in the queue has cleared the metering light, an ALL STOP will be given, which will turn the lane lights red, the metering lights red, and the entrance gate will close.
- The Tunnel Operator will post the next winter mode release time on the DIS.
- The Tunnel Operator will close the inbound portal door after the last vehicle in the queue enters the tunnel.
- The outbound portal door will be opened when the lead vehicle is one safehouse from exiting the tunnel (Safehouse 8 eastbound or Safehouse 1 westbound).
- If there are more than 16 vehicles present at the start of the release or that show up after the start of the release, this sequence may be repeated as soon as the first 16 vehicles have cleared the tunnel. Other options available when there more than 16 vehicles include keeping both doors open using natural ventilation, keeping both doors open with jet fans operating to overcome natural airflow, or the least desirable method (due to amount of cold air introduced into the tunnel) using High Wind mode.
- The Tunnel Operator may elect to remove the active traffic scenario and Return to Idle mode after traffic clears the tunnel. The Tunnel Operator will manually close the outbound portal door after the last vehicle exits the tunnel if Return to Idle mode is not initiated.
- Repeat the Cold Weather Mode traffic release procedure in accordance with the Winter Freezing Schedule.

4 CLEARING AN EMERGENCY CONDITION FROM TRAIN MODE

After a gate has been closed upon command from the TSS, any attempt to open a gate will put the TCS and TSS into an emergency condition that can only be reset by working with the ARRC. This procedure applies to any activation of the TCS Operator Override mode with the TCS to TSS TUNNEL NOT CLEAR interface option, whether activated by the Tunnel Operator from the TCS console or by a gate opening (or partial opening).

The following steps must be taken:

- The Tunnel Operator must determine if the train has passed the home signal and started to enter the tunnel. If necessary, the Tunnel Operator shall contact the train crew via the ARRC radio to relay the emergency condition.
    - The alarm automatically overrides the TSS. Railroad signals change to restrictive indications and are locked until cleared.
- The Tunnel Operator must contact the ARRC dispatcher and inform them of the nature of the incident that initiated the activation and provide an estimate of the time needed to clear the incident.
- When emergency situation is cleared, the Tunnel Operator shall remove the Emergency mode from the TCS by clicking on the highlighted TUNNEL NOT CLEAR button.
- The Tunnel Operator shall confirm the removal from Emergency mode by clicking on the Perform button.
- The ARRC shall flag the train through the tunnel under operating flagging rules and only if normal train mode cannot be obtained.
- When the TSS Normal indication returns to the screen, the Tunnel Operator shall complete the train mode as usual (ventilation prompts).
- Following the completion of the ventilation prompts and resultant execution of the commands, the TSS will be restored to a normal condition.

5 PREPROGRAMMED SEQUENCES AND INCIDENT RESPONSE MODES

The TCS has been programmed to assist the Tunnel Operator during an incident for the following modes.

Incident Response Modes

- **Blocked - Westbound**
  - Activate blocked mode at the nearest location to the incident.
- **Blocked – Eastbound**
  - Activate blocked mode at the nearest location to the incident.
- **Fire – Westbound**
  - Activate fire mode at the nearest location to the incident.
  - Select ventilation increase, if needed.
- **Fire – Eastbound**
  - Activate fire mode at the nearest location to the incident.
  - Select ventilation increase, if needed.
- **Avalanche** (Tunnel Operator selects Avalanche and location; TCS determines traffic direction)
  - Avalanche at Bear Valley – Westbound traffic
  - Avalanche at Bear Valley – Eastbound traffic
  - Avalanche at Whittier – Westbound traffic
  - Avalanche at Whittier – Eastbound traffic

APPENDIX 2: ARRC OPERATING AGREEMENT, 9/25/2014 (Revised 2/27/2020)

Anton Anderson Memorial Tunnel
Cooperative Operating Agreement

This Anton Anderson Memorial Tunnel Cooperative Operating Agreement (hereinafter referred to as this "Agreement"), effective on the date of the last signatory hereto, is entered into by and between the ALASKA RAILROAD CORPORATION (hereinafter referred to as "ARRC") and the ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES (hereinafter referred to as "DOT&PF") (individually a "Party" and collectively the "Parties").

RECITALS

WHEREAS, the ARRC is a public corporation and instrumentality of the State of Alaska with its board of directors appointed by the Governor; and

WHEREAS, the DOT&PF is an Department of the State of Alaska with its Commissioner appointed by the Governor; and

WHEREAS, ARRC owns a rail tunnel commonly known as the Anton Anderson Memorial Tunnel (hereinafter referred to as the "Tunnel") that provides rail access to Whittier, Alaska; and

WHEREAS, ARRC previously granted DOT&PF the right to improve access to Whittier by constructing a new road and making the Tunnel a dual-use rail and road facility in accordance with the terms and conditions of that certain Whittier Access Project Agreement and Right of Entry that was executed by the Parties on or about January 20, 1998; and

WHEREAS, on or about June 7, 2000, the Parties entered into an Interim Operating Agreement that set forth each parties rights and obligations with respect to the operation and maintenance of the Tunnel; and

WHEREAS, DOT&PF owns the improvements necessary for highway operations; and

WHEREAS, the Interim Operating Agreement expired in 2002; and

WHEREAS, parties have worked together cooperatively and in good faith since 2002 to operate the Tunnel in a manner that meets the needs of ARRC's railroad operations and the needs of DOT&PF's highway operations; and

WHEREAS, the Parties acknowledge that good public policy requires that each Party recognize the unique dual-use nature of the Tunnel and the security, safety and operational needs of the other Party; and

WHEREAS, the primary purpose of this Agreement is to structure an equitable, cooperative agreement with the goal of optimizing the combined use of the Tunnel by rail and highway traffic.

NOW, THEREFORE, for and in consideration of the foregoing Recitals and the terms, conditions and covenants stated below, it is mutually agreed as follows:

AGREEMENT

1. Right of Entry. ARRC hereby grants the DOT&PF the right to utilize all of the ARRC property occupied by the Tunnel and its related facilities for the purpose of providing highway access through the Tunnel in service of the public, businesses and other interests that may have a need for such access in accordance with the terms and conditions of this Agreement. ARRC reserves and excepts unto itself the right to grant others the right to use the Tunnel, excluding DOT&PF owned and controlled portions of the facility or fees collected therein, for any purpose, including, but not by way of limitation, any transportation, communication and/or transmission purposes and support functions associated with those purposes, and for commercial and other uses, provided that such uses do not unreasonably interfere with DOT&PF's use of the Tunnel. ARRC shall consult and coordinate with DOT&PF prior to planning any such additional use and shall, to the extent reasonably possible, assure that any concerns DOT&PF may have concerning the proposed additional use are adequately addressed prior to implementation of the additional use of the Tunnel.

2. Term. This Agreement shall be effective as of the date of its execution by both Parties and shall continue in full force and effect as long as the Tunnel is used for highway access.

3. General Responsibilities. DOT&PF shall have sole responsibility for operation, maintenance and repair of the roadway and other facilities within the Tunnel related to highway usage. As used in this Agreement, the term "DOT&PF" shall include any contractor acting as an agent or extension of DOT&PF to operate, maintain or repair the highway related facilities in the Tunnel (the "Tunnel Operator") as the context requires. ARRC shall have sole responsibility for rail operations.

4. Waiver of Usage Fees. In consideration of DOT&PF's agreement to pay for the costs to use, operate, maintain, repair and/or reconstruct the Tunnel highway and related improvements located on ARRC property as set forth in this Agreement, ARRC agrees to waive any fee or compensation it may be entitled to for the Right of Entry granted to DOT&PF hereunder.

5. Annual Tunnel Operation Schedule. Except as otherwise provided herein, the Tunnel shall be operated in accordance with a schedule established by the Parties in an operation planning meeting that will be held twice each year. At a mutually agreeable time in April of each year, the Parties shall meet to review the Tunnel operating schedule for the winter season that usually commences October 1st of each year and

lasts until April 30th of the following year. At a mutually agreeable time in October of each year, the Parties shall meet to review the Tunnel operating schedule for the following summer season which usually commences on May 1st of each year and lasts until September 30th. The agreed upon schedules shall be in a format similar to that in Appendix C attached hereto and shall show the times that the Tunnel will be available for highway vehicles and the times that the Tunnel will be available for trains, with the understanding that said times may not be exact and are subject to change in order to accommodate train traffic. The Parties can change the schedule if a compelling need arises. Except as provided below, ARRC may operate trains through the Tunnel at any time before the DOT&PF's hours of operation start and after they cease each day.

The Parties agree that the annual summer and winter highway/train Tunnel use schedules developed in accordance with the preceding paragraph shall be subject to the following conditions:

A. Emergency Access. "Emergency access" is defined as access made necessary due to a medical, law enforcement, environmental, or other event or extraordinary circumstance requiring immediate usage of the Tunnel to respond to a life threatening problem, environmental catastrophe, or similar serious event. Emergency access traffic shall supersede all other traffic. In the event emergency access is required during DOT&PF's scheduled hours of highway operation or maintenance, the Parties will hold both rail and highway traffic until the emergency access has concluded. Emergencies that occur after DOT&PF's normal Tunnel operations have ended or after DOT&PF tunnel maintenance has ended shall be coordinated with the ARRC train dispatcher.

B. First and Last Openings. Safety Inspections. In establishing the summer and winter Tunnel operating schedules, ARRC agrees that it will not operate any train through the Tunnel during the thirty (30) minute period prior to the first highway opening each day in order to allow DOT&PF to perform its mandated safety inspection of the Tunnel. ARRC further agrees that it will not operate any freight trains through the Tunnel that conflict with the first two fifteen (15) minute and the last two fifteen (15) minute highway openings of any day. DOT&PF agrees that passenger and Whittier bound freight trains do not have the same effect on the Tunnel and may be scheduled during these times by mutual agreement.

C. Tunnel Maintenance Time. ARRC understands and agrees that DOT&PF will need to periodically enter the Tunnel for routine maintenance and repair of those items for which it is responsible for under the terms of this Agreement. ARRC agrees to allow the DOT&PF no less than a single block of two (2) to four (4) hours daily, after the last highway opening of the day to perform said maintenance. The specific time blocks for routine Tunnel maintenance shall be mutually agreed to by the Parties and set forth in the annual summer and winter operation schedules. Larger time blocks required for major Tunnel maintenance or repair shall also be subject to mutual agreement. Rail traffic may use those times reserved for DOT&PF Tunnel maintenance

subject to coordination and agreement between the Parties. Maintenance not considered routine shall be coordinated in advance when possible.

D. Train Operations. Trains will use the scheduled windows set forth in the Annual Tunnel Operations Schedules. Trains arriving prior to a scheduled train window will be accommodated as soon as highway traffic has cleared from a scheduled highway opening. Trains arriving during a scheduled train window will be operated through the Tunnel. Trains arriving late for their window will be operated through the Tunnel as follows:

a. During periods of high highway usage, the train will hold for the next scheduled train window, unless a different accommodation is agreed to by both Parties.

b. It is recognized that freight train operations may delay subsequent highway openings. ARRC will attempt to avoid Whittier to Bear Valley freight operations during peak hours on days with cruise ship operations. When ARRC must operate a Whittier to Bear Valley freight train during those peak hours, the following will apply:

   i. During the seasonal planning meeting, dates with potential cruise/freight train conflicts will be identified.

   ii. ARRC will notify DOT&PF that a barge movement may coincide with a peak period about 48 hours in advance. This will allow DOT&PF to communicate the potential for delays to the public.

   iii. ARRC will update DOT&PF periodically. Both Parties will work to plan the freight train movement to meet ARRC needs and to minimize highway delays. When the best way to meet this goal is to combine an ARRC passenger and an ARRC freight into one rail opening, ARRC will:

      1. Minimize freight train length to less than 6,500 feet.

      2. Not include freight with restrictions requiring slow speeds in the Tunnel.

c. ARRC will support DOT&PF in efforts to communicate the need for freight movements to the public.

d. Both Parties will exercise every effort to minimize delays to either Party where practical, and shall under no circumstances hold the Tunnel unnecessarily for their sole benefit.

E. Cooperation. Both Parties agree to communicate, consult and cooperate to optimize Tunnel use for all users in the spirit of good faith and partnership. To this end, both parties are encouraged to regularly communicate and discuss the day to day operation of the Tunnel to reduce respective impacts to either mode and to operate the Tunnel cooperatively and optimally for the combined use.

6. Tunnel Maintenance. Except as otherwise provided herein, DOT&PF agrees to maintain the facilities installed to accommodate highway users. DOT&PF, at its sole cost and expense, shall maintain and repair the Tunnel highway and related facilities in a manner that will prevent service outages and optimize the useful life of said facilities. Such maintenance work shall include keeping all rail flange-ways clear of ice and debris. DOT&PF shall perform or cause all such maintenance and repair work to be performed in a prudent and workmanlike manner, in conformity with any applicable statutes, orders, rules, regulations and specifications of any public authority having jurisdiction over the Tunnel. DOT&PF agrees to use its best efforts to assure that Tunnel maintenance and repair is performed at such times and in such manner as not to interfere with the movement of ARRC's trains. ARRC will use its best efforts to support DOT&PF's Tunnel maintenance activities. If ARRC personnel and/or equipment need entry into the Tunnel during DOT&PF maintenance times, such access shall be coordinated between the ARRC train dispatch office and the Tunnel Operator to ensure that such entry can be made safely.

Tunnel maintenance/repair issues will be addressed in the Parties' annual spring and fall Tunnel Operation Schedule meetings referenced in Section 5 above. The Parties agree to make every reasonable effort to schedule maintenance/repair work in a manner that minimizes impacts on railroad and vehicle use of the Tunnel. Additionally, the Parties shall establish written safety procedures designed to protect workers performing mutual maintenance and repair work in the Tunnel. Repairs that fall solely under DOT&PF shall be governed solely by DOT&PF and its contractor.

7. Rail Maintenance. ARRC shall be responsible for major maintenance of the rail and other items, if any, that were present in the Tunnel prior to the introduction of the highway facilities. ARRC shall perform or cause all such maintenance and repair work to be performed in a prudent and workmanlike manner, in conformity with any applicable statutes, orders, rules, regulations and specifications of any public authority having jurisdiction over the Tunnel. For purposes of this Agreement, "major maintenance of the rail" shall mean the replacement or renewal in whole or in part of the rail itself.

DOT&PF understands and agrees that ARRC will need to periodically enter the Tunnel for maintenance/repair of those items for which ARRC is responsible. The scheduling of this work will be done in consultation with the Tunnel Operator. ARRC will make every reasonable effort to schedule this work to minimize impact on highway use of the Tunnel, including where reasonable, scheduling such work to occur after the last highway opening of the day. If ARRC conducts its work so as to preserve the highway facilities to the extent reasonably possible, DOT&PF will be responsible for the cost of

removing non-railroad components of its facility beyond that normally required for railroad maintenance.

Both ARRC and DOT&PF recognize the unique application of "Star Trak" panels to support both highway and rail traffic throughout the Tunnel. ARRC agrees to maintain the line and grade of the highway/railroad surface by adjusting the panels with grout or other means as long as practical. Extensive maintenance or replacement of Star Trak panels is recognized as requiring a capital budget program. Such a program will be handled by the Tunnel Maintenance Committee pursuant to the provisions of Section 9 below.

8. Signal System Maintenance. Adapting the Tunnel for highway use required the installation of a Tunnel Control Signal System ("Signal System") for train traffic that is designed to prevent trains and vehicles from occupying the Tunnel at the same time. DOT&PF agrees to have the Signal System inspected, tested and maintained by qualified ARRC personnel and ARRC agrees to perform such work in accordance with the following terms and conditions.

A. Scope of Work. The ARRC shall, at its sole cost and expense, operate, inspect, test and perform routine maintenance and repair work for the Signal System in accordance with the Federal Railroad Administration's ("FRA") Rules and Regulations Governing Railroad Signal and Train Control Systems, 49 C.F.R. Part 236. This work shall include Signal System needs between the insulated joints at the signal hut in Whittier and the insulated joints at the signal hut at F.5.2 in Bear Valley including the interconnecting cables between the Tunnel doors, the signal control buildings and Tunnel Control Office or appliances or devices within the Tunnel Control Office, and the approach circuits for the signals at F2.5 and F5.2. ARRC's maintenance and repair obligations shall include FRA required inspections and testing and routine maintenance, repair and upgrade of the Tunnel's wayside signals, power operated switch machines, switch heaters, track circuits, signal interlocking control buildings, track wires and cables between the signal control buildings and the individual railroad appliances, and adjustment of the door open limit switches on the Tunnel doors used for the signal interlocking system. Not included in this scope of work is the capital replacement of components valued over $2,500. Capital replacement will be addressed per Section 9 below.

B. Personnel and Equipment. Except as otherwise provided herein, ARRC shall obtain and furnish any and all labor, supervision, permits, licenses, machinery, equipment, tools, fuel, parts, supplies, materials, facilities, transportation and all other things necessary for the performance and completion of the inspection, testing, maintenance, repair and other services referenced in subsection A above. ARRC shall document all inspection, testing, maintenance and repair work performed on the Signal System, as required by the FRA.

C. Service Outages. ARRC will utilize its best efforts to minimize service outages and to respond when a service outage occurs. When possible, DOT&PF will

assist ARRC with funding needed improvements or replacements of components necessary to prevent outages. These include, but are not limited to, providing standby power to signal and communications systems and upgrades to train detection circuits as they degrade with use.

9. Major Tunnel Upgrades or Repairs. The Parties agree to develop a capital budget program to address future major upgrades and/or repairs of Tunnel components that are required to keep the highway use of the Tunnel fully operational or that may be needed to meet new regulatory or safety requirements. The need for major upgrades/repairs shall be addressed at the Parties' annual spring and fall Tunnel Operation Schedule meetings referenced in Section 5 above. ARRC will give DOT&PF at least one (1) years' prior notice of any required major upgrade/repair work along with an estimate of ARRC's costs to perform such work and ARRC will consult with DOT&PF in planning such major upgrade/repair projects. DOT&PF will include said cost estimate in its annual budget request and shall in good faith exercise its best efforts to obtain such an appropriation and ARRC will assist DOT&PF in seeking funding from the legislature. In the event ARRC performs the major upgrade/repair work, DOT&PF agrees to pay the cost thereof to ARRC within sixty (60) days of its receipt of ARRC's invoice therefore. ARRC agrees to submit these bills to DOT&PF in a timely manner.

A. Major Repairs Currently Needed. The Parties agree that the Tunnel repairs/improvements listed in Appendix B attached hereto are currently needed and agree to work together to obtain funding for said projects. The projects listed in Appendix B shall be updated and prioritized annually at the Parties' spring and fall Tunnel Operation Schedule meetings referenced in Section 5 above.

10. Radio Communications System. ARRC owns and maintains an RF (radio frequency) communication system with a leaky coaxial cable running the entire length of the Tunnel. DOT&PF may use the Tunnel RF communications system for DOT&PF's own purposes, without charge, subject to the following conditions:

1. DOT&PF may not modify the infrastructure of the system (hardware or software) in any way without prior written approval from ARRC;

2. DOT&PF may not change the frequencies used for its purposes without prior consultation with ARRC so as to avoid overlapping frequencies or causing other difficulties for ARRC use;

3. At least four (4) frequencies are reserved for ARRC use at all times; and

4. ARRC will maintain two (2) frequencies for DOT&PF use with a demarcation point at the leaky coaxial head-end equipment.

5. DOT&PF has requested funding to convert all DOT&PF Tunnel communications to ALMR, except for communications to ARRC trains and dispatchers.

6. ARRC will cooperatively maintain a radio and telephone in the Tunnel Control Center for the purpose of coordination and expediting train passage with ARRC dispatch.

10. Portal Doors Operation and Maintenance. DOT&PF is responsible for the operation and maintenance of the portal doors of the Tunnel and agrees that the doors will be available for operation on a twenty-four (24) hour-a-day, seven (7) days per week basis. During the hours in which the Tunnel is staffed by the Tunnel Operator, the portal doors will be operated in accordance with the Tunnel Operation Schedule referenced in Section 5 above. During those hours in which the Tunnel is not staffed by the Tunnel Operator, an automated door operation system shall be provided to accomplish the requirements specified in the Tunnel Operations Schedule.

ARRC acknowledges and understands that the portal doors are critical to the control of ice, and to safety and security inside the Tunnel. ARRC will make every reasonable effort to assist the Tunnel Operator in its maintenance of the portal doors. ARRC will not unnecessarily open the portal doors when the Tunnel is not staffed by the Tunnel Operator until just prior to train or other vehicle entry, and will close the portal doors within fifteen (15) minutes after trains or other vehicles exit the Tunnel. If ice forms in the tunnel due to ARRC unnecessarily opening or leaving the portal doors open, ARRC shall remove the ice at its expense.

ARRC understands that both doors MUST be open before a train enters the Tunnel and cannot be closed until after a train clears the Tunnel. Any damage resulting from a door being in the closed position with a train inside the Tunnel shall be repaired by the ARRC at its expense.

11. Tunnel Damage without Fault of Any Party. The Parties recognize that responsibility for damage to the Tunnel resulting from unforeseen acts of God or other significant occurrences not due to the negligence of any Party or their agents cannot fairly be imposed on either Party. In general, the Parties recognize the critical nature of the transportation systems that co-exist in the Tunnel and agree to cooperate to repair any damage in accordance with other provisions of this Agreement and, lacking sufficient funds, to exert their best efforts to obtain funding to repair or replace either or both of their facilities. The Parties further agree that emergency service to the City of Whittier would be restored first in such an event.

12. Clearances. Maintenance of the train clearance dimensions attached hereto as Appendix A is essential to safe rail operations. The clearance dimensions shall be maintained by all Parties at all times. If the Tunnel Operator becomes aware of an intrusion into the clearance dimensions, it shall immediately notify ARRC. Efforts by both Parties shall be exercised to restore clearance for safe operations.

13. Safety, Security & Emergency Issues. The Parties agree that train and roadway safety is of paramount importance and that both Parties' use of the Tunnel must occur in a safe and secure manner. Accordingly, the Parties agree to cooperate in

developing a Tunnel Emergency Plan that addresses safety, security and procedures for emergency operation in the event of a train or vehicle emergency in the Tunnel. The Plan will include a process for notifying the City of Whittier of emergency events and the interim availability of emergency access to and from the City. The Plan shall also address safety and security during highway closure periods, the prohibition of pedestrian traffic in the Tunnel and other matters that that could jeopardize the safety of the Tunnel, its operation or its users. If any event occurs in the Tunnel that may affect train operations, the ARRC must be notified so proper inspection of the track can be made.

A. Jet Exhaust Fans when in Train mode. The ARRC has requested to control and use the Tunnel's jet exhaust fans for train operations. This request comes both as an occupational health and safety issue for ARRC employees and emergency management issue for both employees and passengers of the ARRC. DOT&PF agrees to work cooperatively with the ARRC to allow jet fan operations and let the ARRC have control during rail operations. Any cost to/for this modification will be the sole responsibility of the ARRC.

B. Safe House Air Supply when in Rail Mode. The ARRC has requested and DOT/PF agrees that Safe Houses shall remain operational while rail operations take place in the Tunnel. This request comes both as an occupational health and safety issue for ARRC employees and emergency management issue for both employees and passengers of the ARRC. This operation is currently performed manually, and programming is required making this an automatic process for all trains. The cost of this automation shall be at the expense of the ARRC.

C. Emergency Response during Rail Operations. The ARRC has requested that emergency responders be available during train operations through the Tunnel. The request is to, by separate contract; pay the Tunnel Operator to provide emergency response during rail operations. This request comes both as an occupational health and safety issue for ARRC employees and emergency management issue for both employees and passengers of the ARRC.

DOT&PF hereby authorizes the ARRC to enter into a contract with the DOT&PF Tunnel Operator for emergency response services so long as their agreement agrees to indemnify, defend and hold DOT&PF, its employees, and directors harmless against any and all claims, costs, suits, and damages, including attorney's fees arising out of the performance of their agreement, including claims, damages, and liabilities for injuries suffered, or occurrences of death or property damage relating to the services provided, excluding any claims or liabilities arising out of the sole negligence or willful misconduct of DOT&PF or its employees. All costs for such emergency response services are the sole responsibility of the ARRC. ARRC shall work with the Tunnel Operator to develop an appropriate response plan, and delegation of command.

D. Standby Power. DOT&PF hereby allows ARRC to connect to the Tunnel's standby power for Signal System operations related to the Tunnel.

14. Insurance. DOT&PF is unable to sign a new agreement containing an indemnity clause due to an Alaska Attorney General's opinion dated August 23, 2005 (A.G. File No. 661-05-0132), which deems such a commitment to be contrary to the Alaska Constitution. ARRC requires that potential liability arising from or related to vehicle use of the Tunnel must be addressed in some manner. Accordingly, the Parties agree that the Tunnel Operator shall secure the following liability insurance to protect ARRC from and against any and all claims and liabilities arising out of bodily harm (including death) or property damage that may result from its Tunnel operation and/or maintenance or any reconstruction. All such insurance shall be placed with such insurers and under such forms of policies as may be acceptable to ARRC and shall be kept in force at all times during the term of this Agreement.

A. Commercial General Liability Insurance, listing ARRC as a named insured, for bodily harm (including death) and property damage (including, but not limited to, contractual liability, premises-operations, products, completed projects, broad-form property and independent contractors) with a combined single limit of not less than Five Million Dollars ($5,000,0000) per occurrence. Said insurance policy shall not contain any exclusion for railroad operations or work on railroad property. This insurance is required during the entire term of this Agreement and shall be placed with no more than a $50,000 deductible.

B. During any period in which construction or reconstruction work is actually being performed in or about the Tunnel, and only during such a period, Railroad Protective Liability Insurance for bodily injury (including death) and property damage, naming the Alaska Railroad Corporation as insured, of not less than Five Million Dollars ($5,000,000) per occurrence.

C. Automobile Liability Insurance (including owned, hired, and non-owned), naming ARRC as an additional insured, with a combined single limit per occurrence of not less than One Million Dollars ($1,000,000) for bodily harm (including death) and property damage. This insurance is required during the entire term of this Agreement and shall be placed with no more than a $50,000 deductible.

D. Evidence of Insurance. Each year during the term of this Agreement, DOT&PF shall deliver to ARRC certificates evidencing that the above required insurance is in effect.

E. In the event that the Tunnel Operator fails to provide the insurance required by this Agreement, ARRC shall have the right to acquire such insurance and bill the cost thereof to DOT&PF. DOT&PF shall pay such cost within sixty (60) days of its receipt of ARRC's invoice for the same.

15. Modification; Entire Agreement. No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the DOT&PF and ARRC and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by a Party of any default by the other

Party shall not affect or impair any right arising from any subsequent default. This Agreement and the Appendices attached hereto and made a part hereof constitute the entire understanding between the Parties and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the Tunnel or any part thereof.

16. Compliance with Applicable Laws. Each Party shall comply with all laws, ordinances, rules, regulations, orders, licenses, permits and other requirements of any governmental authority that are applicable to their respective operations, now or hereafter in effect, including, but not limited to, matters of health, safety, sanitation and the environment.

17. No Warranties. ARRC makes no specific warranties, expressed or implied, concerning the condition of the Tunnel, including access or suitability for any use, including those uses authorized by this Agreement. DOT&PF makes no specific warranties, expressed or implied, concerning the condition of the improvements, including access or suitability for any use, including those uses authorized by this Agreement.

18. Notices. Any notice permitted or required to be given hereunder shall be in writing and either delivered by hand, sent by certified mail, confirming e-mail, return receipt requested, or sent by telefax with confirmed delivery, to the following:

If to ARRC, at
ALASKA RAILROAD CORPORATION
P.O. Box 107500
Anchorage, Alaska 99510-7500
Attention: Vice President, Transportation

If to DOT&PF, at
Alaska Department of Transportation & Public Facilities
3132 Channel Drive
Juneau, Alaska 99801-7898
Attention: AAMT Manager

Notice shall be deemed to have been given on the date delivered to the recipient, regardless of any other date indicated thereon.

19. Approvals and Other Decisions. The Parties acknowledge and agree that the implied covenant of good faith and fair dealing shall govern their activities, rights and obligations hereunder. Accordingly, neither Party shall unreasonably, capriciously, or arbitrarily withhold any approval required to be obtained from the other Party hereunder; nor shall either Party unreasonably, capriciously, or arbitrarily impose supplemental conditions or obligations on the other Party hereunder. ARRC hereby agrees that DOT&PF's ability to comply with its public funding obligations, to maintain highways, and to protect the traveling public must be accommodated to the extent that the same are compatible with ARRC's obligation to provide safe, efficient and economical rail transportation services to meet the overall needs of its customers and the state.