

**Item H3:**

**Synopsis No. DTMA1R08002 and Contract DTMA1D08012**





## **Y--Port of Anchorage Intermodal Expansion Project**

**Solicitation Number:** DTMA1R08002

**Agency:** Department of Transportation

**Office:** Maritime Administration (MARAD)

**Location:** MAR-380

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**Notice Type:**

Presolicitation

**Posted Date:**

February 26, 2008

**Response Date:**

March 4, 2008

**Archiving Policy:**

Automatic, on specified date

**Archive Date:**

February 25, 2009

**Original Set Aside:**

N/A

**Set Aside:**

N/A

**Classification Code:**

Y -- Construction of structures and facilities

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**Synopsis:**

Added: February 26, 2008

The Maritime Administration intends to award a contract for continued project management service of the Port of Anchorage Intermodal Expansion Project to Integrated Concept & Research Corporation, located in Anchorage AK, on a Sole Source basis. The anticipated award date is in May 2008, for one year with four one-year options. Integrated Concepts and Research Corporation (ICRC), a subsidiary of Koniag Development Corporation has been the project manager since November 2003, under the Small Business Administration's Alaskan Native Corporation program. In June, 2007, ICRC was purchased by VSE, a large business. Under Federal Acquisition Regulations 19.812(d), the 8(a) contract must be terminated, absent a waiver from the SBA. In January 2008, the SBA declined to issue such a waiver. Since inception of the program, ICRC has managed all aspects of the project, developing expert knowledge of the project and forging key relationships with State, local, Federal agencies, and the local contractor community. ICRC has the expertise, and established business relationships to manage a major construction project in a challenging environment such as Anchorage, with critical economic implications for the entire state of Alaska and strategic port implications for the nation's security. Changing prime contractors at this stage would present a significant and unacceptable setback to the project's progression, and would be contrary to the public interest. The integrated master schedule and budget and overall complex project implementation has been developed by ICRC after four years of research, lengthy negotiations, and frequent communications with all project stakeholders. ICRC has compiled substantial background information related to the project and developed internal controls to maintain the voluminous materials which describe the existing baseline and as-built conditions which are integral in establishing the phased implementation of the project. In

addition, ICRC has also established procedures and controls necessary to maintaining progress on a multiplicity of contracts, subcontracts, tribal arrangements and payments for commercially awarded contract instruments. In addition, ICRC has been an integral part of attaining all required permits for the project including negotiations of permit conditions, permit modifications, preparation and maintenance of compliance documents, and all public involvement including multi-agency meetings with those having jurisdiction over multiple trust resources. ICRC maintains a database of open permits, and evidence of project permit compliance, for approximately 100 mandates at the local, State, and Federal regulatory levels. ICRC remains integral to the development and implementation of an interagency approved compensatory Mitigation Plan for the project. In addition, ICRC staff possesses the innate project knowledge, background, and experience and is relied upon heavily by the Maritime Administration and Port Of Anchorage on a daily basis. ICRC's staff has substantial institutional and historical knowledge necessary to move the project forward efficiently and effectively. ICRC is instrumental in continuing the complex relationships and has intimate knowledge of all binding agreements between Maritime Administration and the U.S. Air Force, Elmendorf AFB (EAFB) and the U.S. Army Corps of Engineers. These agreements establish unique partnerships that allow the majority of earth materials required for the project to be excavated on EAFB, transported to the port without the use of public roads, at no royalty cost to the Government, through a unique partnership. The working relationships and trust required to achieve and maintain these agreements represent a significant investment on the part of ICRC and the Government and could not be replaced even at significant cost and time.

**Contracting Office Address:**

DOT/Maritime Administration, MAR-380 1200 New Jersey Ave SE, MAR380 W26-429 Washington DC 20590

**Place of Performance:**

Anchorage, AK  
99501

**Point of Contact(s):**

Wayne Leong Contracting Officer 2023665620 wayne.leong@dot.gov;

Point of Contact above, or if none listed, contact the IDEAS EC HELP DESK for assistance

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**Opportunity History**

■ **Original Synopsis**

Feb 26, 2008  
12:00 am

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		Rating		Page 1 of 37	
2. CONTRACT (Proc. inst. ident.) NO. DTMA1D08012		3. EFFECTIVE DATE 07/16/2008		4. REQUISITION/PURCHASE REQUEST PROJECT NO.			
5. ISSUED BY DOT/Maritime Administration, MAR-380 1200 New Jersey Ave SE, MAR380 W26-429  Washington, DC 20590-		CODE 00091		6. ADMINISTERED BY (If other than Item 5) CODE			
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) INTEGRATED CONCEPTS AND RESEARCH CORPORATION  1033 NORTH FAIRFAX STREET SUITE 400 ALEXANDRIA, VA 22314-1540				8. DELIVERY <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT 10 days % 20 days % 30 days % days %			
CODE *		FACILITY CODE		10. SUBMIT INVOICES (4 Copies unless other - - wise specified) To THE ADDRESS SHOWN IN:		ITEM 12	
11. SHIP TO/MARK FOR ROGER BOHNERT DOT/Maritime Administration, MAR-500 1200 New Jersey Ave., SE, MAR500, W28-201  Washington, DC 20590-		CODE HQ500		12. PAYMENT WILL BE MADE BY CODE DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City MARAD A/P SAR Invoices Branch, AMZ-150 PO Box 25710  Oklahoma City, OK 73125-			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input checked="" type="checkbox"/> 41 U.S.C. 253(c) (1 )				14. ACCOUNTING AND APPROPRIATION DATA No Funding Information			
15A. ITEM NO.	15B. SUPPLIES/SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
	SEE LINE ITEM DETAIL						
<b>15G. TOTAL AMOUNT OF CONTRACT</b>						0.00	
16. TABLE OF CONTENTS							
( )	SEC	DESCRIPTION	PAGE(S)	( )	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION CONTRACT FORM		X	I	CONTRACT CLAUSES	
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS/WORK STATEMENT		X	J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE		K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES AND PERFORMANCE					
X	G	CONTRACT ADMINISTRATION DATA		L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	H	SPECIAL CONTRACT REQUIREMENTS		M	EVALUATION FACTORS FOR AWARD		
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print) <b>CARL WILLIAMS PRESIDENT &amp; COO</b>				20A. NAME OF CONTRACTING OFFICER Wayne Leong			
19B. NAME OF CONTRACTOR By 		19C. DATE SIGNED <b>7/14/2008</b>		20B. UNITED STATES OF AMERICA By 		20C. DATE SIGNED 07/15/2008	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

<b>Line Item Summary</b>		<b>Document Number</b> DTMA1D08012	<b>Title</b> Port of Anchorage Expansion Project			<b>Page</b> 2 of 37	
<b>Line Item Number</b>	<b>Description</b>	<b>CLIN Ref</b>	<b>Delivery Date (Start Date to End Date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost (Includes Discounts)</b>
0001	Services, Project Management	0001		0.00	NTE	\$15,304,614.000	\$ 0.00
(07/16/2008 to 05/31/2011)							
<p>Project Management Services to manage and execute the Port of Anchorage Intermodal Expansion Project. The contractor shall perform the functions described in the Statement of Work (SOW) (Attachment J-1 "Program Management Services"), period of performance Jul 16, 2008, through May 31, 2011, at the provisional rates established in Attachment J-4; by issuance of Task Orders.</p> <p>Funding beyond the first year is subject to the availability of funds.</p> <p>See the attached Statement of Work</p>							
0002	Cancellation ceiling	0002			NTE	\$287,388.000	
Cancellation ceiling in case funding is not available after year one of the base period.							
0003	Services, Project Management, Option year 1	0003		0.00		\$ .000	\$ 0.00
(06/01/2011 to 05/31/2012)							
<p>The contractor shall perform the functions described in the Statement of Work (SOW) (Attachment J-1 "Program Management Services"), period of performance June 1, 2011, through May 31, 2012, at the base rates established in Attachment J-4 as increased by agreed to escalations; by issuance of Task Orders</p>							
0004	Services, Project Management, Option year 2	0004		0.00		\$ .000	\$ 0.00
(06/01/2012 to 05/31/2013)							
<p>The contractor shall perform the function described in the SOW (Attached J-1 "Program Management Services"), period of performance June 1, 2012 through May 31, 2013 at the base rates established in Attachment J-4 as increased by agreed to escalations; by issuance of Task Orders.</p>							



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## COMMERCIAL CLAUSES

### 1 INTRODUCTION

This is a cost plus award fee contract to manage and execute the Port of Anchorage Intermodal Expansion Project. The estimated ceiling amount of the contract shall not exceed \$704 million.

### 2 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/far/current/html/FARTOCP52.html>

Clause	Title	Date
52.211-10	Commencement, Prosecution, and Completion of Work	April 1984
52.211-10 Alt I	Commencement, Prosecution, and Completion of Work (Apr 1984) - Alternate I	April 1984
52.211-12	Liquidated Damages--Construction	September 2000
52.211-13	Time Extensions	September 2000
52.211-18	Variation in Estimated Quantity	April 1984
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction	February 1999
52.222-27	Affirmative Action Compliance Requirements for Construction	February 1999
52.222-30	Davis-Bacon Act - Price Adjustment (None or Separately Specified Method)	December 2001
52.222-32	Davis-Bacon Act - Price Adjustment (Actual Method)	December 2001
52.225-09	Buy American Act - Construction Materials	January 2005
52.225-10	Notice of Buy American Act Requirement - Construction Materials	May 2002
52.225-11	Buy American Act - Construction Materials under Trade Agreements	August 2007
52.225-12	Notice of Buy American Act Requirement - Construction Materials under Trade Agreements	January 2005
52.227-04	Patent Indemnity-Construction Contracts	December 2007
52.232-05	Payments under Fixed-Price Construction Contracts	September 2002
52.236-02	Differing Site Conditions	April 1984
52.236-03	Site Investigation and Conditions Affecting the Work	April 1984
52.236-04	Physical Data	April 1984
52.236-05	Material and Workmanship	April 1984
52.236-09	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	April 1984
52.236-10	Operations and Storage Areas	April 1984
52.236-11	Use and Possession Prior to Completion	April 1984
52.236-12	Cleaning Up	April 1984
52.236-13	Accident Prevention	November 1991
52.236-14	Availability and Use of Utility Services	April 1984
52.236-18	Work Oversight in Cost-Reimbursement Construction Contracts	April 1984
52.236-19	Organization and Direction of the Work	April 1984
52.248-03	Value Engineering-Construction	September 2006

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52.249-10	Default (Fixed-Price Construction)	April 1984
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### 3      52.236-07      PERMITS AND RESPONSIBILITIES

NOVEMBER 1991

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

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## SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

### C.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/far/current/html/FARTOCP52.html>

Clause	Title	Date
TEXT	APPENDIX 1 (a)	
TEXT	APPENDIX 1(b)	
TEXT	APPENDIX 2	
TEXT	ATTACHMENT J-1	
TEXT	ATTACHMENT J-2	

### C.2 SECTION C - STATEMENT OF WORK

See attachment J-1

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## SECTION D -- PACKAGING AND MARKING

### D.1 SECTION D - PACKAGING AND MARKINGS

#### LIST OF DELIVERABLES

Identified within individual Task Orders.

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## SECTION E -- INSPECTION AND ACCEPTANCE

### E.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/far/current/html/FARTOCP52.html>

Clause	Title	Date
52.246-03	Inspection of Supplies--Cost-Reimbursement	May 2001
52.246-04	Inspection of Services--Fixed-Price	August 1996
52.246-05	Inspection of Services--Cost-Reimbursement	April 1984
52.246-06	Inspection--Time-and-Material and Labor-Hour	May 2001
52.246-16	Responsibility for Supplies	April 1984

### E.2 52.246-12 INSPECTION OF CONSTRUCTION

AUGUST 1996

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

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(g) If the Contractor does not promptly replace or correct rejected work, the Government may--

- (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor; or
- (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

### E.3 ACCEPTANCE OF CONSTRUCTION

To clarify the acceptance addressed in paragraph (i) of the Inspection of Construction Clause at 52.246-12, acceptance by MARAD shall be effective upon the signature of the COTR of a Certificate of Completion issued by the Contractor. Upon acceptance by MARAD of work tendered under this Contract, all right, title and interest to such work shall convey to the Municipality of Anchorage and its Department Port of Anchorage as a third party beneficiary, unless otherwise provided. All warranties and guarantees provided by the Contractor shall benefit both MARAD and the Municipality of Anchorage and its Department Port of Anchorage.

The term "Work" includes, but is not limited to: materials, workmanship, and manufacture and fabrication of components.

The Certificate of Completion shall be a document executed by the Contractor that attests to the Contractor's inspection of the work, and that the work has been completed according to specifications and all applicable requirements, including customary industry standards and is free from material defects. Prior to submission to MARAD, the Certificate must also be signed by an authorized representative of the Port of Anchorage.

### E.4 INSPECTION AND ACCEPTANCE

The Contracting Officer or a duly authorized representative shall perform inspection and acceptance of supplies and/or services to be provided under this contract. It should be noted that the person doing the inspection and acceptance shall not be the originator.

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## SECTION F -- DELIVERIES OR PERFORMANCE

### F.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/far/current/html/FARTOCP52.html>

Clause	Title	Date
52.242-15	Stop-Work Order	August 1989
52.242-17	Government Delay of Work	April 1984
52.247-34	F.o.b. Destination	November 1991

### F.2 DELIVERIES OR PERFORMANCE

#### TYPE OF CONTRACT

The resultant Contract will be an indefinite delivery, indefinite quantity, cost-plus-award-fee contract. Task orders may be cost reimbursable or fixed price task orders, depending on the requirements of the task order being issued. The award fee will consist of a base amount plus an award fee pool.

#### PERIOD OF PERFORMANCE

The period of performance for the resultant contract shall extend one, three-year base period plus four (4) option years from the start date of Contract performance.

#### WEEKLY PROGRESS REPORTING

A Weekly Progress report shall be sent to key stakeholders prior to the weekly progress conference call. As a minimum, the report shall cover the following items:

- The percentage of work performed during the previous month.
- Significant findings, problems, delays, inclusions, events, trends, etc. of the reporting period which result from or affect the performance of the contract.
- Specify actions required by the Government, to assist in the resolution of a problem or, to effect the timely progression of the contract.
- The percentage of project completed.
- The percentage of funds expended during the reporting period.
- A comparison of the actual and planned accumulated costs through the reporting period.

#### TASK ORDERS

The Offeror shall perform work under this contract as specified in written task orders issued by the Contracting Officer. Task Orders shall not change any terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the contractor shall immediately notify the Contracting Officer. Orders placed shall contain the following information:

- Date of order.
- Contract number and order number.

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(c) For supplies and services, contract item number and description, quantity, and unit price or estimated cost or fee.

(d) Delivery or performance schedule.

(e) Place of delivery or performance (including consignee).

(f) Any packaging, packing, and shipping instructions.

(g) Accounting and appropriation data.

Task Orders shall be issued at the funded amount of the work contemplated therein. The Contractor shall notify the Contracting Officer when funding is 75% expended and the estimated amount to complete the services for that task order, if it is expected to exceed present funds. Depending on funding stream, task orders may be incrementally funded and subsequent funding will be subject to availability of funds.

Each task will set a ceiling price that the Contractor may not exceed, except as specifically authorized by the Contracting Officer.

In order to avoid cost overruns the contractor is obligated, as a consequence of the requirements and the risk imposed by the Limitation of Cost clause, to maintain an accounting and financial reporting system. The Contractor shall utilize the web-base Contract Management System for tracking expenses and or expenditures.

#### MINIMUM/MAXIMUM QUANTITY FOR TASK ORDERS

The Government is obligated at a minimum to order program management tasks for the the year of the base period and any option year exercised. The quantities of supplies or services specified in Section B are estimates only and are not purchased by the proposed contract. Task orders shall be greater than \$5000 in value. The maximum ordered in any one contract year shall not exceed 50 percent of the contract's estimated valued.



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## SECTION G -- CONTRACT ADMINISTRATION DATA

### G.1 CONTRACT ADMINISTRATION

Contract administration shall be as set forth below and in accordance with the special contract requirement(s) of this Contract.

#### INVOICE REQUIREMENTS

- a. The Contracting Officer agrees to pay the Contractor on a bi-monthly basis, upon submission of a proper invoice for services and/or supplies in the amount of five thousand dollars (\$ 5,000) or more. Individual invoices may be submitted for each task order.
- b. The contractor shall submit invoices through the MARAD Electronic Invoice System (EIS) and inform MARAD of the submittal to EIS.
- c. To constitute a proper invoice, the invoice must include the following information and/or attached documentation:
  - (1) Name of business concern.
  - (2) Invoice date.
  - (3) Contract number, or other authorization for supplies delivered or services performed (including task order and/or contract line item number).
  - (4) Description, price and quantity of supplies and services actually delivered or rendered.
  - (5) Shipping and payment terms.
  - (6) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
  - (7) Other substantiating documentation or information as required by the contract or Contracting Officer.
- d. The on-line version of the invoice shall provide the ACO with the capability of approving in full or partial payments or rejecting invoices in total. DCAA will be provided with access to the website for the purpose of concurrent auditing. The contractor shall maintain a satisfactory accounting system during the life of the contract.

#### POINTS OF CONTACT

##### a. PROCURING CONTRACTING OFFICER (PCO):

Wayne Leong  
 U.S. DEPARTMENT OF TRANSPORTATION  
 MARITIME ADMINISTRATION  
 OFFICE OF ACQUISITION, MAR-380  
 1200 NEW JERSEY AVENUE, S.E.  
 2ND FLOOR, W28-201  
 WASHINGTON, DC 20590  
 Telephone 202 366-5620  
 E-Mail Address: wayne.leong@dot.gov

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**b. LOCAL CONTRACT ADMINISTRATION (LCA)**

Greg Cagle  
U.S. DEPARTMENT OF TRANSPORTATION  
MARITIME ADMINISTRATION  
421 WEST FIRST AVENUE, SUITE 200  
ANCHORAGE, AK 99501  
Telephone 907 264-8913  
E-Mail Address: greg.cagle@dot.gov

All correspondence shall be directed to the Procuring Contracting Officer, copy to the local contract administrator, except as otherwise specified.

**c. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR):**

ROGER BOHNERT  
U.S. DEPARTMENT OF TRANSPORTATION  
MARITIME ADMINISTRATION  
PORTS  
1200 NEW JERSEY AVENUE, S.E.  
2ND FLOOR, W  
WASHINGTON, DC 20590  
Telephone: 202 366-0720  
E-Mail Address: roger.bohnert@dot.gov

**d. ASSISTANT CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (ACOTR)**

RICHARD WALKER  
U.S. DEPARTMENT OF TRANSPORTATION  
MARITIME ADMINISTRATION  
PORTS  
1200 NEW JERSEY AVENUE, S.E.  
2ND FLOOR, W  
WASHINGTON, DC 20590  
Telephone: 202 366-5474  
E-Mail Address: richard.walker@dot.gov

The COTR is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract/task orders.

The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes that affect the contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for him by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

The COTR may be changed by the Government at any time, but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the Contracting Officer in writing.

**TRAVEL REQUIREMENTS**

Travel associated with this contract or resulting Task Orders, shall be performed by the Contractor in direct support of this contract shall be reimbursed on a reasonable, actual, allowable basis in accordance with the Federal Travel Regulations. Reimbursement for travel done in concurrence with another Government contract shall be pro-rated according to the number of man-hours expended on each contract; at no time shall either Government agency be charged with the full cost of the travel.

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Travel cost must be broken out by each element i.e., airfare, lodging subsistence, car rental, taxi, etc.

## **TASK ORDER PROCESS**

### GENERAL

Any supplies or services to be furnished by the Contractor under this contract shall be authorized by the issuance of a Task Order

### ISSUANCE

The scope of individual Task Order may vary widely from one another. The Contractor shall not commence work until they receive a Task Order signed by the Contracting Officer.

Prior to issuance of a Task Order the Contractor shall submit via the Contract Management System a written specification, cost estimate and time estimates, for completion of the required work. The specification will be reviewed, approved or modified by MARAD prior to issuance of a Task Order. At a minimum, the cost estimate shall include the labor and material cost for each item.

If emailed, mailed or faxed, a Task Order is considered issued when the Government presses the send key or deposits the Task Order in the mail. The Government will also issue the task order in the Contract Management System as a parallel action. The Contractor must acknowledge receipt within three calendar days from receipt of the Task Order.

## **TASK ORDER NUMBERING**

The Port of Anchorage project consists of the following phases:

- Road and Rail
- Barge Terminal
- Intermodal Facility - dock, cruise terminal, etc.

Numbering of task orders will follow the following work elements by each phase:

Task Orders 1101-199 - Program Management Activities  
Task Orders 1201-299 - Environmental Activities  
Task Orders 1301-399 - Engineering & Design Tasks  
Task Orders 1401-499 - Construction  
Task Orders 1501-599 - Security Work  
Task Orders 1601-699 - Port Planning and Market Niche Studies

Content - When proposing task orders, the Contractor shall include the following:

- Proposed number and title
- Description of task including specific deliverables
- Delivery schedule
- Key Personnel for task
- Task cost makeup including individuals proposed to do the work, hours, labor rates, overhead and G&A rates, material including material handling costs, and fee, plus any other cost documentation
- Date by which task must be issued, if project critical path would be affected

## **ACCEPTANCE OF THE TASK ORDER**

Implied Acceptance, Acceptance of the Task Order by the Contractor shall be implied, if, after three calendar days of receipt, the Contractor has not notified the COTR, either orally or in writing, of problems and/or disagreements with the Task Order

After the commencement of a Task Order, the Contractor shall notify the Contracting Officer in writing of the need to revise the Task Order, or to request additional funding to complete the task.

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#### **EXPENDITURE AND TRACKING OF REIMBURSABLE FUNDS**

Upon receipt of the authority to commit funds, the Contractor will issue an order for the supplies and/or services, in accordance with the procedures set forth in Attachment J-2 Purchasing Policies for Subcontracting Contracts with in the Maritime Administration.

**It is the Contractor's responsibility to track all funding obligated and funds available on each T.O. Funds shall be further tracked to show the status of the purchase order(s) issued, funds obligated and expended, and the T.O. closed out. All tracking shall be done utilizing the web-based system developed for the Port Expansion Project.**

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## SECTION H -- SPECIAL CONTRACT REQUIREMENTS

### H.1 SPECIAL CONTRACT REQUIREMENTS

#### **SUPERVISION**

The Contractor shall provide at all times the quantity and quality of supervision necessary for the effective and efficient management of the operation. All supervisors shall have an intimate knowledge of the various tasks, equipment, and materials so as to be able to properly train and direct the workers in their individual tasks and to maintain and control an effective operation.

#### **STANDARDS OF EMPLOYEE CONDUCT**

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary.

#### **ORGANIZATIONAL CONFLICTS OF INTEREST**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions, which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(c) Remedies - The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor is aware of potential organizational conflict of interest prior to award or; discovered an actual or potential conflict after award and, did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default. Debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert provisions, which shall conform substantially to the language of this clause, including this paragraph (d) in any subcontract or consultant agreement hereunder.

#### **OPERATION ON OTHER'S PROPERTY**

The Contractor agrees to comply with the requirements of other organizations while on their property in the performance of the work called for by this contract.

#### **KEY PERSONNEL**

(a) The Contractor shall assign to this contract the following key personnel:  
Table H-1 Key Personnel Information

Principal in Charge: Diana Carlson

President and Chief Operating Officer: Carl Williams

VSE's Executive Vice President of Strategic Initiatives and Business Development: James Lexo

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Program Manager: Connie Black and Brett Flint

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless illness, death, or termination of employment necessitates the substitution. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by the next paragraph below. **After the initial 90-day period**, the Contractor shall submit the information required by paragraph (c) below, to the Contracting Officer **at least 15 days prior** to making permanent changes.

(  
c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitution(s), complete resumes for the proposed substitute(s), and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

#### **CONTRACT NOT AFFECTED BY ORAL AGREEMENT**

No oral agreement shall be made by any person(s), other than the Contracting Officer, and this shall only be in cases of Emergency(ies) The Contracting Officer is the only individual authorized to modify or otherwise affect the Scope of Work or other terms and conditions, as herein stated. All oral agreements shall be followed-up in writing by the Contracting Officer.

#### **RIGHTS IN DATA**

As prescribed FAR 52.227-14 Right in Data-General (JUN 1987), the Government shall have unlimited rights to all in -

- a. Data first produced in the performance of this contract
- b. Form, fit and function data delivered under this contract
- c. Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation or routine maintenance and repair items, components or processes delivered or furnished for use under this contract.

#### **PERFORMANCE EVALUATION**

a. Contractor performance shall be evaluated by the Contracting Officer throughout the life of the contract. Contractor product and services, which do not meet the minimum quality standards specified in Attachment J-1 - Statement of Work, and elsewhere in this contract, may be subject to correction These corrections may include but are not limited to the following:

1. Re-performance by the Contractor, as directed by the Contracting Officer
2. Re-performance by the government, with re-performance costs charged to the Contractor.
3. Termination for default.
4. The foregoing shall not be construed as a waiver nor a modification of any rights available to the Government under FAR clauses 52.246-2 or 52.246-4, as incorporated in Section E. Inspection and Acceptance; nor of any other right or corrections available to the government.
5. The Contracting Officer, with the assistance of the COTR shall prepare a semi-annual Contractor performance evaluation IAW FAR 42.1502. A copy of this evaluation shall be forwarded to the Contractor for review and comment. The Contractor shall have not less than 30 days to submit written comments, rebutting statements, or additional information to the Contracting Officer. The completed evaluation shall not be released to other than government personnel and the contractor whose performance is being evaluated.

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## **FIXED PRICE LABOR HOUR**

The contractor shall provide no more than the number of labor hours specified in each Task Order at the specified unit price/hourly labor rate (which includes other direct cost (ODC), overhead, general and administrative (G&A) expenses, and fee). The total number of labor hours shall be exclusive of vacation, sick leave and holiday hours and travel.

## **VERIFICATION OF LABOR HOURS, CONSIDERATION AND PAYMENT**

(1) To support payment for work performed under Task Orders, the invoice(s) submitted therefore shall include a certification by the contractor stating that the number of labor hours stated are the actual number of labor hours expended during the period for which the invoice(s) are submitted. The invoices will be submitted to the paying officer. The Contracting Officer will evaluate invoices prior to payment.

(2) Upon completion of the performance of the work called for in Section B above, the Contracting Officer or duly authorized representative shall have the right to examine the Contractor's records for the purpose of verifying the number of labor hours utilized in the performance of the work thereunder.

(3) Upon submission of properly certified invoice(s), the government shall make payment(s) to the contractor in accordance with FAR 52.216-7.

(4) In no event shall the total payments made under the contract exceed the contract CEILING AMOUNT set forth in in this contract without approval of the Contracting Officer.

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## SECTION I -- CONTRACT CLAUSES

### I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/far/current/html/FARTOCP52.html>

Clause	Title	Date
1252.223-71	Accident and Fire Reporting	May 2005
1252.237-70	Qualifications of Employees	May 2005
1252.242-72	Dissemination of Contract Information	October 1994
52.202-01	Definitions	July 2004
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-06	Restrictions on Subcontractor Sales to the Government	September 2006
52.203-07	Anti-Kickback Procedures	July 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	January 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	September 2007
52.204-01	Approval of Contract	December 1989
52.204-02	Security Requirements	August 1996
52.204-07	Central Contractor Registration	April 2008
52.209-06	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	September 2006
52.215-02	Audit and Records--Negotiation	June 1999
52.215-08	Order of Precedence--Uniform Contract Format	October 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	October 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	October 1997
52.215-12	Subcontractor Cost or Pricing Data	October 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	October 1997
52.215-14	Integrity of Unit Prices	October 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	July 2005
52.215-19	Notification of Ownership Changes	October 1997
52.216-07	Allowable Cost and Payment	December 2002
52.216-25	Contract Definitization	October 1997
52.219-08	Utilization of Small Business Concerns	May 2004
52.219-16	Liquidated Damages-Subcontracting Plan	January 1999
52.219-27	Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside	May 2004
52.222-01	Notice to the Government of Labor Disputes	February 1997
52.222-03	Convict Labor	June 2003
52.222-06	Davis-Bacon Act	July 2005
52.222-07	Withholding of Funds	February 1988
52.222-08	Payrolls and Basic Records	February 1988
52.222-09	Apprentices and Trainees	July 2005
52.222-11	Subcontracts (Labor Standards)	July 2005



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52.222-12	Contract Termination-Debarment	February 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations	February 1988
52.222-14	Disputes Concerning Labor Standards	February 1988
52.222-15	Certification of Eligibility	February 1988
52.222-16	Approval of Wage Rates	February 1988
52.222-17	Labor Standards for Construction Work--Facilities Contracts	February 1988
52.222-20	Walsh-Healy Public Contracts Act	December 1996
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	March 2007
52.222-29	Notification of Visa Denial	June 2003
52.222-41	Service Contract Act of 1965	November 2007
52.222-43	Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)	November 2006
52.222-44	Fair Labor Standards Act and Service Contract Act - Price Adjustment	February 2002
52.223-03	Hazardous Material Identification and Material Safety Data	January 1997
52.223-05	Pollution Prevention and Right-to-Know Information	August 2003
52.223-06	Drug-Free Workplace	May 2001
52.223-09 Alt I	Estimate of Percentage of Recovered Material Content for EPA Designated Products (Aug 2000) - Alternate I	May 2008
52.223-12	Refrigeration Equipment and Air Conditioners	May 1995
52.223-14	Toxic Chemical Release Reporting	August 2003
52.224-01	Privacy Act Notification	April 1984
52.224-02	Privacy Act	April 1984
52.225-01	Buy American Act - Supplies	June 2003
52.225-08	Duty- Free Entry	February 2000
52.225-13	Restrictions on Certain Foreign Purchases	February 2006
52.225-16	Reserved	April 2006
52.227-01	Authorization and Consent	July 1995
52.228-02	Additional Bond Security	October 1997
52.228-05	Insurance - Work on a Government Installation	January 1997
52.228-08	Liability and Insurance - Leased Motor Vehicles	May 1999
52.228-16	Performance and Payment Bonds--Other Than Construction	November 2006
52.229-03	Federal, State, and Local Taxes	April 2003
52.230-02	Cost Accounting Standards	April 1998
52.230-03	Disclosure and Consistency of Cost Accounting Practices	April 1998
52.232-01	Payments	April 1984
52.232-17	Interest	June 1996
52.232-22	Limitation of Funds	April 1984
52.232-23	Assignment of Claims	January 1986
52.232-25	Prompt Payment	October 2003
52.232-27	Prompt Payment for Construction Contracts	September 2005
52.233-01	Disputes	July 2002
52.233-03	Protest after Award	August 1996
52.237-02	Protection of Government Buildings, Equipment, And Vegetation	April 1984
52.237-03	Continuity of Services	January 1991
52.239-01	Privacy or Security Safeguards	August 1996
52.241-02	Order of Precedence - Utilities	February 1995
52.241-04	Change in Class of Service	February 1995
52.241-05	Contractor's Facilities	February 1995
52.241-06	Service Provisions	February 1995
52.241-11	Multiple Service Locations	February 1995
52.242-01	Notice of Intent to Disallow Costs	April 1984
52.242-03	Penalties for Unallowable Costs	May 2001

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52.242-13	Bankruptcy	July 1995
52.242-14	Suspension of Work	April 1984
52.243-01	Changes--Fixed Price	August 1987
52.243-01 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	April 1984
52.243-02	Changes--Cost-Reimbursement	August 1987
52.243-03	Changes--Time-and-Material or Labor-Hours	September 2000
52.243-04	Changes	June 2007
52.244-05	Competition In Subcontracting	December 1996
52.244-06	Subcontracts for Commercial Items	March 2007
52.245-01	Government Property	June 2007
52.245-02	Government Property Installation Operation Services	June 2007
52.246-25	Limitation of Liability--Services	February 1997
52.247-67	Submission of Transportation Documents for Audit	February 2006
52.248-01	Value Engineering	February 2000
52.249-02	Termination for Convenience of the Government (Fixed-Price)	May 2004
52.249-06	Termination (Cost-Reimbursement)	May 2004
52.249-08	Default (Fixed-Price Supply and Service)	April 1984
52.249-14	Excusable Delays	April 1984
52.251-01	Government Supply Sources	April 1984
52.252-04	Alterations in Contract	April 1984
52.252-06	Authorized Deviations in Clauses	April 1984
52.253-01	Computer Generated Forms	January 1991
MA1252.1	CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)	May 1999
52.216-23	Execution and Commencement of Work	April 1984
52.216-24	Limitation of Government Liability	April 1984
52.217-09	Option to Extend the Term of the Contract	March 2000
52.241-03	Scope and Duration of Contract	February 1995
52.232-18	Availability Of Funds	April 1984

## I.2 52.216-18 ORDERING

OCTOBER 1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of Notice to Proceed through expiration date of the date.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

## I.3 52.216-19 ORDER LIMITATIONS

OCTOBER 1995

(a) **Minimum order.** When the Government requires supplies or services covered by this contract in an amount of less than **\$5,000**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) **Maximum order.** The Contractor is not obligated to honor:

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- (1) Any order for a single item in excess of the estimated dollar value in the schedule per year plus 100%;
- (2) Any order for a combination of items in one contract year in excess of **50 percent of the estimated value of the contract**; or
- (3) A series of orders from the same ordering office within **365** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **3** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### I.4 52.216-22 INDEFINITE QUANTITY

OCTOBER 1995

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **the completion date plus six months**.

#### I.5 52.217-08 OPTION TO EXTEND SERVICES

NOVEMBER 1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.  
(End of clause)

#### I.6 52.219-09 SMALL BUSINESS SUBCONTRACTING PLAN

APRIL 2008

- (a) This clause does not apply to small business concerns.

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(b) Definitions. As used in this clause--

“Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2)

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

“Electronic Subcontracting Reporting System (eSRS)” means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

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(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Central Contractor Registration database (CCR), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in CCR as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, servicedisabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of CCR as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

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(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(v) Provide its prime contract number, its DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their reports; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUB-Zone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., CCR), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUB-Zone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUB-Zone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating—

(A) Whether small business concerns were solicited and, if not, why not;

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(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through--

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUB-Zone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUB-Zone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

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(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with—

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan and shall be submitted to the Administrative Contracting Officer (ACO) or Contracting Officer, if no ACO is assigned.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides—

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.



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(2) SSR. (i) Reports submitted under individual contract plans—

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$550,000 (over \$1,000,000 for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

(D) For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve month period ending September 30. Reports are due 30 days after the close of each reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts.

(ii) Reports submitted under a commercial plan—

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the yearend SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

I.7 52.232-18 AVAILABILITY OF FUNDS

APRIL 1984

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

I.8 52.244-02 SUBCONTRACTS

JUNE 2007

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(a) Definitions. As used in this clause--

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clauses at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

None

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

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- (A) The principal elements of the subcontract price negotiations;
- (B) The most significant considerations controlling establishment of initial or revised prices;
- (C) The reason cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.
- (g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--
- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.
- (h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (k) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:
- (None)
- (End of clause)

I.9      52.249-06      TERMINATION (COST-REIMBURSEMENT) (MAY 2004) -      SEPTEMBER 1996  
             ALT II              ALTERNATE II

- (a) The Government may terminate performance of work under this contract in whole or, from time to time, in part, if--
- (1) The Contracting Officer determines that a termination is in the Government's interest; or

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(2) The Contractor defaults in performing this contract and fails to cure the default within 10 days (unless extended by the Contracting Officer) after receiving a notice specifying the default. "Default" includes failure to make progress in the work so as to endanger performance.

(b) The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying whether termination is for default of the Contractor or for convenience of the Government, the extent of termination, and the effective date. If, after termination for default, it is determined that the Contractor was not in default or that the Contractor's failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of the Contractor as set forth in the Excusable Delays clause, the rights and obligations of the parties will be the same as if the termination was for the convenience of the Government.

(c) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause), except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the cost of which would be reimbursable in whole or in part, under this contract; approval or ratification will be final for purposes of this clause.

(6) Transfer title (if not already transferred) and, as directed by the Contracting Officer, deliver to the Government--

(i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated;

(ii) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government; and

(iii) The jigs, dies, fixtures, and other special tools and tooling acquired or manufactured for this contract, the cost of which the Contractor has been or will be reimbursed under this contract.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (c)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(d) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(e) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept the items and remove them or enter into

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a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(f) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(g) Subject to paragraph (f) of this clause, the Contractor and the Contracting Officer may agree on the whole or any part of the amount to be paid (including an allowance for fee) because of the termination. The contract shall be amended, and the Contractor paid the agreed amount.

(h) If the Contractor and the Contracting Officer fail to agree in whole or in part on the amount of costs and/or fee to be paid because of the termination of work, the Contracting Officer shall determine, on the basis of information available, the amount, if any, due the Contractor, and shall pay that amount, which shall include the following:

(1) All costs reimbursable under this contract, not previously paid, for the performance of this contract before the effective date of the termination, and those costs that may continue for a reasonable time with the approval of or as directed by the Contracting Officer; however, the Contractor shall discontinue those costs as rapidly as practicable.

(2) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (h)(1) of this clause.

(3) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory. If the termination is for default, no amounts for the preparation of the Contractor's termination settlement proposal may be included.

(4) A portion of the fee payable under the contract, determined as follows:

(i) If the contract is terminated for the convenience of the Government, the settlement shall include a percentage of the fee equal to the percentage of completion of work contemplated under the contract, but excluding subcontract effort included in subcontractors' termination proposals, less previous payments for fee.

(ii) If the contract is terminated for default, the total fee payable shall be such proportionate part of the fee as the total number of articles (or amount of services) delivered to and accepted by the Government is to the total number of articles (or amount of services) of a like kind required by the contract.

(5) If the settlement includes only fee, it will be determined under subparagraph (h)(4) of this clause.

(i) The cost principles and procedures in Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (f) or (h) above or paragraph (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (f) and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (f), (h) or (l) of this clause, the Government shall pay the Contractor--

(1) The amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken; or

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(2) The amount finally determined on an appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor, under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of materials, supplies, or other things acquired by the Contractor or sold under this clause and not recovered by or credited to the Government.

(l) The Contractor and Contracting Officer must agree to any equitable adjustment in fee for the continued portion of the contract when there is a partial termination. The Contracting Officer shall amend the contract to reflect the agreement.

(m) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(n) The provisions of this clause relating to fee are inapplicable if this contract does not include a fee.

#### I.10 52.252-02 CLAUSES INCORPORATED BY REFERENCE

FEBRUARY 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov.far/>  
<http://www.dot.giv/ost/m60>

(End of Clause)

#### I.11 52.217-02 CANCELLATION UNDER MULTIYEAR CONTRACTS

OCTOBER 1997

(a) "Cancellation", as used in this clause, means that the Government is canceling its requirements for all supplies or services in program years subsequent to that in which notice of cancellation is provided. Cancellation shall occur by the date or within the time period specified in the Schedule, unless a later date is agreed to, if the Contracting Officer--

(1) Notifies the Contractor that funds are not available for contract performance for any subsequent program year; or

(2) Fails to notify the Contractor that funds are available for performance of the succeeding program year requirement. -

(b) Except for cancellation under this clause or termination under the Default clause, any reduction by the Contracting Officer in the requirements of this contract shall be considered a termination under the Termination for Convenience of the Government clause.-

(c) If cancellation under this clause occurs, the Contractor will be paid a cancellation charge not over the cancellation ceiling specified in the Schedule as applicable at the time of cancellation.

(d) The cancellation charge will cover only--

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(1) Costs--

(i) Incurred by the Contractor and/or subcontractor;

(ii) Reasonably necessary for performance of the contract; and

(iii) That would have been equitably amortized over the entire multiyear contract period but, because of the cancellation, are not so amortized, and

(2) A reasonable profit or fee on the costs.

(e) The cancellation charge shall be computed and the claim made for it as if the claim were being made under the Termination for Convenience of the Government clause of this contract. The Contractor shall submit the claim promptly but no later than 1 year from the date--

(1) Of notification of the nonavailability of funds; or

(2) Specified in the Schedule by which notification of the availability of additional funds for the next succeeding program year is required to be issued, whichever is earlier, unless extensions in writing are granted by the Contracting Officer.-

(f) The Contractor's claim may include--

(1) Reasonable nonrecurring costs (see Subpart 15.4 of the Federal Acquisition Regulation) which are applicable to and normally would have been amortized in all supplies or services which are multiyear requirements;-

(2) Allocable portions of the costs of facilities acquired or established for the conduct of the work, to the extent that it is impracticable for the Contractor to use the facilities in its commercial work, and if the costs are not charged to the contract through overhead or otherwise depreciated;-

(3) Costs incurred for the assembly, training, and transportation to and from the job site of a specialized work force; and--

(4) Costs not amortized solely because the cancellation had precluded anticipated benefits of Contractor or subcontractor learning.-

(g) The claim shall not include--

(1) Labor, material, or other expenses incurred by the Contractor or subcontractors for performance of the canceled work;-

(2) Any cost already paid to the Contractor;-

(3) Anticipated profit or unearned fee on the canceled work; or-

(4) For service contracts, the remaining useful commercial life of facilities. ``Useful commercial life" means the commercial utility of the facilities rather than their physical life with due consideration given to such factors as location of facilities, their specialized nature, and obsolescence. -

(h) This contract may include an Option clause with the period for exercising the option limited to the date in the contract for notification that funds are available for the next succeeding program year. If so, the Contractor agrees not to include in option quantities any costs of a startup or nonrecurring nature that have been fully set forth in the contract. The Contractor further agrees that the option quantities will reflect only those recurring costs and a reasonable profit or fee necessary to furnish the additional option quantities.-

(i) Quantities added to the original contract through the Option clause of this contract shall be included in the quantity canceled for the purpose of computing allowable cancellation charges.

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(a) The Government shall, at the conclusion of each specified evaluation period(s), evaluate the contractor's performance for a determination of award fee earned. The contractor agrees that the determination as to the amount of the award fee earned will be made by the Government Fee Determination Official (FDO) and such determination is binding on both parties and shall not be subject to appeal under the "Disputes" clause or to any board or court.

(b) It is agreed that the evaluation of contractor performance shall be in accordance with a Performance Evaluation Plan and that the contractor shall be promptly advised in writing of the determination and reasons why the award fee was or was not earned. It is further agreed that the contractor may submit a self-evaluation of performance of each period under consideration. While it is recognized that the basis for the determination of the fee shall be the evaluation by the Government, any self-evaluation which is received within fourteen days after the end of the period being evaluated may be given such consideration, if any, as the FDO shall find appropriate.

(c) The FDO may specify in any fee determination that fee not earned during the period evaluated may be accumulated and be available for allocation to one or more subsequent periods. In that event, the distribution of award fee shall be adjusted to reflect such allocations.

### I.13 1252.216- PERFORMANCE EVALUATION PLAN

OCTOBER 1994

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(a) A Performance Evaluation Plan shall be unilaterally established by the Government based on the criteria stated in the contract and used for the determination of award fee. This plan shall include the criteria used to evaluate each area and the percentage of award fee (if any) available for each area. A copy of the plan shall be provided to the contractor thirty calendar days prior to the start of the first evaluation period.

(b) The criteria contained within the Performance Evaluation Plan may relate to: (1) Technical (including schedule) requirements if appropriate; (2) Management; and (3) Cost.

Within the above broad categories, evaluation criteria include:

Accuracy of estimates

Timeliness of submissions (PTOs and modifications)

Cost Control

Management of subcontract work

Coordination with stakeholders

Meeting project milestones

Quality of project work

(c) The Performance Evaluation Plan may, consistent with the contract, be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the contractor thirty calendar days prior to the start of the evaluation period to which the change will apply.

### I.14 1252.216- DISTRIBUTION OF AWARD FEE

OCTOBER 1994

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(a) The total amount of award fee available under this contract is assigned according to the following evaluation periods and amounts:  
Evaluation Period: June 30 and Dec 31 of each contract year  
Available Award Fee: The amount of award fee established for each colored phase of the project, pro-rated for the life of the colored project phase.

(b) Payment of the base fee and award fee shall be made, provided that after payment of 85 percent of the base fee and potential award fee, the Government may withhold further payment of the base fee and award fee until a reserve is set aside in an amount that the Government considers necessary to protect its interest. This reserve shall not exceed 15 percent of the total base fee and potential award fee or \$100,000, whichever is less.



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(c) In the event of contract termination, either in whole or in part, the amount of award fee available shall represent a prorata distribution associated with evaluation period activities or events as determined by the Government.

(d) The Government will promptly make payment of any award fee upon the submission by the contractor to the contracting officer's authorized representative, of a public voucher or invoice in the amount of the total fee earned for the period evaluated. Payment may be made without using a contract modification.

## **I.15 FIXED AND AWARD FEE**

This contract provides for a fee that includes a fixed base and award elements. The fixed base fee will be established for each colored phase of the expansion project and will be set at four percent of the estimated costs. Estimated costs will be revised as subcontract solicitations are completed and subcontracts awarded. The award fee pool element will be established at four percent for the annual program management task orders and 1.75 percent of estimated costs for all other work under the contract. A separate task order will track the award fee pool for each colored project phase.

## **I.16 ANNUAL LABOR RATE ESCALATION**

Contractor will be allowed to increase contract labor rates June 1 of each year at a rate between 2.5 and 3.5 percent. This rate will be set by mutual agreement based on economic conditions, State of Alaska labor wage determinations and Alaskan salary conditions. ICRC will propose to the Contracting Officer not later than April 1 of each year the escalation rate for the following contract year along with and supporting documentation and rationale.

## **I.17 MINIMUM INSURANCE REQUIREMENTS**

The following shall be the minimum insurance coverage requirements for on-site work:

### **a. Port of Anchorage:**

1. Commercial General Liability - \$1,000,000
2. Automobile Liability - \$1,000,000
3. Workers' Compensation - Statutory
4. Employers' Liability - \$1,000,000

### **b. U. S. Government Property Leases:**

1. Commercial General Liability - \$2,000,000
2. Automobile Liability - \$2,000,000
3. Workers' Compensation - Statutory
4. Employers' Liability - \$2,000,000

Individual task orders may require additional insurance where applicable, subject to approval by MARAD (e.g., oil pollution insurance).

## STATEMENT OF WORK

**Part 1 - OVERVIEW** - The Port of Anchorage Intermodal Expansion Project (PIEP) is a major transportation infrastructure project with national security implications. With estimated projected development cost at approximately \$802 Million. Approximately \$704 million in development costs are covered under this contract with the remaining \$98 million performed under a previous contract. PIEP activities include but are not limited to expansion of commercial dock space, barge terminal development, road and rail access development, engineering and design services, geotechnical and seismic studies, and environmental and archeological services that will add over 135 acres of new real estate at the Port. The barge terminal and the road and rail access are especially important as dual use facilities that will serve as both a commercial intermodal facility and as the platform for the deployment of the U.S. Army Stryker Brigade Combat Team (SBCT) as well as other DoD assets. The SBCT is a billion dollar asset that can deploy anywhere in the world within 96 hours. The Army chose the Port of Anchorage as the SBCT port of embarkation because Alaska is the “most dynamic strategic platform in the world”.

**Part 2 – BACKGROUND** – Building on the expansion work progressed over the past five years, the Port of Anchorage (POA) is planning and conducting a variety of expansion activities to enhance the transportation of goods and people within the State of Alaska and to improve and expand needed services to the military. Potential expansion activities are scheduled to occur over approximately the next three years with four additional option years using Federal and non-federal funds administered by the U.S. Department of Transportation (DOT) Maritime Administration. Expansion objectives include, but are not limited to:

- *Expansion of commercial dock space,*
- *Providing facilities necessary to support rapid military deployment from Alaskan bases, including the U.S. Army’s Stryker Brigade Combat Team Sealift Operation,*
- *Additional barge dock capacity,*
- *Road connections to Elmendorf AFB,*
- *Improved rail connection to the Port for commercial and military use, and*
- *Acquisition, installation, and operation of security equipment and services.*

The Maritime Administration working with the POA intends to continue implementation of this expansion program through multiple projects to accomplish multiple goals in a relatively short time period. To meet the goals of the expansion program, the Port must: ensure funding, evaluate various niche market opportunities, perform programming and

planning, devise and manage multiple interrelated schedules, coordinate with the community, obtain environmental permits and records of decision, manage design and construction activities, direct and oversee contractor activities, interface with the U.S. Army Stryker Combat Team, acquire Port Intelligent Transportation Systems (ITS) and security equipment and services, and maintain budgets and program progress. Accomplishment of all of these activities within a finite timeframe represents a significant challenge for the Maritime Administration and POA.

**Part 3 - OBJECTIVE.** To meet this challenge, the Contract requires program management, environmental support, engineering and design services, and construction management for the duration of the expansion process. The objective of this contract scope of work is to provide the contractual framework that addresses specific management needs while also providing contractual and technical flexibility to address a range of services that may be required. This contract scope of work defines the types of services to be provided through an Indefinite Delivery/Indefinite Quantity (ID/IQ) contract under which individual task orders (TOs) can be issued as needed.

**Part 4 - SERVICES.**

**4.1** The contractor will provide technical management, and staff augmentation support services, as directed by TOs, for the duration of the project. These services will be within the following general categories: program management, port planning and conceptual engineering, environmental documentation and permitting, design management, construction management, contractor oversight, and coordination with and support to the Department of Defense, specifically supporting the U.S. Army Stryker Brigade Combat Team. These service categories are briefly described below. The descriptions are not intended to represent each and every type of service that may be provided under this contract. As such, they should not be construed as limiting the nature or breadth of services that might eventually be included under this contract.

**4.2 Program Management Services.** As directed in specific TOs, the contractor's team will provide the expertise needed to establish, operate, and maintain an effective Program Management Office (PMO) to support general Port expansion activities. The PMO will be proactive with the Maritime Administration and POA staff to identify and address program management issues and to develop and implement administrative, technical, and public relations strategies that will promote the success of the program. The PMO will consist of a small group of key personnel to provide seamless communication with the Maritime Administration, POA, and other key individuals. Personnel in the PMO will include a Program Manager, Contracts/Subcontracts Specialist, Information Technology Specialist, Budget/Schedule Specialist, Engineers, and others determined to be necessary by the Maritime Administration.

The Maritime Administration, as advised by POA, intends to issue TOs to the contractor, as part of the Program Management Services, to perform the following actions:

- Develop and maintain a Program Management Plan and Master Schedule.
- Provide agency coordination and consultation.
- Perform program administration (e.g., budget monitoring, contracting/subcontracting, office management, and accounting).
- Manage cost control.
- Monitor and report on status.
- Maintain document control and record keeping.
- Conduct community outreach/public involvement.
- Ensure Quality Assurance/Quality Control.
- Perform other activities as directed in task orders by MARAD.

**4.3 Port Planning and Conceptual Engineering Services.** The contractor will be assigned tasks for port planning and conceptual engineering services to augment, modify, and/or implement the components of the existing Port Master Plan. The following describes representative tasks, but it should not be construed

that services would be limited to those described herein. The contractor will, as directed by TO, undertake port planning and conceptual engineering activities necessary to define operational and infrastructure development alternatives in greater detail than the existing Port Master Plan. Augmenting and detailing such alternatives will be needed for various funding scenarios.

Since this is a follow-on contract to previous work completed, the contractor will use previous information and data gathered to continue this project. Previous work included synthesizing information contained in the numerous Port planning documents and other previous planning studies and stakeholder activities. The contractor will continue to conduct appropriate meetings with the Port staff, existing tenants, and potential future commercial and military users of the Port to understand their needs and requirements.

Port and tenant operational procedures will be reviewed and recommendations made that might result in more efficient utilization of the Port facilities, berths, storage areas, equipment, etc. In accordance with issued TOs, berthing and terminal requirements will be determined for various cargo-handling and non-cargo terminals and related facilities, including:

- *High Speed Sea-Lift Requirements*
- *Barge Berths*
- *Relocation of Port Administration and Transit Buildings*
- *Other related marine facilities needed for cargo, passenger and military needs*
- *Minimizing port operations during phased construction*

**4.4 Environmental Documentation and Permitting Services.** The Port currently possesses the required Clean Water Act, Section 404 permit and has prepared and published the appropriate environmental documentation in

accordance with the National Environmental Policy Act (NEPA) to conduct the port expansion project as currently proposed. In the performance of the contract, the contractor will ensure compliance with received permits. Under assigned TOs, the contractor will monitor and revise as necessary, environmental documentation and assist the Port in obtaining any additional required permits or permit modifications. The contractor will, in consultation with the Maritime Administration and the Port, define alternative ways of accomplishing any changes to the current design of the project as required in the permit, using the concepts developed in the Port Planning process. The environmental documentation will describe the potentially affected environmental, economic, and social resources, identify the possible consequences to those resources from implementing the proposed action, and define ways to mitigating negative consequences. Any additional NEPA documentation, including compliance with the Endangered Species Act, will be prepared according to Council for Environmental Quality (CEQ) regulations. The contractor will be responsible for conducting all necessary additional studies related to the NEPA documentation and will consult with appropriate federal, state, and local agencies such as the U.S. Fish and Wildlife Service, National Marine Fisheries Service, U.S. Army Corps of Engineers, National Oceanic and Atmospheric Administration, and State Historic Preservation Office.

The contractor, as directed by the Maritime Administration in task orders, will also support the Port in obtaining other necessary permits for the expansion program. These may include, but are not limited to construction, dredging, water quality, safety, and environmental permits. The contractor, as directed in task orders, will conduct all management and technical activities required to obtain the permits.

**4.5 Design Management Services.** The contractor will provide design management services for port expansion activities. Under assigned TOs, the contractor will:

- Identify design requirements.
- Identify design firms with expertise specific to the feature or system to be designed.
- Solicit demonstrations of qualifications, including approaches, systems, control features, and available personnel from pre-qualified firms.
- Review submittals for pre-qualified firms.
- Make recommendations for selection for concurrence.
- Manage procurement of the selected firms in accordance with approved commercial purchasing procedures.
- Assist in the guidance and direction of design firms.
- Provide inspection, oversight, and management of design contractors.
- Review and comment on provided designs, specifications, bid package information, and other documents.
- Procure, as directed by TO, design services.

**4.6 Construction Management Services.** The contractor will be tasked through TOs to provide construction management services for port expansion activities. Under these TOs, the contractor will:

- Identify construction requirements.
- Identify construction firms with expertise specific to the feature or system to be constructed.
- Solicit demonstrations of qualifications, including approaches, systems, control features, and available personnel from pre-qualified firms.
- Review submittals from pre-qualified firms.
- Make recommendations for selection for concurrence.
- Procure, as directed by TO, construction services.
- Provide inspection, oversight, and management of construction contractors.

**4.7 Contractor Oversight Services.** The contractor will provide oversight of design and construction contractors. That would include, but not be limited to:

- Tracking budget and schedule performance.
- Providing technical and management coordination.
- Holding, or participating in, project progress meetings.
- Reviewing design documents and associated materials.
- Inspecting construction activities.
- Reviewing and recommend invoices for payment.

**Part 5 - U.S. Army Stryker Brigade Combat Team Support or other DOD action.**

**C.5.1** The contractor will interface with the U.S. Army Stryker Brigade Combat Team or other appropriate DOD entities. Activities shall include but are not limited to:

- Meetings with Army and Port personnel.
- Development of Port planning strategies, conceptual designs, and costs to meet Army requirements.
- Participation in public meetings or other venues to obtain public comment on proposed Army activities at the Port.
- Other assigned activities.

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**Item H4:**

**Addendum 8, Invitation to Bid #4414-1-S100,  
2008 Marine Terminal Development**





Infrastructure Support Services  
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Suite 200  
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February 5, 2008

**Addendum 8**  
**INVITATION TO BID**  
**#4414-1-S100**  
**2008 MARINE TERMINAL REDEVELOPMENT**

Addendum 8 (consisting of 10 pages) is issued to provide clarification to solicitation documents through responses to Bidder questions and incorporates the following changes to the Invitation to Bid:

1. The final deadline for Bid questions is changed from 11:59 a.m. (Local Time) on Wednesday, January 30, 2008 to 11:59 a.m. (Local Time) Monday, February 11, 2008.
2. The Bid opening date is changed from 2:00 p.m. (Alaska Standard Time) Thursday, February 7, 2008 to 2:00 p.m. (Alaska Standard Time) Thursday, February 21, 2008.
3. In the Scope of Work under **ICRC-furnished Material**, replace “2,391 tons” with “2,360 tons”.
4. Replace Definition of Bid Item 9 with the following:  

**“9. SOFT DREDGING**  
This Bid Item shall be for virgin ground dredging performed with a 50,000 pound 14 cubic yard bucket until the dredge limits are obtained or until refusal. Refusal shall be when less than 40% of the bucket capacity is obtained. Upon refusal of the 14 cubic yard bucket, the Subcontractor will switch to the 7 cubic yard bucket. This Bid Item shall be paid on a cubic yard basis, measured by cross section in its original position. Maintenance dredging shall be incidental to this Bid Item.”
5. Replace Definition of Bid Item 16 with the following:  

**“16. COMPACTION BETWEEN +24 and +30 MLLW**  
This Bid Item includes all layer compaction of Common Fill on the North Extension, and Granular Fill on the Barge Berths, between +24 MLLW and +30 MLLW.” Payment for this Bid Item shall be at the cubic yard price, measured in-place.”
6. Replace Definition of Bid Items, Bid Item 29 with the following:  

**“29. INSTRUMENTATION**  
This Bid Item includes all labor, material and equipment required to complete the instrumentation, testing and monitoring plan as shown on the drawings. This includes assisting others as required. This Bid Item shall be paid in accordance with the lump sum price.”

7. Replace the **BID SCHEDULE** with the enclosed "**BID SCHEDULE REVISED January 29, 2008**".

8. Reference Barge Berth Sheet 3 and North Extension Sheet 3, add the following to 3. Materials, C – Sheet Piles:

Distortion of the wyes during Hot-Dip-Galvanizing has been observed on some past projects.

The following is required to minimize distortions:

- a. Extrude SWC's and provide heat straightening as recommended by manufacturer. Fabricate SWC's into lengths required by welding as shown on the drawings. Submit all welding procedures for approval.
  - b. Install the first tail wall PS27.5 sheet pile into the tail wall knuckle of the SWC.
  - c. Align the first tail wall sheet and weld the sheet to the SWC. Balance welding heat as required to maintain correct tolerances. Significant restraint should not be relied upon to maintain tolerances as this could distort the assembly during galvanizing. Sheet pile shall be concentric within 2 degrees +/- from SWC centerline (perpendicular from control line), see North Extension Sheet 23, *120 Degree Sheet Pile Wye Typical Detail*.
  - d. Hot-Dip-Galvanize (HDG) wye assembly with appropriate hangers, strong-backs and/or fixtures to limit distortion.
  - e. Galvanizer shall run remaining interlocks with a piece of sheet pile and ensure interlocks are clear and fully functional.
  - f. Provide any required heat straightening to maintain tolerances, heat straightening shall conform with Federal Highway Administration report No. FHWA-IF-99-004, "*Heat-Straightening Repairs of Damaged Steel Bridges - A Technical Guide and Manual of Practice*", or ICRC approved equal. Submit all heat-straightening procedures for approval. Tolerances of wye assembly shall conform to ASTM A6.
  - g. Repair HDG as indicated in accordance with the project specifications.
9. Reference Barge Berth Sheet 17 at the bottom of the "Typical Section" column: Replace "SWC 60 A" with "SWC 30 B", and change the length from "76 ft" to "70 ft".
10. Reference Barge Berth Sheet 18, in the "South End Plan" and replace the note "(27) 76ft PS31 sheets" with "(25) 76ft PS31 sheets".
11. Reference Barge Berth Sheet 21 and revise the note and leader that reads "Fender tip elevation -20ft" so that the leader points to the last two fender piles instead of just the westernmost fender pile.
12. Reference Barge Berth Sheet 24 and add the following note to the "Bollard Elevation" detail:
- "The two westernmost fenders on the south cap shall have a bottom elevation of 0.0 for the polyethylene pipe sleeve. The remaining fenders shall have a bottom elevation of +15 for the polyethylene pipe sleeve."

**13. Make the following revisions to the North Extension Instrumentation Drawings by Terracon:**

## a) Terracon Sheet INST 1.1, paragraph 3. Instrumentation Specifications

1. First bullet, first sentence – add “pile” between “The” and “piezometers”.
2. Fifth bullet – replace “Standpipe” with “Fill”.

## b) Terracon Sheet INST 1.1, paragraph 4. Instrumentation Installation and Measurements, Fill Piezometers – Replace the second sentence in its entirety with the following:

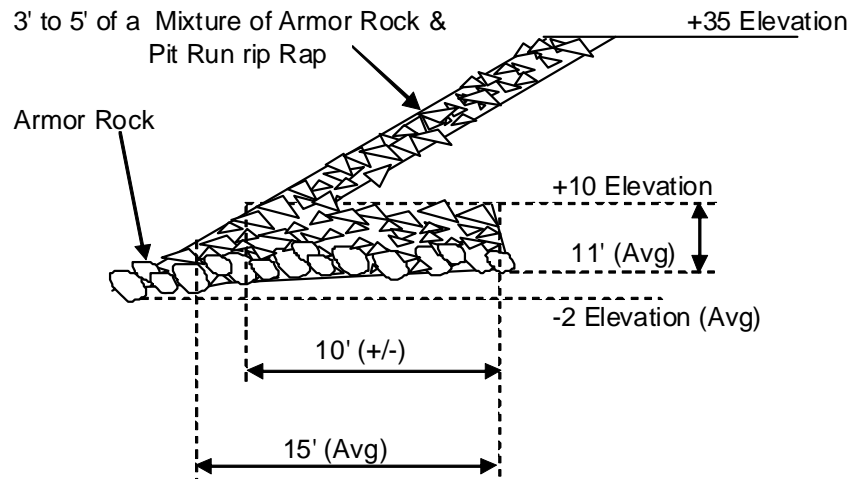
“These piezometers shall be installed by the subcontractor after sufficient fill has been placed to accommodate installation.”

## c) Terracon Sheet INST 1.3, PLAN VIEW OF INSTRUMENTED CELL, High and Low fill piezometer note – Replace the entire note with the following:

“1 set of high and low fill piezometer installed on the interior side of the sheet pile at 8 (eight) locations. The exact locations to be determined at a later date.”

**14. Add the following as-built typical section to the Reference Documents at the end of D) Other, as a reference document provided for information purposes only:****Point 502 South As-Built**

This as-built generally represents the typical section that begins at point 502 and continues southerly for approximately 850 lineal feet along the dike. Note: drawing is not to scale.

**15. Replace the first sentence of paragraph A of SC-152, Pile Driving and in-water Fill Placement Restrictions, with the following:**

“No in-water activities shall occur within a one (1) week period following smolt releases from the Ship Creek Hatchery unless specifically approved by the USACE.”

- 16.** Reference Sheet 10 of the Dry Barge Berth Conformed Drawings and replace the lengths of the end anchors and intermediate anchors as follows:

End Anchors	Intermediate Anchors
29' for 30'	57' for 60'
37' for 40'	
44' for 45'	
52' for 55'	

- 17.** Make the following revisions to Dry Barge Berth Conformed Sheet 10, Sheet Pile Schedule, PS31 Sheet Piles:

- a) Replace the seventh line under PS 31 in its entirety with the following:

"#: 244, length: 70', total lf: 17,080".

- b) Delete the tenth line (labeled extra) in its entirety.

- 18.** Reference North Extension Sheet 3, 3. Materials, C. Sheet Piles, and Barge Berth Sheet 3, 3. Materials, C. Sheet Piles, replace the second sentence of the third paragraph with the following:

"Sheet pile chemistry shall provide Zone I carbon and carbon equivalency, as defined in Figure I.1 from annex I of AWS D1.1:2006. Carbon Equivalency (CE) formula used shall be as follows:

$$CE = C + (Mn + Si) / 6 + (Cr + Mo + V) / 5 + (Ni + Cu) / 15$$

CE shall also be less than 0.50. All SWC's and weld-on connectors requiring shop welds shall provide suitable weldable chemistry with appropriate Welding Procedure Specification. Welding SWC's and weld-on connectors in the field will not be permitted without written authorization from ICRC."

- 19.** Reference North Extension Sheet 6, 5. Submittals, G. Piles, paragraph 4.b., and Barge Berth Sheet 5, Submittals, F. Piles, paragraph 3.b. and replace the paragraphs with the following:

"Provide concentric interlock tension test of two specimens (flat sheet pile to wye to flat sheet pile at design angle) from each heat of wyes."

- 20.** Reference North Extension Sheet 6, 5. Submittals, G. Piles, and Barge Berth Sheet 5, Submittals, F. Piles and replace paragraph 5. with the following:

"5. Supplier and fabricator of the sheet pile shall submit a certification that materials are appropriate for Open Cell Sheet Pile construction and marine conditions.

- 21.** Reference North Extension Sheet 12 and replace Note 7. with the following:

"7. Provide soft-soil dredging with a 50,000 pound 14 cubic yard bucket or ICRC approved equivalent."

- 22.** Revise Note # 1 on North Extension revised Sheet 22 to read

"...place graded riprap between elevation -40 to +5..."

**23.** The following information is issued to notify Bidders of questions and answers:

- Q:** Sheets 20 of 34 and 24 of 38 give the design of the outfall pile, complete with a driving shoe. Is the design intent of these piles to insulate the separate sections, splice them, and then drive them to depth with a vibratory and/or impact hammer? Is it designed to handle those installation forces?
- A:** The outfall pile can accommodate the driving forces provided that temporary driving attachments are connected to both the outer pile and inner sleeve to provide a load path for both for setting and driving.
- Q:** Reference Barge Berths Phase 2 Sheet 33. Is any of the drainage shown on this drawing included with this Subcontract?
- A:** Yes, all that is shown is included in this Subcontract except for SD53 and 120 LF of storm drain heading east from SD53. SD53 and the 120 LF of storm drain currently exist.
- Q:** Barge Berth drawing 24 of 34 calls for non-skid surfacing between the bollards and bullrail. Is this the only non skid surface required?
- A:** Per Barge Berth Sheet 3, 3. Materials, E – Steel, all walking surfaces, ladders, and pile caps shall be spray-metalized with non-skid coating. Note that on Barge Berth Sheet 24, the area under the removable bullrail is also considered a walking area.
- Q:** Two inlet sleeves are called out on the Outfall Pile. What is the diameter and length of the inlet sleeve at elevation 18.20?
- A:** See revised Drawings with Addendum 7.
- Q:** Given the importance of the temporary protection for the dike to guard against granular fill leaving the COE permit footprint and the expense involved in implementing this temporary protective cover, is it feasible to include a bid item “Temporary Dike Protection” as a stand alone bid item?
- A:** No. Means and methods are the responsibility of the Subcontractor.
- Q:** Does Bid Item 13a “Granular Fill” include an estimated quantity of gravel that will be lost prior to placement of the OCSP?
- A:** No, presumably any erosion from the Subcontractor’s dike will remain inside the footprint shown on the Drawings and in accordance with North Extension Sheet 4, 4. Construction, C – Dike and Fill Construction, and Barge Berth Sheet 4, 4. Construction, B – Fill Construction.
- Q:** Will ICRC incrementally take acceptance of completed portions of sheet pile cells and other work. This is to determine the value or amount of builders risk insurance that may be issued for the project.
- A:** ICRC will accept the Barge Berths and South Backlands when they are completed.
- Q:** Our insurance carrier said the POA project is covered by a wrap-up policy. If this is true builders risk would be redundant. Does ICRC or the POA already have full coverage insurance on the project that would cover the liabilities of builders risk?
- A:** The Port of Anchorage Intermodal Expansion Project does not have a wrap-up insurance policy that would remove the need for any coverage.

**Q:** Will ICRC change the pay item #12 (Sheet Pile Driven and Installed) to lump sum?

**A:** No.

**Q:** For Bid Item 12, is the pay quantity the total length of the sheet pile, or add the lengths of the sheet piles, wyes, and anchors? If the latter, is the end anchor extrusion and sheet pile considered one piece or two?

**A:** Measurement for this Bid Item shall be the cumulative total of the length of each sheet pile, the length of each wye, and the length of each anchor. Weld-on connections are incidental to the anchors.

**Q:** Sheet 17 of 38 (North Extension) calls for 3' thick layer of Armor rock. There is not a bid item for Armor Rock?

**A:** Armor rock is paid for under Bid Item 18, Salvaged Rock.

**24. Notice:** It has come to our attention the **2008 Tide Tables** distributed at the pre-bid conference contains errors. Please see the online notice by Alaska Tide Book Co. at <http://www.tidebooks.com/>. Also, the Anchorage only corrections can be found at <http://www.pioneerpublishing.com/2008Notices/2008CorrectiveNotice-anchorage.pdf>.

All other terms and conditions remain unchanged.

Bidders are reminded to acknowledge this Addendum in the Bid Schedule.

*Diane Hauser*

Senior Subcontract Specialist  
poa.procurement@poaexp.com



**BID SCHEDULE REVISED January 29, 2008**

A Bidder's failure to provide all information in this section may be cause for rejection of the Bid on the basis of non-responsiveness. The Subcontractor hereby offers to perform the Work in strict compliance with the Bid Documents. For the purpose of award, Offers made in accordance with this INVITATION TO BID shall be good and firm for a period of forty-five (45) days from the date of Bid opening. Bidders must ensure that the unit prices submitted are appropriate to the base cost of the line item. Unless otherwise determined, these unit prices will be applied to change orders involving quantity additions and deductions.

Item No.	Item Description	Unit	Quantity	Unit Price	Amount
1.	Bonds	LS	All Required		
2.	Insurance	LS	All Required		
3.	Mobilization/Demobilization	LS	All Required		
4.	Temporary Erosion and Pollution Control	LS	All Required		
5.	Construction Surveying	LS	All Required		
6.	OCSP Geotechnical Surveying and Monitoring	LS	All Required		
7.	Traffic Control	LS	All Required		
8.	Offshore Sampling	LS	All Required		
9.	Soft Dredging	CY	70,000		
10.	Hard Dredging	CY	55,000		
11.	Sheet Pile Supplied	Ton	11,015		
12.	Sheet Pile Driven and Installed	LF	570,002		
13.a	Granular Fill	CY	1,306,000		
13.b	Granular Fill (SB)	CY	74,000		
14.	Common Fill	CY	378,000		
15.	Compaction above +30 Mean Lower Low Water (MLLW)	CY	337,000		
16.	Compaction Between +24 and +30 MLLW	CY	170,000		

**BID SCHEDULE REVISED January 29, 2008 Continued**

Item No.	Item Description	Unit	Quantity	Unit Price	Amount
17.	Riprap, Pit Run	Ton	22,000		
18.	Salvaged Rock	CY	48,000		
19.	Vibracompaction Optimization Program	Job	1		
20.	Vibracompaction Probes	Each	5,050		
21.	Vibracompaction Coarse Fill/	CY	35,440		
22.	Geotechnical Drilling	Hole	117		
23.	36" CPEP	LF	348		
23b.	24" CPEP	LF	1,427		
24a.	Manhole – Type I	Each	5		
24b.	Manhole – Type II	Each	6		
24c.	Oil Water Separator	Each	1		
25.	Outfall	Each	1		
26.	Pile Outfall	Each	2		
27.	Concrete Barriers	LF	2,125		
28.	Coir Logs	LF	2,700		
29.	Instrumentation	LS	All Required		
30.	HP Cap	LF	675		
31.	Removable Bullrail	LF	235		
32.	Fixed Bullrail	LF	440		
33.	Ladder	Each	3		
34.	Fender	Each	22		
35.	Pipe Rail	LF	100		

**BID SCHEDULE REVISED January 29, 2008 Continued**

Item No.	Item Description	Unit	Quantity	Unit Price	Amount
36.	Bollard	Each	8		
37.	Life Ring Cabinet	Each	2		
38.	Seeding	SY	12,000		
39.	Winter Shutdown	LS	All Required		
BID PRICE:			\$		

The Undersigned acknowledges receipt of the following Addenda to the INVITATION TO BID (give number and date of each).

Addendum Number	Date Issued	Addendum Number	Date Issued	Addendum Number	Date Issued

### NON-COLLUSION AFFIDAVIT

The Undersigned declares, under penalty of perjury under the laws of the United States, that neither he/she nor the firm, association, or corporation of which he/she is a member, has, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this INVITATION TO BID.

The Undersigned has read the foregoing Proposal and hereby agrees to the conditions stated therein by affixing his/her signature below:

\_\_\_\_\_  
**COMPANY NAME**

\_\_\_\_\_  
**SIGNED BY AND FOR THE BIDDER**

\_\_\_\_\_  
**COMPANY ADDRESS**

\_\_\_\_\_  
**PRINTED NAME OF BIDDER**

\_\_\_\_\_  
**CITY, STATE, ZIP CODE**

\_\_\_\_\_  
**DATE**

Item H5:

POA-2003-502-2 404 and 403 Authorization





REPLY TO  
ATTENTION OF:

DEPARTMENT OF THE ARMY  
U.S. ARMY ENGINEER DISTRICT, ALASKA  
P.O. BOX 6898  
ELMENDORF AFB, ALASKA 99506-0898

Regulatory Branch  
South Section  
POA-2003-502-2

RECEIVED  
18 JUL 05

Mr. Roger Graves  
Government/Environmental Affairs Manager  
Port of Anchorage  
2000 Anchorage Port Road  
Anchorage, Alaska 99501-1024

Dear Mr. Graves:

Enclosed are two copies of Department of the Army permit POA-2003-502-2, Ship Creek, which would authorize a discharge of fill material within a 27-acre intertidal area north of existing facilities at the Port of Anchorage, in Anchorage, Alaska.

The Alaska Department of Environmental Conservation has issued a Certificate of Reasonable Assurance pursuant to Section 401 of the Clean Water Act for your project and they have found it to be in accordance with the Alaska Water Quality Standards. In addition, the Alaska Department of Natural Resources has certified that your project is consistent with the Alaska Coastal Management Program. These certifications are attached to the Department of the Army permit and will become a part of this permit when it is finalized.

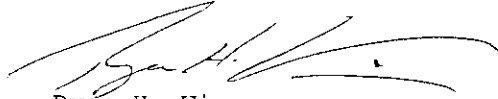
Additionally, we have enclosed a Notification of Administrative Appeals Options and Process and Request for Appeal form regarding this Department of the Army Permit (see section labeled "Initial Proffered Permit").

If you accept the conditions of the enclosed permit, please sign and date both copies and return them to us. The permit will not be valid until we have returned a finalized copy to you. It should be understood that this is not an authorization to commence construction. No work is to be performed in the waterway or adjacent wetlands until you have received a validated copy of the permit.

Nothing in this letter shall be construed as excusing you from compliance with other Federal, State, or local statutes, ordinances, or regulations, which may affect this work.

Please contact me at (907) 753-2712, toll free from within Alaska at (800) 478-2712, or at the address above, ATTN: CEPOA-CO-R-S, if you have questions concerning this matter. For additional information about our Regulatory Program, visit our web site at [www.poa.usace.army.mil/reg](http://www.poa.usace.army.mil/reg).

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan H. Winn", with a stylized flourish extending from the end.

Ryan H. Winn  
Project Manager

Enclosures



Anchorage

BCF:

Ms. Mel Langdon, DEC, Anchorage, Alaska 99501-2617  
Project Coordinator, ADNR, OPM&P, Anchorage, Alaska 99501-3510  
Ms. Ann Rappoport, USFWS, Anchorage, Alaska 99501-2249  
Supervisor, Western Alaska Ecological, NMFS, Anchorage, Alaska 99513-7577  
Ms. Judith Bittner, ADNR, SHPO, Anchorage, Alaska 99501-3565  
Mr. Richard B. Thompson, ADNR, Division of Land, Anchorage, Alaska 99501-3577  
Mr. Gary Prokosch, ADNR, Division of Water, Anchorage, Alaska 99501-3577  
Ms. Robin Willis, ADFG, Anchorage, Alaska 99518-1599  
Alaska Operations Office, EPA, Anchorage, Alaska 99513-7588  
Office of Habitat Management & Permitting, DNR, Anchorage, AK 99501-3513

## NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Port of Anchorage		File Number: POA-2003-502-2	Date: August 2005
Attached is:		See Section below	
X	INITIAL PROFFERED PERMIT (Standard Permit or Letter of Permission)		A
	PROFFERED PERMIT (Standard Permit or Letter of Permission)		B
	PERMIT DENIAL		C
	APPROVED JURISDICTIONAL DETERMINATION		D
	PRELIMINARY JURISDICTIONAL DETERMINATION		E

**SECTION I -** The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at: <http://usace.army.mil/inet/functions/cw/cecwo/reg> or Corps regulations at 33 CFR Part 331.

**A: INITIAL PROFFERED PERMIT:** You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the District Engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the District Engineer. Your objections must be received by the District Engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the District Engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or, (c) not modify the permit, having determined that the permit should be issued as previously written. After evaluating your objections, the District Engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

**B: PROFFERED PERMIT:** You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the District Engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the Division Engineer. This form must be received by the Division Engineer within 60 days of the date of this notice.

**C: PERMIT DENIAL:** You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the Division Engineer. This form must be received by the Division Engineer within 60 days of the date of this notice.

**D: APPROVED JURISDICTIONAL DETERMINATION (JD):** You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the Division Engineer. This form must be received by the Division Engineer within 60 days of the date of this notice.

**E: PRELIMINARY JURISDICTIONAL DETERMINATION:** You do not need to respond to the Corps regarding the Preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also, you may provide new information for further consideration by the Corps to reevaluate the JD.

**SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT**

**REASONS FOR APPEAL OR OBJECTIONS:** (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

**ADDITIONAL INFORMATION:** The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

**POINT OF CONTACT FOR QUESTIONS OR INFORMATION:**

If you have questions regarding this decision and/or the appeal process you may contact:

**Ryan Winn, Project Manager**  
Alaska District Corps of Engineers  
CEPOA-CO-R-E/N/S  
P.O. Box 6898  
Elmendorf AFB, AK 99506-0898  
(907) 753-2712  
(800) 478-2712 (toll free in AK)

If you only have questions regarding the appeal process you may also contact:

Commander  
ATTN: ET-C/Michael Lee  
USAED, Pacific Ocean  
Building 230  
Fort Shafter, HI 96858-5440

**RIGHT OF ENTRY:** Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15-day notice of any site investigation, and will have the opportunity to participate in all site investigations.

\_\_\_\_\_  
Signature of appellant or agent.

Date:

Telephone number:

Mail to:

Commander  
ATTN: ET-C/Michael Lee  
USAED, Pacific Ocean  
Building 230  
Fort Shafter, HI 96858-5440

## DEPARTMENT OF THE ARMY PERMIT

**Permittee:** Port of Anchorage

**Permit No.:** POA-2003-502-2, Ship Creek

**Issuing Office:** U.S. Army Engineer District, Alaska

**NOTE:** The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

**Project Description:**

Discharge approximately 1,075,500 yd<sup>3</sup> of dredged and/or fill material within a 27-acre intertidal area north of existing Port facilities, for the construction of a transit/staging area for Department of Defense cargo deployment.

All work will be performed in accordance with the attached plan (sheets 1, 7, 8, & 9 of 10) dated April 2005.

**Project Location:**

Upper Cook Inlet, at the Port of Anchorage, between existing Port facilities and Cairn Point; within section 6, T. 13 N., R. 3 W.; in Anchorage, Alaska.

**Permit Conditions:**

**General Conditions:**

1. The time limit for completing the work authorized ends on **August 31, 2008**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

**Special Conditions:**

1. Your use of the permitted activity must not interfere with the public's right to free navigation on all navigable waters of the United States.
2. You must install and maintain, at your expense, any safety lights and signals prescribed by the United States Coast Guard (USCG), through regulations or otherwise, on your authorized facilities. The USCG may be reached at the following address and telephone number: Commander (oan), 17th Coast Guard District, P.O. Box 25517, Juneau, Alaska 99802; (907) 463-2269.
3. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
4. All work and placement of fill material in the intertidal area shall occur between high tide cycles in dewatered areas (i.e., above the tidally flooded areas) to the maximum extent practicable.
5. Fill operations shall be managed to prevent the creation pools that may trap fish between tide cycles. The applicant shall coordinate a plan with the Alaska Department of Natural Resources, Office of Habitat Management and Permitting for rescuing and releasing fish that are inadvertently trapped during construction activities.
6. Prior to construction activities, the applicant or its selected contractor will submit and obtain EPA approval for a Surface Water Pollution Prevention Plan and submit the plan to the Corps.
7. Sediment and erosion control measures (silt fences, traps, etc...) shall be employed and maintained before, during, and after construction activities to ensure that fill sediments do not encroach into areas beyond the authorized footprint. All exposed earthwork soils shall be stabilized and revegetated with native species or otherwise stabilized prior to the following growing season to prevent erosion. Authorized fill slopes shall be constructed and stabilized to prevent erosion.
8. Particulate matter and carbon monoxide levels shall not exceed municipal air quality standards. To ensure compliance with this condition, water or other nontoxic soil stabilizers shall be applied to all exposed soils during and after construction activities to extent necessary and emissions shall be controlled and monitored.

9. The authorized fill footprint shall be clearly delineated, marked, and maintained to prevent disturbances to surrounding areas.
10. All material proposed for placement below the high tide line shall be free of contaminants (including deleterious amounts of petroleum products, trash, debris, organic matter, and other pollutants). To ensure compliance with this condition, the permittee shall undertake a sampling and screening plan to adequately screen fill material proposed for placement. This plan shall be submitted to the Corps for approval prior to placing any fill below the high tide line.
11. All activities of contractors and laborers shall be managed and monitored to ensure compliance with applicable BMPs and the terms and conditions of the Department of the Army permit. Additionally, the permit terms and conditions shall be incorporated into contract drawings and specifications where applicable.
12. The drainage ditch on the east side of the proposed development shall be vegetated and an outfall weir shall be constructed to remove sediments prior its discharge.
13. Prior to commencement of work, funds in the amount of \$955,998 will be obligated to a Task Order with the Port of Anchorage Intermodal Expansion Contractor for the purposes of mitigating the ecological impacts associated with the Phase 1 filling of intertidal lands. MARAD will be responsible for appropriate contract management of this Task Order. When, with agency coordination, the Corps of Engineers, Regulatory Program makes a final determination of appropriate compensatory mitigation actions, MARAD will provide specific direction to its contractor, ICRC, under the funded Task Order for the distribution of funds as directed by the Corps.

**Special Information:**

Any condition incorporated by reference into this permit by General Condition 5, remains a condition of this permit unless expressly modified or deleted, in writing, by the District Engineer or his authorized representative.

**Further Information:**

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

(X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

( ) Section 103 of the Marine Protection, Research, and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, State, or local authorization required by law.

- b. This permit does not grant any property rights or exclusive privileges.
  - c. This permit does not authorize any injury to the property or rights of others.
  - d. This permit does not authorize interference with any existing or proposed Federal project.
3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
  - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
  - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
  - d. Design or construction deficiencies associated with the permitted work.
  - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
- a. You fail to comply with the terms and conditions of this permit.
  - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
  - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

*[Signature]*  
(PERMITEE) AND TITLE  
*Dist. Engr.*

*24 Aug 2005*  
(DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

FOR *[Signature]*  
(DISTRICT ENGINEER) COL TIMOTHY J. GALLAGHER  
RYAN WINN, PROJECT MANAGER  
SOUTH SECTION, REGULATORY BRANCH

*24 August 2005*  
(DATE)

When the structures or work authorized by this permit are still in existence at the time the property is transferred the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions have the transferee sign and date below.

\_\_\_\_\_  
(TRANSFEREE)

\_\_\_\_\_  
(DATE)





REPLY TO  
ATTENTION OF:

DEPARTMENT OF THE ARMY  
U.S. ARMY ENGINEER DISTRICT, ALASKA  
P.O. BOX 6898  
ELMENDORF AFB, ALASKA 99506-0898  
NOV 03 2005

Regulatory Branch  
South Section  
POA-2003-502-M

RECEIVED  
NOV 07 2005

Mr. Roger Graves  
Government/Environmental Affairs Manager  
Port of Anchorage  
2000 Anchorage Port Road  
Anchorage, Alaska 99501-1024

Dear Mr. Graves:

Enclosed is the signed Department of the Army permit modification, file number POA-2003-502-M, Ship Creek, authorizing a modification to a Special Condition of the original permit. The project is located north of existing facilities at the Port of Anchorage, in Anchorage, Alaska.

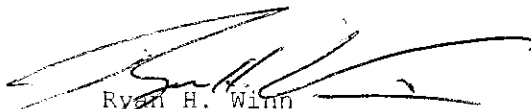
Nothing in this letter shall be construed as excusing you from compliance with other Federal, State, or local statutes, ordinances, or regulations that may affect the proposed work.

Additionally, we have enclosed a Notification of Administrative Appeals Options and Process and Request for Appeal form regarding this Department of the Army Permit Modification (see section labeled "Initial Proffered Permit").

Please take a moment to complete and return the enclosed questionnaire. Our interest is to see how we can continue to improve our service to you and how best to achieve these improvements. Upon your request, you may also provide additional comments by telephone or a meeting. We appreciate your efforts and interest in evaluating the regulatory program.

Please contact me at (907) 753-2712, by FAX at (907) 753-5567, or by mail at the address above, ATTN: CEPOA-CO-R-S, if you have questions. For additional information about our Regulatory Program, visit our web site at [www.poa.usace.army.mil/reg](http://www.poa.usace.army.mil/reg).

Sincerely,

  
Ryan H. Winn  
Project Manager

Enclosures

This authorized modification should be attached to the original permit.

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

A handwritten signature in black ink, appearing to read 'Ryan H. Winn', with a long, sweeping horizontal stroke extending to the right.

Ryan H. Winn  
Project Manager

Enclosures



REPLY TO  
ATTENTION OF:

DEPARTMENT OF THE ARMY  
U.S. ARMY ENGINEER DISTRICT, ALASKA  
P.O. BOX 6898  
ELMENDORF AFB, ALASKA 99506-0898  
NOV 08 2005

Regulatory Branch (1145b)  
South Section

PERMITTEE: Port of Anchorage

EFFECTIVE DATE: NOV 08 2005

REFERENCE NUMBER: POA-2003-502-M, Ship Creek

DEPARTMENT OF THE ARMY  
PERMIT MODIFICATION

Department of the Army permit number POA-2003-502-2, Ship Creek, was issued to the Port of Anchorage on August 24, 2005, to:

"Discharge approximately 1,075,500 yd<sup>3</sup> of dredged and/or fill material within a 27-acre intertidal area north of existing Port facilities, for the construction of a transit/staging area for Department of Defense cargo deployment."

Special Condition #13 of the above permit was written as follows:

"13. Prior to commencement of work, funds in the amount of \$955,998 will be obligated to a Task Order with the Port of Anchorage Intermodal Expansion Contractor for the purposes of mitigating the ecological impacts associated with the Phase 1 filling of intertidal lands. MARAD will be responsible for appropriate contract management of this Task Order. When, with agency coordination, the Corps of Engineers, Regulatory Program makes a final determination of appropriate compensatory mitigation actions, MARAD will provide specific direction to its contractor, ICRC, under the funded Task Order for the distribution of funds as directed by the Corps."

Special Condition #13 is hereby modified as follows:

"13. Prior to commencement of work, funds in the amount of \$955,998 shall be deposited into an escrow account established to fund restoration/enhancement projects for compensatory mitigation of the impacts associated with the development in waters of the U.S. authorized by Department of the Army permit POA-2003-502-2. The escrow account language must be approved by the Corps prior to its establishment and shall require written authorization and direction from the Corps for any distribution of funds. The Corps, with resource agency consultation, will approve appropriate mitigation project(s) and subsequently provide written authorization directing the release of specified amounts from the account for specified purposes."

All other conditions under which the subject authorization was made remain in full force and effect.



**Item H6:**

**North Extension Bulkhead Project Open Cell Layout As-built Plan**

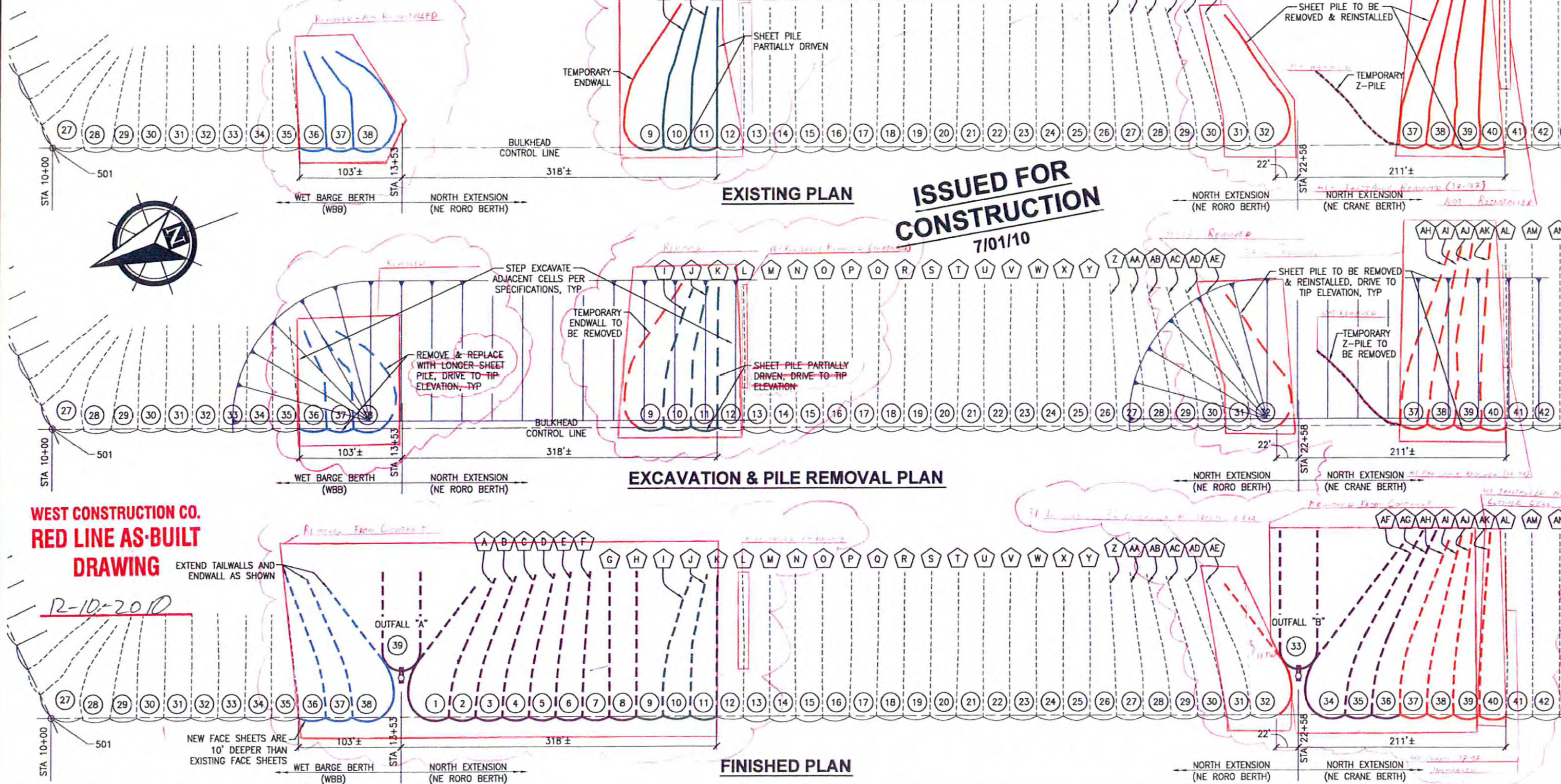
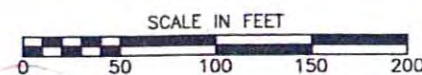




LEGEND	
#	CELL DESIGNATION
LTR	TAIL WALL DESIGNATION

SYMBOLS IN THIS LEGEND APPLY TO THIS SHEET.

- CELLS DRIVEN TO TIP ELEVATION; NO ACTION REQUIRED
- CELLS DRIVEN TO TIP ELEVATION; EXCAVATE FILL, PULL AND RE-INSTALL LONGER SHEET PILE, (WBB 36-38)
- CELLS PARTIALLY DRIVEN; EXCAVATE FILL, DRIVE TO TIP ELEVATION, (NE 9-11)
- CELLS PARTIALLY DRIVEN; EXCAVATE FILL, PULL AND RE-INSTALL, (9, 32, 37-40, WYE AK)
- CELLS TO BE INSTALLED; (NE 1-8, 34-36, OUTFALLS A & B)
- TEMPORARY Z-PILE WALL; TO BE REMOVED



421 West First Avenue, Suite 200  
Anchorage, Alaska 99501  
(907) 561-4272  
www.ICRCsolutions.com



REV	DATE	DESCRIPTION
0	7/01/10	ISSUED FOR CONSTRUCTION



DATE: 7/01/10



DATE: 7/01/10

1506 West 36th Avenue  
Anchorage, Alaska 99503  
Phone: 907.561.1011  
Fax: 907.563.4220  
www.pndengineers.com



## PORT OF ANCHORAGE EXPANSION PROJECT

### NORTH EXTENSION BULKHEAD PROJECT OPEN CELL LAYOUT

DESIGNED BY: GH DATE: 7/01/10  
CHECKED BY: CK PROJECT NO: 61028

SHEET NO. **12** OF 28



