

Acceptance Tests: Quality Control tests taken by the Contractor, the results for which are used by the Owner to determine whether the Work complies with the requirements of the Contract Documents.

Access Road: The right-of-way, the roadway, and all improvements constructed thereon connecting the Site to a public thoroughfare.

Addenda: All clarifications, corrections, or changes to the Solicitation issued graphically or in writing by the Owner after the Advertisement but prior to the opening of Proposals.

Advertisement: The public announcement, as required by law, inviting bids or proposals for Work to be performed or Materials to be furnished. Advertisement of Subcontractor bids shall be in accordance with the CM/GC Subcontractor Solicitation and Award Procedures approved by the Owner.

Affiliate: Affiliate shall mean any subsidiary of CM/GC, and any other entity in which CM/GC has a financial interest or which has a financial interest in CM/GC (*including without limitation parent companies, related businesses under the same holding company, or any other business controlled by, under common control with, or which controls CM/GC*).

Agreement or Contract: A written standard Construction Manager/General Contractor (CM/GC) services Agreement ← ARRC Contract entered into by ARRC and the Contractor for the performance of the Work and payment therefore.

Alaska Department of Transportation and Public Facilities (AKDOT&PF): State owned Operator of transportation infrastructure adjacent to, and in, ARRC's right-of-way.

Alaska Railroad Corporation: The Principal Representative.

Allowances: Allowances shall mean the allowance amounts shown in the GMP Supporting Documents, together with such further allowances as may be developed by the parties as the Project progresses.

Amendment: A written revision to an Agreement (*including without limitation any agreed change to the GMP*), signed by the Contractor and the Principal Representative or its authorized agent, issued after the Effective Date of the Agreement or Contract, authorizing a change in either the Work, the method of performance, or manner of performance or an adjustment in the GMP, Contract Sum, the Contractor's CM/GC Pre-Construction Fee, or the Term.

Application for Payment: The form on which the CONTRACTOR requests progress or Final Payments and which includes such supporting documentation as is required by the Contract Documents.

Approved or Approval: Means written approval by the Contracting Officer or his authorized representative as defined in Article 2.1 of the General Conditions.

Architect/Engineer (A/E): A person, firm, or corporation, other than the Contractor or those engaged by the Contractor, retained directly by the Owner to prepare Drawings, Specifications and other Contract Documents, perform construction administration services, or other Project related services.

ARRC: Initials which stand for Alaska Railroad Corporation.

ARRC Procurement Rules: Means the rules governing the procurement of supplies, services, professional services and construction adopted by ARRC in accordance with A.S. 36.30.015(e). Said Rules may be downloaded from ARRC's web site, www.alaskarailroad.com, under General Information, Purchasing/Contracts.

A.S.: Initials that stand for Alaska Statute.

Award: The acceptance, by the Owner, of a successful bid or Proposal. For Subcontractor bids, the acceptance of the CM/GC of a successful bid, in accordance with Subcontractor Solicitation and Award Procedures approved by the Owner.

Bid Bond: A type of Proposal Guaranty.

Bid Package: A substantially complete Plans, Specifications, and Estimate package from which a GMP proposal can be prepared for LLTP or any Construction Phase and that may be advertised through the ARRC low-bid procurement process.

Bidder: Any individual, firm, corporation or any acceptable combination thereof, or joint venture submitting a bid for the advertised Work.

Business Days: Business Days shall mean every day except Saturday, Sunday, and Holidays.

Calendar Day: Every day shown on the calendar, beginning and ending at midnight.

Change Order: A written order by the Owner to the Contractor requiring a change in the Work within the general scope of the Contract Documents, issued under the changes provisions of Articles 9 and/or 10 of the General Conditions in administering the Contract, including Owners' written change Directives as well as changes reflected in a writing executed by the parties to this Contract and, if applicable, establishing a Contract Price or Contract Time adjustment for the changed Work.

Claim: A demand by Contractor pursuant to Article 15 of General Conditions for review of the denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in these General Conditions.

CM/GC Construction Contract: The agreement between ARRC and the Contractor to perform construction activities for any approved Construction GMP.

CM/GC Management Price Percentage: The fee percentage to be applied to all LLTP GMP and Construction GMP proposals equal to the amount of profit, overhead, and construction general conditions.

CM/GC Services: The tasks performed by a Contractor as specified in the CM/GC Services RFQ.

Construction Contingency: An amount established by the Owner for its sole use in accordance with Article 6 herein.

Constructability Report: A written report that reviews each Bid Package at agreed upon Milestones for constructability and feasibility, which includes, but is not limited to, a brief cost and risk analysis with regard to constructability.

Construction Management (CM) Services: CM Services shall mean the services specified in Article 3.3 of the Contract.

Construction Manager/General Contractor (CM/GC): The individual, firm, corporation or any acceptable combination thereof, contracting with the Owner to provide Pre-construction Phase Services, and once a GMP is established, to perform the Work as the Contractor, which performance shall include the management of Subcontractor bidding in accordance with Subcontractor Solicitation and Award Procedures approved by the Owner and completion of the construction Work within the GMP and Project schedule.

Construction Phase: The Construction Phase excludes all Design Services and shall mean the stage of Work performed within the period commencing on the Owner's execution of a GMP Amendment or Early Work Amendment, together with the earlier of (i) issuance by Owner of a Notice to Proceed with any on-Site construction or (ii) execution of a subcontract or issuance of a purchase order for Materials or Equipment required for the Work. This phase ends with the Owner's Final Acceptance of such Bid Packages from the Owner.

Construction Phase Services: Means all Work, other than Pre-construction Phase Services, consisting of, without limitation, construction-related activities of the Contractor, including schedule refinement, advance Materials procurement (LLTP), advance construction (*if approved by an Owner-issued Early Work Amendment*), Project budget management, and development of Subcontractor bid packages.

Consultant: A person, firm, agency or corporation retained by the Owner to prepare Contract Documents, perform construction administration services, or other Project related services.

Contract: The written CM/GC contract between the Owner and the CM/GC setting forth the obligations of the parties and covering the Work to be performed, all as required by the Contract Documents.

Contract Documents: The Contract form, Solicitation and Addenda thereto, CM/GC's proposal as accepted by Owner, GMP Amendment, the bonds, the ARRC General Conditions, Supplemental Conditions and all other Contract requirements, the Specifications, the AKDOT&PF's Standard Specifications for Highway Construction, Drawings and Final PS&E furnished by the Owner to the Contractor, together with all Change Orders, Directives and documents approved by the Owner, and modifications, amendments, and supplements to the same issued on or after the Effective Date of the Contract.

Contract Goal: The percentage of the contract that the Contractor must make good faith efforts to fulfill with DBE participation. The contract goal is based on the type of Work included in each project and the availability of ready, willing and able DBEs to perform such Work. A separate Contract Goal is established for each Bid Package.

Contract Price: The sum of the Pre-construction Phase Costs, the Fixed Fee, actual reimbursable bonds and insurance costs, and the Cost of the Work (*including any Early Work and LLTPs*), but not exceeding the GMP or LLTP GMP.

Contract Time: The number of Calendar Days following issuance of a Notice-to-Proceed in which the Contractor must Substantially Complete the Project, or if specified as a calendar date, the Substantial Completion date specified in the Contract Documents.

Contracting Officer: The person authorized by the Owner to enter into and administer the Contract on behalf of the Owner. Said individual has authority to make findings, determinations and decisions with respect to the Contract and, when necessary, to modify or terminate the Contract.

Contractor: The individual, joint venture, partnership, or corporation that has been selected by ARRC by virtue of its in-house capabilities of budgeting, cost estimating, management and labor relations personnel, and required technical and professional services expertise to work with ARRC and the Design Consultant in order to help formulate the Project budget; furnish the Design Consultant with the information on construction technology and market conditions to help ensure that the Project design stays within the Project budget, Fixed Limit of Construction Cost, and aggregate of LLTP GMPs and Construction GMPs; and manage the procurement effort. Contractor is also referred to as "CM/GC" in other Contract Documents.

Contractor's Contingency: An amount established by the Owner for Contractor's sole use in accordance with Article 6 herein.

Contractor's Pre-Construction Services Cost Proposal: The lump sum amount to be paid by the Principal Representative to the Contractor for Work performed by the Contractor through the Design Phase, which is equal to the amount of the fees and costs for administrative costs, overhead and profit, including, but not limited to, all resources needed to perform the duties described in this RFP.

Cost of the Work (COW): The sum of all reimbursable costs as defined in Article 6 of the Contract to perform the Work. Prior to award of the GMP Amendment to perform the Work, the COW is the estimated and negotiated sum of all reimbursable costs as defined in Article 6 of the Contract for the performance of the Work, as follows:

$$\underline{\text{COW}} = \text{Negotiated Cost of the Work (Self-Performed Work Costs + Subcontract Costs + Allowances + Construction Contingency + Contractor's Contingency)}.$$

Cost Model: The open and transparent document that the Contractor develops and uses through the Design Phase so that estimates and assumptions are communicated to the Principal Representative, Design Consultant, and Independent Cost Estimator.

Critical Path: The sequence of activities, events, and dependencies that determine the longest overall duration and the shortest time possible, to complete the Project. Any delay of an activity on the Critical Path directly affects the planned Project completion date (*i.e., there is no float on the Critical Path*).

Critical Path Method (CPM): A mathematically based algorithm for scheduling a set of project activities, which is an important tool for effective project management. It involves constructing a model of the project, including a list of all activities required to complete the project (*typically categorized within a Work breakdown structure*), the time (*duration*) that each activity will construction take to completion, and the dependencies between the activities.

Date of Final Completion: The date certified by the Principal Representative when the Work, or designated portion thereof, is complete in accordance with the Contract Documents.

Day: Any calendar day, unless specifically designated otherwise.

Direct Cost of the Work: Those items included in any Construction GMP that, pursuant to ARRC General Conditions, are directly related to construction and not otherwise defined under such Construction Phase.

Defective: An adjective which refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or Approval referred to in the Contract Documents, or has been damaged prior to the Owner's Approval of Final payment.

Design Consultant: The legally approved professional Design Consultant, or group or association or Professional Corporation of such approved professional Design

Consultants, engineers and consultants, who have contracted with the Principal Representative to accomplish Design Services necessary for the Project.

Design Development Documents: Means the Drawings and other documents that fix and describe the size and character of the entire Project, including architectural, structural, mechanical, and electrical systems, Materials, and such other elements as may be appropriate. These documents include the draft plans, progress plans, and Final PS&E.

Design Office Review (DOR): The Plan review that occurs before the Plans and Specifications are at the percent completed specified in the Bid Package.

Design Services: The architectural and engineering services provided by the Design Consultant and/or the Contractor.

Design Team: The A/E's dedicated staff working on the design of the Project with responsibility for development of the Design Development Documents.

Direct Cost: Means, unless otherwise provided in the Contract Documents, the cost of Materials, including sales tax, cost of delivery, cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; worker's compensation insurance; rental cost of Equipment, and machinery required for execution of the Work; and the additional costs of field personnel directly attributable to the Work.

Directive: A written communication to the Contractor from the Owner interpreting or enforcing a Contract requirement or ordering commencement of an item of Work.

Disadvantaged Business Enterprise (DBE): A business currently certified as a "Disadvantaged Business Enterprise" by the State of Alaska.

Disadvantaged Business Enterprise (DBE) Program: ARRC's DBE program which has been developed in accordance with 49 CFR Part 26.

Dispute Resolution: The process through which the Parties (*Principal Representative and the Contractor*) agree to resolve any issue related to an Agreement that may result in Disputes and Claims.

Disputes and Claims: All disputes and/or claims concerning contract price, time, payment, and/or interpretation of this Agreement. Disputes and Claims include, but are not limited to, any disagreement resulting from a delay, a Change Order, any Modification, another written order, or an oral order from the Principal Representative, including any direction, instruction, interpretation, or determination by the Principal Representative; interpretations of the Agreement provisions, Drawings, Plans, or Specifications; or the existence of alleged differing site conditions.

Drawings: All Plans and Specifications approved by the Principal Representative that have been prepared to show the character and scope of the Work to be performed and which have been furnished by the Owner or the A/E and are by reference made a part of the Contract Documents.

Early Work: Construction Phase Services authorized by an Early Work Amendment (LLTP GMP) that the parties agree should be performed in advance of establishment of the GMP. Permissible Early Work shall be limited to early procurement of materials and supplies, early release of bid or proposal packages for site development and related activities, and any other advance Work related to critical components of the Project for which performance prior to establishment of the GMP will materially affect the Critical Path schedule of the Project.

Early Work Amendment: An Amendment to the CM/GC Contract executed to authorize Work under an Early Work Package which shall establish the LLTP GMP as described herein.

Early Work Package: A Work package, authorized by the Owner under an Early Work Amendment, consisting of Work to be performed in advance of establishment of the GMP. A LLTP GMP shall be established prior to performing any work under the Early Work Package.

Early Work Price: The amount to be paid to Contractor for the performance of Work specified in an Early Work Amendment and/or the LLTP GMP.

Effective Date of the Contract: The date on which the Contract is fully executed by both Contractor and the Owner.

Equipment: All machinery together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of the Work.

Field Inspection Review (FIR): The Plan review that occurs when the Plans and Specifications are at the percent complete, as specified in the Bid Package.

Final Acceptance: The Owners written acceptance of the Work following Final Completion and the performance of all Contract requirements by the Contractor.

Final Completion: The stage in the progress of the Work for any LLTP Phase or Design Phase, after Substantial Completion, when all remaining items of Work for such phase have been completed, all requirements of the Contract Documents related to such phase are satisfied, and the ARRC Acceptance Letter for such phase can be issued. Portions of the phase may be separately and partially deemed to have reached Final Completion at the discretion of the Principal Representative when that portion of the phase reaches such stage of completion and a partial ARRC Acceptance Letter for such phase can be issued.

Final Office Review (FOR): The Plan review that occurs when the Plans and Specifications are at the percent completed specified in the Bid Package.

Final Payment: The last payment to be made to the Contractor following the issuance of and Final Acceptance.

Final PS&E: The final, stamped, and sealed Plans, Specifications, and estimate used to construct the Project.

Fixed Fee: The amount established and payable to the Contractor for home office overhead, profit and general and administrative costs in accordance with the terms and conditions of the Contract Documents.

$$\text{Fixed Fee} = (\text{Fixed Fee Percentage}) \times (\text{COW})$$

Fixed Fee Percentage: The Fixed Fee percentage set forth in Article 6 of the Contract.

Full Cost Recovery (of equipment ownership costs): Full cost recovery of equipment ownership costs is defined as the depreciation associated with the equipment as well as insurance, cost of money, property taxes, mechanics' supervision, storage, licenses, and record keeping costs. If any of these costs are recovered in project or general company overhead, those respective costs are excluded from the full cost recovery.

General Conditions: Added by ARRC.

Guaranteed Maximum Price (GMP): The maximum amount of compensation for which all Work required for each Construction Phase, to include any LLTP GMPS, shall be accomplished (*including the CM/GC Management Price Percentage*). The GMP consists of the Pre-construction Costs, the COW and the Fixed Fee as established by the Contract.

$$\text{GMP} = \text{Pre-construction Costs} + \text{COW} + \text{Fixed Fee}$$

GMP Amendment: Means an amendment to the Contract, executed by and between the parties, to establish the GMP and identify the GMP Supporting Documents for Construction Phase Services.

GMP Supporting Documents: Means the documents referenced in the GMP Amendment as the basis for establishing the GMP. The GMP Supporting Documents shall expressly identify the Drawings and Specifications, assumptions, qualifications, exclusions, conditions, Allowances, bid items, estimated quantities, unit prices, and alternates that form the basis for the GMP.

Health and Safety Plan: Site-specific safety and health policies to protect the health and safety of workers, staff, and visitors.

Holidays: In the State of Alaska, Legal Holidays occur on:

1. New Years Day - January 1
2. Martin Luther King's Birthday - Third Monday in January
3. President's Day - Third Monday in February
4. Seward's Day - Last Monday in March
5. Memorial Day - Last Monday in May
6. Independence Day - July 4
7. Labor Day - First Monday in September
8. Alaska Day - October 18
9. Veteran's Day - November 11
10. Thanksgiving Day - Fourth Thursday in November
11. Christmas Day - December 25
12. Every Sunday
13. Every day designated by public proclamation by the President of the United States or the Governor of the State as a legal Holiday.

If any Holiday listed above falls on a Saturday, Saturday and the preceding Friday are both legal Holidays. If the Holiday should fall on a Sunday, except (12) above, Sunday and the following Monday are both legal Holidays.

Independent Cost Estimate: An estimate that is conducted with the Project design and construction information independent of the Principal Representative, Design Consultant, and Contractor.

Independent Cost Estimator (ICE): The designee of the Principal Representative tasked to perform the Independent Cost Estimate.

Innovation Tracking and Performance Report: A report that tracks all innovations offered by the Contractor, Principal Representative, and Design Consultant team members. It also tracks the performance of these innovations during any Construction Phase or LLTP of the Project.

Inspector: The Owners's representative authorized to make determinations and inspections of Contract performance and materials.

Interim Work Authorization: A written order by the Owner authorizing initiation of Work on changes to the Contract, within its general scope, until a subsequent Change Order is executed.

Install: Means to build into the Work, ready to be used in complete and operable condition and in compliance with Contract Documents.

Invitation for Bids: A portion of the bidding documents soliciting bids for the Work to be performed.

Key Personnel: The listed work force listed in the Project Team/Capability section of the “Statement of Qualifications,” which is part of the Proposal that constitutes an Agreement by the Contractor to make the personnel available to complete the Work.

Laboratory: The official testing laboratories of the Owner or such other laboratories as may be designated by the Owner or identified in the Contract Documents.

Long Lead-Time Procurement (LLTP): Materials and equipment that must be ordered and/or procured in advance of the Construction Phase for which they shall be used.

LLTP GMP: The maximum dollar amount for which any LLTP shall be procured and it shall be computed by the Contractor in accordance with the provisions of this RFQ. The CM/GC Management Price Percentage is applied to all LLTP GMP proposals. For any LLTP GMP to be accepted by the Principal Representative, the Owner’s Estimate and the Contractor’s GMP must be within a percentage acceptable to the Principal Representative.

Markup Fee: The maximum rates of cost markup as outlined in Article 7 to cover both the overhead and profit of a Subcontractor or Supplier, to be used in Change Order price determination as described in Article 7.

Materials: Any natural or manmade substances specified for use in the construction of the Project.

Material Sourcing Plan: The plan that details how the Contractor will handle bids from material vendors for any LLTP GMP or Construction GMP proposals. This plan is part of the open Cost Model required as part of any Bid Package development.

Milestone: A point in the Design Phase where Plans, Specifications, and estimates are at an agreed-upon completion point. Milestone examples include FIR, FOR, and LLTP GMP and Construction GMP proposals.

Modification: A revision such as: (1) a written Amendment to an Agreement signed by all parties, (2) a Change Order, or (3) a written interpretation issued by the Principal Representative.

Notice: Any communication in writing from either contracting party to the other by such means of delivery that receipt cannot be properly denied.

Notice of Intent to Award: The written notice by the Owner to all Offerors identifying the apparent successful Offeror and establishing the Owner's intent to execute the Contract when all conditions required for execution of the Contract are met. For Subcontractor bids, the written notice by the Contractor to all bidders identifying the apparent successful bidder, in accordance with Subcontractor Solicitation and Award Procedures approved by the Owner, contingent upon all conditions required for execution of a subcontract being met.

Notice to Proceed (NTP): A written notice to the Contractor to begin the Work and establishing the date on which the Contract Time begins.

Notice of Termination: The delivered Notice that informs the Contractor that the Agreement between ARRC and the Contractor is being terminated for the convenience of the State or for default.

Offer: A bid in connection with an Invitation to Bid and a proposal in connection with a Request for Proposals.

Offeror: A bidder in connection with an Invitation to Bid and a proposer in connection with a Request for Proposals.

Opinion of Probable Construction Cost (OPCC): The cost to complete the Work for a LLTP or a Construction Phase. This cost includes all labor, materials, equipment, bond premiums, and actual costs of procurement or construction that the Contractor will use for the duration of such LLTP or Construction Phase to complete the Work. Each Opinion of Probable Construction Cost shall be produced in an open book process throughout the Design Phase of the Project so that the Principal Representative, the Design Consultant, and the Independent Cost Estimator can make accurate assumptions, calculate prices, and determine the amount of risk in the Project.

Owner's Estimate: The estimate reviewed and approved by the Principal Representative to be compared to each OPCC or GMP. The Independent Cost Estimate can serve as the Owner's Estimate if approved by the Principal Representative.

Owner: Alaska Railroad Corporation and its designated representatives.

Pay Estimate: A request for payment for Work completed on a monthly basis and pursuant to ARRC General Conditions, ARRC Supplemental Conditions, and the AKDOT&PF's Standard Specifications for Highway Construction.

Payment Bond: The security furnished by the Contractor and his Surety to guarantee payment of the debts arising out of performance of the Work.

Performance Bond: The security furnished by the Contractor and his Surety to guarantee performance and completion of the Work in accordance with the Contract Documents.

Person: An entity doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company or partnership, or any other entity possessing the legal capacity to contract.

Plans: The detailed plans, standard plans and other documents, which show the location, type, dimensions, and details of the Work to be performed under the Contract and where calculated dimensions govern over scaled dimensions.

Pre-construction Costs: The amount paid to Contractor by Owner for Pre-construction Phase Services.

Pre-construction Meeting: A preparatory meeting between the Contractor and the Owner, and other parties affected by the construction, to discuss the Project before the Contractor begins work.

Pre-Construction Phase: The phase of Work in which CM/GC Services, LLTPs, and Design Services are performed and Meaning the period commencing on the Effective Date of the Contract and ending upon commencement of the Construction Phase; provided that if the Owner and Contractor agree, the Construction Phase may commence before the Pre-construction Phase is completed, in which case both phases shall proceed concurrently, subject to the terms and conditions of the Contract Documents.

Pre-construction Phase Services: Means all Pre-construction services described in the Contract performed during the planning and design of the Project, but excluding any Early Work and LLTPs. Early Work and LLTPs shall be considered part of the Construction Phase Services.

Principal Representative: ARRC or its designee, as shall be specifically identified in the Contract Documents.

Procurement Review Report: The report detailing any LLTP GMP plans, warranties, liquidated damages, procurement strategies, schedules, and details required for LLTPs.

Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, Cost Models, Risk Registers, communications, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work.

Project: The total design and construction of the project as identified in this RFQ which is part of the Proposal, of which the Work performed under the Contract Documents is a part and may include construction by the Principal Representative or by separate contractors.

Project Management Software: Software approved by the Principal Representative that aids in contract control and managing the various tasks and activities of the Project.

Project Manager: A qualified individual authorized by the Contractor to be responsible for coordinating time, equipment, money, tasks, and people for all or specified portions of the Project.

Project Manager (ARRC): The representative or representatives designated by the Contracting Officer, consistent with General Condition Article 2.1, to manage the Project.

Project Records: Means all information in any way relating to the Project or performance of the Contract, including but not limited to all:

- Financial and accounting records and information;
- Correspondence - including internal communications, E-mails, field notes, file notes, diary entries, and communications among the Owner, Contractor, Subcontractors, and Governmental authorities;
- Notices, orders, permits, and opinions;
- Survey data - including survey drawings, reports, maps, original computations, and other data;
- Materials testing records and Materials certifications;
- Work Products;
- All other documents and information whether generated by or for, or received by, the Contractor in performance of the Contract; whether any of such records are:
 - o Paper-based;
 - o In the form of electronic data;
 - o In electronic/digital format capable of being reduced to paper-based or electronic/digital format;
 - o In audio format; or
 - o In a format that constitutes visual reproductions such as photos or videotape, in any way relating to the Project.

Project Schedule: A schedule that is prepared by the Contractor that shall be used for coordination, for evaluation of progress, for evaluation of changes to the Agreement, and to ensure the timely completion of the Work as called for in the Contract Documents.

Proposal: Means the written Offer submitted by a Person in response to an Invitation to Bid or RFP, to do stated Work in the manner indicated and at the prices quoted.

Proposal Guaranty: The security furnished with a Proposal to guarantee that the Offeror will enter into a Contract if the Owner accepts his Proposal.

Quality Assurance (QA): Tests and inspections performed by or on behalf of the Owner to evaluate the methods, accuracy, precision, and reproducibility of Quality Control and material acceptance tests.

Quality Control (QC): Tests and inspections by the Contractor to insure that the Work conforms to the requirements of the Contract Documents and may determine its acceptability for payment.

Quality Control Plan: The plan describing the Contractor's strategy to ensure quality and compliance in construction.

Risk Management Plan: The plan that identifies and assesses risk and includes a completed Risk Register detailing risks, mitigation, and the assigned responsibility for each risk.

Risk Register: A listing of risks and opportunities, risk assessments, and an evaluation of mitigation and responsibility for those risks.

Regulatory Requirements: All laws, rules, regulations, ordinances, codes, or orders applicable to the Work, including requirements of permits, issued by a Governmental entity with lawful authority over a matter.

Sample: A physical example that illustrates materials, equipment, or reasonable workmanship and establishes standards by which the Work shall be judged.

Schedule of Bid Items: The part of the Contract Documents for any LLTP GMP or Construction GMP proposals that includes an itemized description of the Work by division and section of the Specifications.

Schedule of Values: The Owner's document, submitted by the Contractor and reviewed by the Project Managers, which shall serve as the basis for computing payment and for establishing the value of separate items of Work that comprise the GMP and any LLTP GMP(s).

Scope Change: Scope Change shall mean only (i) changed site conditions not reasonably inferable from information available to the Contractor at the time of execution of the GMP Amendment, and (ii) significant Work modifications (including additions, substitutions, and deletions), application of Allowances, and selection of alternates, all as approved by the Owner under the Contract beyond that identified or inferable from the GMP Supporting Documents (*but in the case of Allowance items, the GMP will increase only if the cost to Owner of the Allowance items exceeds the total amount of the Allowances*).

Self-Performed Work: Work by the Contractor with its own forces in accordance with the terms and conditions of the Contract Documents and that is not performed by Subcontractors or Suppliers.

Shop Drawings: All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for the Contractor, and any Subcontractor of any tier, to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier, manufacturer, or distributor and submitted by the Contractor to illustrate material, equipment, fabrication, or erection for some portion of the Work. Where used in the Contract Documents, the term "Shop Drawings" is also meant to include "Submittals".

Drawings, diagrams, schedules, and other data specifically prepared for the Work by the Contractor, to illustrate some portion of the Work.

Specifications: Those portions of the Contract Documents consisting of written technical descriptions the physical or functional characteristics of Materials, Equipment, construction systems, standards and workmanship as applied to the Work and certain administrative and procedural details applicable thereto. Specifications may include a description of any requirement for inspecting, testing or preparing a material, service or construction item for delivery and the quantities or qualities of materials to be furnished under the Contract.

Specifications generally will state the results or products to be obtained and may, on occasion, describe the method and manner of doing the work to be performed. Specifications may be incorporated by reference and/or may be attached to the Contract and include, but are not limited to; ARRC General Conditions, ARRC Supplemental Conditions, Project special provisions and standard special provisions.

Standard Specifications: The provisions outlined in the current published edition of the AKDOT&PF's *Standard Specifications for Highway Construction*, unless another organization is specified.

Standards: References to standards, material specifications, test methods, or other publications of Alaska Department of Transportation and Public Facilities (AKDOT&PF), American Association of State Highway and Transportation Officials (AASHTO), American Society for Testing and Materials (ASTM), other governmental agencies, or other recognized national organizations that have been officially adopted by those agencies and organizations. The applicable standard, test method, material specification, or other reference shall be that which is in effect on the date the activity governed by the standard, method, etc., is performed.

State: The State of Alaska, unless otherwise specified.

Subcontracting Plan: A Contractor-developed plan that outlines the Contractor's expected approach to subcontracting in the construction phases.. The Subcontracting Plan shall detail the opportunities that the Contractor has identified for possible participation by DBEs. The Subcontracting Plan shall be included in each Bid Package prepared by the Contractor and may be considered by ARRC when determining the goal for DBE participation to be applied to the Construction Phase.

Subcontractor: A person, firm, or corporation supplying labor and materials, or only labor, for all or any portion of the Work, under separate Contract or Agreement with the Contractor.

Substantial Completion or Substantially Complete: The stage in the progress of the Work for any LLTP or Pre-Construction Phase when the procurement or CM/GC Services are sufficiently complete, in accordance with the Contract Documents as modified by any Amendment or Change Order, so that the Work, or at the discretion of the Principal Representative, any designated portion thereof, is available for its intended use by the Principal Representative and a Notice of Substantial Completion for such phase can be issued. Portions of the phase may, at the discretion of the Principal Representative, be designated as Substantially Complete.

Superintendent: The Contractor's authorized employee held responsible in charge of the on-site Work.

Supplemental Agreement: A written agreement between the Contractor and the Owner covering work that is not within the general scope of the Contract.

Supplemental Drawings: Means detailed Drawings for Work or methods of construction furnished by the Owner that are Project-specific, and are denoted by title in the Project title block.

Supplemental Conditions: The part of the Contract Documents that amends or supplements these General Conditions or other Contract Documents.

Supplier: Any manufacturer, fabricator, distributor, material man, or vendor of Materials or Equipment.

Surety: The corporation, partnership, or individual, other than the Contractor, executing a bond furnished by the Contractor.

Target GMP Range: Means the estimated range of the GMP as determined by the Owner in the course of Project development.

Term: The period covered by the Agreement.

Termination Claim: A claim that results from termination of an Agreement pursuant to the provisions of the Agreement.

Termination Date: The date the Agreement shall come to an end.

Traffic Control Plan (TCP): A Drawing of one or more specific plans that detail the routing of pedestrian, aircraft, and/or vehicular traffic through or around a construction area.

Unit Price Work: Work to be paid for on the basis of unit prices.

Utility or Utilities: The privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway or runway drainage, and other similar commodities, including publicly owned fire and police signal systems, street lighting systems, and railroads which directly or indirectly serve the public or any part thereof. The term "Utility" shall also mean the utility company, inclusive of any wholly owned or controlled subsidiary.

Validate: When required by the Contract Documents to validate a dimension or condition, the Contractor will be responsible for substantiating or verifying that the dimension or condition as represented in the Contract Documents meets the desired intent in sufficient time to allow correction prior to impacting the Work.

Value Engineering: A study or activity that helps to design and provide deliverables that meet customer needs at the lowest cost while assuming a standard of quality and reliability.

Work: The CM/GC Services and all LLTPs required by the Contract Documents, whether completed or partially completed, including all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. Such Work, however incremental, will culminate in the entire completed Project, or the various separately identifiable parts thereof.

Work Product: Means the Plans and Specifications, Drawings, Final PS&E and all other documents, analysis, computations, models, computer programs, and information obtained or developed for the Project or in performance of the Work, in or capable of being reduced to tangible paper-based, electronic, audio, or video format, whether or not designated as a deliverable under the Contract.

Worker and Public Safety Plan: The report detailing how the Contractor will provide a safe work site and provide safety for the travelling public.

Working Day: Any day, including Saturdays, Sundays, and State and Federal holidays, on which weather and other conditions not under the control of the Contractor will permit construction operations to proceed with the normal working force engaged in performing those items controlling the completion of the Work.