



Alaska Department of Transportation & Public Facilities REQUEST FOR PROPOSALS PACKAGE

(Procurement per Article 3 of AS 36.30)

PART

A

TABLE OF CONTENTS

Form 25A270, Part A - Request for Proposals (RFP)
" " Part B - Submittal Checklist
" " Part C - Evaluation Criteria
" " Part D - Proposal Form
Certification of Eligibility (Ethics Act)
Form 25A257, Pre-Audit Statement
Form 25A269, Indemnification & Insurance
Appendix B, Statement of Services

Proposed Statement of Services

Other: Additional information may be available for review on the DOT&PF Website:

<http://www.dot.state.ak.us/rfpmgr/lq.cfm>

ISSUING OFFICE

Agency Contact & Phone No.....: Jeff Jenkins, Chief of Contracts, (907) 465-4420
Contracting Division: State of Alaska, Department of Transportation and Public Facilities,
Southcoast Region, Design and Engineering Services

PROJECT

RFP NUMBER: 25213019
Project Numbers-State/Federal.....: SFHWY00307 / 0003261
Project Site (City, Village, etc.).....: Juneau
Project Title & Contract Description: JNU: Egan-Yandukin Intersection Improvements- Design Services

DOT&PF is seeking a consultant to work with their various support groups provide plans, specifications and a project cost estimate for the design of permanent changeable message boards to indicate seasonal changeable speed limits along Egan Drive as well as improving the delineation of the Egan Yandukin Intersection. Consultant will also prepare a design study report detailing the engineering decision processes made in the design and participate in a public meetings.

SCHEDULE & PAYMENT

Anticipated period for performance-Begin/End: February 15, 2021 to December 31, 2021

Estimated amount of proposed contract:

☐ Less than \$200,000 ☐ \$200,000 to \$250,000 ☐ \$1,000,000 or greater
☒ \$250,000 to \$500,000 ☐ \$500,000 to \$1,000,000

Proposed Method(s) of Payment:

☐ Fixed Price Plus Expenses (FPPE) ☐ Firm Fixed Price (FFP) ☐ Cost Plus Fixed Fee (CPFF)

☐ Other:

SUBMITTAL DEADLINE AND LOCATION

OFFERORS ARE RESPONSIBLE TO ASSURE DELIVERY PRIOR TO DEADLINE (2 AAC 12.250).
ONLY PROPOSALS RECEIVED PRIOR TO THE FOLLOWING DATE AND TIME WILL BE OPENED.

DATE: January 28, 2021

PREVAILING TIME: 4:00 PM

HAND DELIVER OR EMAIL ONLY DIRECTLY TO FOLLOWING LOCATION (and person, if named):

ATTN: Jeff Jenkins

srdotpfcontracts@alaska.gov

Chief of Contracts

Department of Transportation and Public Facilities

6860 Glacier Highway

Juneau, AK 99801-7999

When submitting proposals, please make sure to identify the project title and the RFP number on the outer envelope of the submittal package.)

IMPORTANT NOTICE: If you downloaded this solicitation from the State's Website, you must self-register for the Plan Holders list to receive subsequent addenda. Failure to register may adversely affect your proposal. It is the Offeror's responsibility to ensure that he has received all addenda affecting this RFP.

SELECTION PROCEDURE

1. Competitive Sealed Proposals will be evaluated by a committee (2 AAC 12, Article 4). Evaluation of responses to criteria set forth in Part C results in a numerical score for each proposal. Each criterion in Part C has an assigned weight for this RFP which demonstrates its relative importance. The total of all weights is 100 (100%). Each one-percent weight equates to a range of 0-5 points per Evaluator. The maximum points (score) obtainable for any proposal is equal to the product of 500 multiplied by the number of Evaluators.
2. Scoring of proposals will be accomplished as follows:
 - 2.1 Each Evaluator will individually read and rate each Offeror's response to each criterion described in Part C - Section I - Technical Proposal. Ratings will be based solely on contents of proposal and in compliance with the Contracting Agency's standard Instructions for Evaluation Committee. Except as may be stated within any criterion description in Part C, a rating of "5" = Best Response from all Offerors; "4" to "1" = Progressively Less Responsive; "0" = Non-Responsive. Ratings are multiplied by the assigned weights for each criterion to obtain criteria scores.
 - 2.2 After completion of individual ratings in Part C, Section 1, Technical Proposal, the Evaluation Committee will meet to discuss proposals. Evaluators may then alter their ratings; however, any changes shall be based solely on the criteria set forth in Part C.
 - 2.3 After scoring Part C - Section I - Technical Proposal, criteria scores for Part C - Section II - Preferences, and Section III - Price (if applicable), will be calculated based on criteria descriptions.
 - 2.4 The total score for each Offeror will be obtained by summing the scores determined for each criterion in Sections I, II and III of Part C. The order of ranking for negotiations shall be as follows: highest scored Offeror will be ranked first, next highest scored second, and etcetera.
3. Evaluators may discuss factual knowledge of, and may investigate Offerors' and proposed Subcontractors' prior work experience and performance, including projects referenced in proposal, available written evaluations, etcetera, and may contact listed references or other persons knowledgeable of a Contractor's and/or a Subcontractor's past performance. Factors such as overall experience relative to the proposed contract, quality of work, control of cost, and ability to meet schedules may be addressed. If any issues of significant concern to the proposed contract are discovered, the Committee may:
 - 3.1 Provide written recommendations for consideration during contract negotiations;
 - 3.2 Conduct discussions in accordance with paragraph 4, below.
4. The Committee may decide to conduct discussions (or "interviews") with responsible Offerors whose proposals are determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements (AS 36.30.240 & 2 AAC 12.290). Offerors selected by the Committee for discussions may be permitted to submit Best and Final Offers (BAFO) for final Committee Evaluation. After discussions and any BAFOs, Evaluators will determine the final scoring and ranking for contract negotiations by evaluating written and oral responses using only the criteria set forth in Part C of this RFP (2 AAC 12.260(b)).
5. All Offerors will be advised of the Offeror selected for negotiation and, after completion of negotiations, a Notice of Intent to Award will be provided to all Offerors. If contract negotiations are unsuccessful with Offeror(s) selected for negotiation, the Contracting Agency may either cancel the solicitation or negotiate with other Offerors in the order of ranking.

NOTICES

PART

A

1. The Contracting Agency is an equal opportunity employer.
2. Copies of contract documents are available for review at the Contracting Agency's office. Offerors located outside the general vicinity of the Contracting Agency's office may telephone the Agency Contact identified on page one of this Part A for a discussion of such items.

General Conditions of the Professional Services Agreement are contained in the Small Procurement Standard Provisions Booklet, which is located on the Department's website under "Procurement."

The General Conditions are the **same** for both Competitive Sealed Proposals and Small Procurements.

3. Offerors are specifically advised that a contract shall not be in effect until a written agreement is executed by an authorized agent of the Contracting Agency. The Contracting Agency shall not be liable for any cost incurred by an Offeror in response to this solicitation, including any work done, even in good faith, prior to execution of a contract and issuance of a Notice to Proceed.

4. The Contracting Agency expressly reserves the right to waive minor informalities, negotiate changes or reject any and all proposals and to not award the proposed contract, if in its best interest. "Minor Informalities" means matters of form rather than substance which are evident from the submittal, or are insignificant matters that have a negligible effect on price, quantity, quality, delivery, or contractual conditions and can be waived or corrected without prejudice to other Offerors (2 AAC 12.990).

5. All proposals shall be open for public inspection (AS 36.30.230) after a Notice of Intent to Award is issued. Offerors should not include proprietary information in proposals if such information should not be disclosed to the public. Any language within a submittal purporting to render all or portions of a proposal confidential will be disregarded. Proprietary information which may be provided after selection for contract negotiations will be confidential if expressly agreed to by the Contracting Agency (AS 36.30.230).

6. Substitution for any personnel named in a proposal may result in termination of negotiations.

7. If it is discovered that a selected Offeror is in arrears on taxes due the State of Alaska, a contract may not be awarded until the Alaska Department of Revenue approves the payment provisions for the contract.

8. **Offerors and proposed subcontractors shall be in compliance with the statutory requirements for Alaska business licensing and professional registrations included in the certification statement on Page 2 of Part D in this RFP package.**

9. **PRICE COMPETITION:** Price cannot be an Evaluation Criterion in accordance with Article 3 of AS 36.30 for services that must be performed only by Architects, Engineers, Land Surveyors, or Landscape Architects (A/E, LS or LA) licensed in the State of Alaska, UNLESS the provisions of AS 36.30.270(d) apply; i.e., unless the services required are repetitious in nature, and the nature and amount of services required are thoroughly defined by measurable and objective standards to reasonably enable firms or persons making proposals to compete with a clear understanding and interpretation of the services required. If price is a factor, a majority of the evaluation committee must be registered in Alaska to perform architectural, engineering, or land surveying services.

- 9.1 If the services performed do not require an A/E, LS or LA, then all Offerors including any A/E, LS or LA must provide Price Proposals in accordance with AS 36.30.270(b) and 2 AAC 12.260(c).

- 9.2 Price (or any estimate of labor hours) cannot be an Evaluation Criterion for contracts that will receive Federal-aid highway program funding per 23 CFR 172.7 and FAA Airport Improvement Program funding per AC 150/5100-14E, 2.1. For FAA exceptions: see AC 150/5100/14E, 2.4.

10. An audit of the selected Offerors' and proposed Subcontractors' cost accounting systems and business records may be required to ascertain if systems are adequate for segregating contract costs; to establish a maximum allowable Indirect Cost Rate for the Agency's negotiator; and to investigate the accuracy of proposed labor rates and unit prices. In order not to unduly delay contract negotiation or award, be prepared to submit Pre-Audit Statement, DOT&PF Form 25A257 immediately for your firm and any subcontract that may exceed \$250,000.

For contract amounts less than \$250,000, the Contracting Agency may require the Offeror and proposed Subcontractor to submit the Pre-Audit Statement if deemed necessary to determine allowable costs under Title 23 CFR requirements. If selected for negotiation, failure to submit properly completed Pre-Audit Statement(s) in a timely manner may disqualify an Offeror from further consideration. Information from Pre-Audit Statements and any Audit conducted for the Contracting Agency is considered proprietary and will be confidential.

11. Standard insurance provisions for Worker's Compensation, General and Automobile Liability, and Professional Liability are contained in DOT&PF Form 25A269, Indemnification and Insurance. Coverages may be modified under very limited circumstances. Offeror should not assume any modification of coverages.

12. Professional Liability Insurance for the proposed contract: ☐ is not required

☒ is required as shown on DOT&PF Form 25A269.

13. The proposed contract ☒ will ☐ will not be a Federally Assisted Program of the U.S. Department of Transportation. If it will be an assisted program, then the Offeror shall insert the following notification in all subcontract solicitations for bids or proposals pertinent to this RFP:

"In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, CFR, U.S. Department of Transportation (U.S. DOT), Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. DOT issued pursuant to such Act, in any Subcontract entered into pursuant to this RFP, Disadvantaged Business Enterprise firms will be afforded full opportunity to submit bids or proposals and will not be discriminated against on the grounds of race, color, sex, or national origin, in consideration for an award.

14. Pre-proposal Conference: ☒ None ☐ As follows:

15. Special Notices:

15.1 Per Alaska Statute (AS) 36.30.210(e): An Alaska Business License is required of Contractors who do business in Alaska at time of award. To qualify for the Alaska Offerors' Preference, under AS 36.30.321, an Offeror shall have a valid Alaska business license as a prerequisite to proposal. Information regarding applying for an Alaska Business License can be found on-line at <https://www.commerce.alaska.gov/web/cbpl/BusinessLicensing.aspx> or by calling 1-907-465-2550. The business license must be in the name of the company under which the proposal is submitted.

15.2 Effective May 8, 2015, the Department, in coordination with the U.S. Department of Transportation, adopted a Race-Neutral Disadvantaged Business Enterprise (DBE) Program for its federal-aid program. The Race-Neutral DBE program applies to federally-funded construction-related professional services solicitations, with the exception of FAA-funded projects located within the boundaries of the Department's Northern Region, which remain under a Race-Conscious DBE program. The Department encourages contractors to utilize DBEs in all Federal-aid projects to ensure the Department meets its overall DBE Utilization Goal. All DBE participation will count towards the Race-Neutral program. If you have any questions about this notice or the Department's DBE program, please contact the Civil Rights Office at (907) 269-0851 or refer to their website <http://www.dot.alaska.gov/cvlrts/index.shtml>.

15.3 In light of the current health situation, the Department will accept an electronic (email) submission of proposals for this solicitation. Proposals should be submitted to srdotpfcontracts@alaska.gov prior to the date and time shown on page 1. Offerors are responsible to assure timely delivery, and receipt of their proposal. Offerors are cautioned that due to mailbox restrictions, we cannot receive proposals over 20MB in size. The Contracting Agency will either print out proposals in color for distribution, or email a PDF to the Evaluation Committee.

SUBMITTAL CHECKLIST

PART

B

Offeror may use left margin to check off items when completed.

An Alaska Business License is required of Contractors who do business in Alaska at time of award (AS 36.30.210(e)).

- [] 1. Offerors must carefully review this RFP Package for defects and questionable material and become familiar with submittal requirements. Submit written comments to the address shown under "Submittal Deadline and Location" on page 1 of Part A - RFP. Substantive issues will be addressed in a written addendum to all RFP recipients on record. Failure to comply with directions may result in lower score and may eliminate a submittal from consideration. Protests based on alleged improprieties or ambiguities in a solicitation may be disallowed at the discretion of the Contracting Agency if the protest is not received in writing at least ten Agency work days prior to the Submittal Deadline (AS 36.30.565).
- [] 2. Review Part A - RFP and the proposed Statement of Services and any other attached or referenced materials. If no Statement of Services is attached, telephone the Agency contact person identified on page 1 of Part A.
- [] 3. Review Part C - Evaluation Criteria. Read each criterion in light of the proposed Statement of Services. Note any project specific criteria which may have been added or any changes to standard criteria descriptions which may have been made. Be aware of the assigned weight for each criterion. If a weight is not entered for any criterion on Part C, notify the Agency contact person. Plan your proposal to address the applicable criteria. Criteria Responses shall not exceed the number of pages stated below. **Note:** If weight is applied to Criterion #11, Alaska Bidder (Offeror) Preference, that box must be checked on page 1 of Part D, rfp-d.
- [] 4. Prepare a distinct Response for each criterion that has a weight more than zero. Failure to respond directly to any criteria weighted more than zero will result in an evaluation score of zero for that criteria. Any Responses to criteria weighted zero will be disregarded. Acceptable Responses must be specific and directly related to the Contracting Agency's proposed Statement of Services. Marketing brochures, federal SF330s, marketing resumes, and other non-project specific materials will be discarded without evaluation and should not be submitted.
- [] 5. **Each criterion Response must be titled, numbered and assembled in the order in which the criteria are listed in Part C**, so the criterion to which information applies shall be plainly evident. Material not so identified or assembled may be discarded without evaluation.
- [] 6. Price ☐ is ☒ is not an evaluation criterion for the proposed contract.
If Price is a Criterion, prepare **Billing Rates and/or Price Proposals** as described in Criteria #12 and/or #13.
- [] 7. Complete all entries on Part D - Proposal Form. Note the statutory requirements for Alaska business licenses and professional registrations, and be sure to sign and date the Certification. Copies of licenses and registrations may be provided with submittal, and will not count in the requirements of #8 below.

- [] 8. Attach Criteria Responses (**except any Billing Rates or Price Proposals**) to Part D - Proposal Form. The maximum number of attached pages (**each printed side equals one page**) for Criteria Responses shall not exceed: **Ten (10)**. Attached page limit does not include the four-page Part D - Proposal Form, or any Billing Rates or Price Proposals.

Criteria Responses shall be presented in **8-1/2" X 11" format**, except for a minimal number of larger sheets (e.g., 11" x 17") that may be used (e.g., for schedules) if they are folded to 8-1/2" X 11" size. Large sheets will count as multiple pages at 93.5 square inches or fraction thereof per page, unless otherwise noted.

CAUTION: Criteria Responses which do not comply with the required page limit or presentation size, may result in disqualification. Further, small print or typeface that is difficult to read may negatively influence evaluation of your submittal and affect scoring for "Quality of Proposal."

CHECKLIST IS CONTINUED NEXT PAGE

- [] 9.
- [] 10. Parts A, B and C of Form 25A270 and the proposed Statement of Services shall not be returned to the Contracting Agency. **Submittals shall consist of the following applicable items assembled as follows and in the order listed:**
- [] 10.1 Completed Part D - Proposal Form (generally at least one copy with original signature) and Responses to all evaluation criteria -- **except Billing Rates, Price Proposals** – attached. Each copy shall be fastened with one staple in the upper left corner. No other form of binding shall be used and no cover and no transmittal letter will be included. **CAUTION:** Failure to comply with this instruction will negatively influence evaluation of Submittal.
- [] 10.2 Number of copies of Part D (**all pages**) and Criteria Responses (**except Billing Rates, and Price Proposals**) required is: **Four (4)**
- [] 10.3 If **Billing Rates and/or Price Proposals** are required, **one copy** bound with one staple in the upper left corner separately enclosed in a sealed envelope marked on the outside to identify it as a **Billing Rates or Price Proposal** and the names of the Project and Offeror. Each **Billing Rates or Price Proposal** must be signed and dated by the person who prepares it (may be different signatures for each Subcontractor).
- [] 10.4 If Item 9, above, is completed for this RFP Package, any submittal items described therein. Unless otherwise stated, one copy only, bound appropriately.
- [] 10.5 Pre-Audit Statement, DOT&PF Form 25A257, shall **not** be provided with Submittal. (See Notice #10 on page 3 of Part A - RFP.)
- [] 10.6 **CAUTION:** If you replicate (other than by photocopy) Part D or any form in lieu of completing the forms provided by the Contracting Agency, provide a signed certification that lists such forms and attests that they are exact replicas of that issued by the Contracting Agency. Changed forms may result in rejection at the Contracting Agency's discretion. Any alteration – other than completion of the required entries – may be cause for rejection without recourse.
- [] 11. Deliver **submittals in one sealed package** to the location and before the submittal deadline cited in Part A - RFP. **Mark the outside of the package** to identify the Project and the Offeror. Proposals must be received prior to the specified date and time. Late proposals will not be opened (2 AAC 12.250).

EVALUATION CRITERIA

PART

C

Criteria with a weight of zero are not applicable and should be disregarded. If a weight is not indicated for any criterion, telephone the Agency Contact person identified at the top of page 1 of Part A - RFP.

SECTION I - TECHNICAL PROPOSAL

1. Objectives and Services

1. Weight: 15

Response must **demonstrate your comprehension of the objectives and services** for the proposed contract. Do not merely duplicate the Statement of Services provided with this RFP. Also, consider if Statement of Services is sufficiently explicit; are expressed or implied schedules attainable/economically feasible; etcetera? Explain. **Define any assumptions made** in formulating Criteria Response. If design services for a construction project are included, express any opinions regarding alternative design considerations that could impact construction costs.

2. Methods

2. Weight: 20

Response must outline the methods for accomplishing the proposed contract or, if methodology is contained in the proposed Statement of Services, address its adequacy. Describe what, when, where, how, and in what sequence the work will be done. Address how proximity to the Project site, *particular* geographic familiarity, experience, and capabilities of your firms (Offeror and Proposed Subcontractors) and Project Staff might *specifically* contribute to the proposed methods. Identify the amount and type of work to be performed by any Subcontractors. Consider how each task may be carried out; what services or interaction required from/with the Contracting Agency; etcetera. Suggest alternatives, if appropriate. Identify any **distinct and substantive qualifications** for undertaking the proposed contract such as the availability of specialized equipment or unique approaches or concepts **relevant to the required services** which the firms may use.

3. Management

3. Weight: 10

Response must describe the administrative and operational structures that will be used for performing the proposed contract. For example consider: who will have overall responsibility for the contract? Who will have direct responsibility for specific disciplines? What will the lines of authority be? For any individual who would be in "responsible-charge" (reference AS 08.48) as an Architect, Engineer, Land Surveyor or Landscape Architect, so state and list his/her Alaska professional registration number. A graphic depiction is preferred in your response to this criterion. Additionally, the Contracting Agency may want to inspect work products in progress and have a close ongoing working relationship with your Project Staff. Accordingly, your response should also identify where the various contract services will be performed, *in proximity to the Contracting Agency's office*, and how communications will be maintained between your Project Staff, the Contracting Agency, and (as applicable) any other government agencies or the public.

4. Proposed Project Staff

4. Weight: 20

Response must name the individuals to perform the following **FUNCTIONS** plus any other professional/technical functions you deem essential to perform the services:

1. Contract Management (contract compliance)
2. Project Management (single point-of-contact directly engaged in contract performance)
3. Civil Design
4. Electrical Design (Permanent Message Boards)

*All personnel acting in responsible charge for all Architectural, Engineering, Land Surveying, and Landscape Architecture functions require an Alaska Registration and must be identified in your proposal.

Continued Next Page

Describe the work to be performed by the individuals you name to perform essential functions and detail their specific qualifications and substantive **experience directly related to the proposed contract**. A response prepared specifically for this proposal is required. Marketing resumes often include non-relevant information which may detract from the evaluation of proposal. Lists of projects are not useful. Focus on individual's specific duties and responsibilities and how project experience is relevant to the proposed contract.

For each person named, identify their: employer, professional discipline or job classification and state of residency. List at least 3 professional references (contact persons and telephone numbers) for each person.

5. Workload and Resources

5. Weight: 15

Response must: (1) discuss both current and potential time commitments of your proposed Project Staff to all clients; (2) discuss the projected workload of each firm (Offeror and Proposed Subcontractors) for all clients; and (3) demonstrate adequate support personnel, facilities and other resources to provide the services required. Provide a list of current contracts with the Contracting Agency in which your proposed Project Staff are participating. Include all contracts statewide with regions, divisions, etc., of the Contracting Agency.

Briefly address capabilities for providing additional services and/or services under an accelerated schedule. Address capacity to reassign personnel, equipment and facilities whenever the proposed contract would not require such capabilities or was delayed.

6. Past Performance & Quality Control

6. Weight: 15

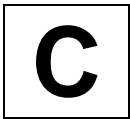
Response must describe previous projects the project team has worked on that are related in size and scope to this project. Describe the dollar amount of the projects and a brief narrative of the successes of the projects. Address how the experience will help your team to perform under this contract. Provide references (contact name and phone number) for each project. Indicate which of the proposed firms and project staff was involved in each project. The State reserves the right to investigate referenced projects, contact references and research other projects that the respondent has worked on.

Include in your response a description of your firm's quality control process and how this process has affected the quality of your deliverables. Use specific examples.

7. Quality of Proposal

7. Weight: 5

Offerors do not respond to this criterion. Committee members will rate this criterion based on their perception of the clarity, completeness and presentation of submittal. Note: This criterion is **NOT** used to evaluate color, graphics or other visual techniques except as they may detract from legibility.



8.

8. Weight: 0

9.

9. Weight: 0

SECTION II - PREFERENCES

10. Disadvantaged Business Enterprises**49 CFR 26****10. Weight: 0**

This solicitation is being conducted under the Department's Race Neutral Disadvantaged Business Enterprise (DBE) program for construction related professional services solicitations. Therefore, there is no DBE goal for this solicitation and the criterion has a weight of zero (0).

See rfp-a, section 15. Special Notices, paragraph 15.2.

11. Alaska Bidder (Offeror) Preference

23 CFR 172.7(a)(1)(iii)(C), AC 150/5100-14E, and 2 AAC 12.260(e)

Weight shall be "0" if any federal funding, otherwise weight shall be at least "10".

11. Weight: 0

To be granted this preference:

Offeror must claim the Alaska Bidder (Offeror) Preference on page one of Part D Proposal Form. In claiming the Alaska Bidder (Offeror) Preference on page one of Part D, the Offeror is certifying that they meet the following requirements per AS 36.30.990:

- (A) Firm holds a current Alaska Business License;
- (B) Proposal is submitted under the name as appearing on the Firm's current Alaska Business License;
- (C) Firm has maintained a place of business within Alaska, staffed by the Firm or an employee of the Firm, for a period of six months immediately preceding the date of the offer;
- (D) Firm is incorporated or qualified to do business under the laws of the State of Alaska, is a sole proprietorship, and the proprietor is a resident of Alaska, is a limited liability company organized under AS 10.50 and all members are residents of Alaska, or is a partnership under AS 32.06, or AS 32.11 and all partners are residents of Alaska; and
- (E) If the Firm is a Joint Venture, it is composed entirely of entities that qualify under (A) - (D).

Alaska Bidder (Offeror) Preference will be scored: Rating x Number of Evaluators x Weight = Criterion Score.

Rating will be as follows:

An Alaska Offeror's preference (i.e., a Rating of 5) will be assigned to the proposal of an Offeror who certifies (by claiming the preference on page one of Part D) that they are an Alaska Bidder (Offeror) as described above.

No Alaska Offeror's preference (i.e., a Rating of 0) will be assigned to the proposal of an Offeror who does not certify (by failure to claim the preference on page one of Part D) that it qualifies as an Alaska Bidder (Offeror) as described above.

No narrative response to this criterion is required within the Offeror's Proposal.

SECTION III - PRICE

If price is not an Evaluation Criterion, weights for both Criterion #12 and #13 shall be "0". If price is an Evaluation Criterion, the sum of weights for Criterion #12 and #13 shall be at least "10", and all Offerors shall submit Price Proposals in the specified format(s).

See item #9, under Notices in Part A – RFP, regarding statutory and regulatory provisions about price competition and item #10.3, in Part B – Submittal Checklist, regarding procedure for submittal of Billing Rates and/or Price Proposals. Cost terminology is explained on page 2 of the Pre-Audit Statement (DOT&PF Form 25A257).

CAUTION: Submittal of Offeror's or Subcontractor's "standard" rate schedules or other pricing documents which are not in required format will be non-responsive if they do not allow direct comparison with other responsive proposals.

Rates and costs proposed by the Offeror selected for contract negotiations may be investigated for reasonableness and allowability in accordance with AS 36.30.400, .420 & .480, 2 AAC 12.550 and the contract cost principles in 48 CFR Part 31. Unsupported rates and costs may be disallowed or result in termination of negotiations, or contract award. All proposed rates and the negotiated contract rates will be public information.

12. Labor Billing Rates (Required Format)

12. Weight: 0

Provide a proposed total hourly Billing Rate (i.e., inclusive of Direct Cost of Direct Labor, all Indirect Costs, and Fee) only for each of the job **FUNCTIONS** listed below. Note: Some of these functions may be performed by one or more employees of the Offeror or Subcontractors; consequently, an individual might be billed under the contract at different rates appropriate to the functions performed. **Only the maximum rate paid to any individual for each listed job function** – regardless of employer (Offeror or Subcontractor) – **must be provided and will be considered for this response**. Rates for lower paid individuals or for other job functions, if any, will be addressed during contract negotiations.

- | | | |
|------------------------|---------------|--------------------------|
| 1. Contract Management | (Estimated at | % of total labor effort) |
| 2. Project Management | (Estimated at | % of total labor effort) |
| 3. | (Estimated at | % of total labor effort) |
| 4. | (Estimated at | % of total labor effort) |
| 5. | (Estimated at | % of total labor effort) |

*In accordance with the submittal Checklist ('rfp-b'), item 10.3, *Billing Rates must be signed and dated by the person who prepares it (may be different signatures for each Subcontractor)*

Response will be scored as follows: The maximum hourly rates proposed for the job functions listed above will be multiplied by the percentage of total labor effort (estimated above) and then summed to obtain an aggregate rate for each Offeror. If more than one rate is provided for any job function, only the highest rate will be used. Each Offeror's score will be calculated using the following equation – except that the **score will be zero if a rate for each listed function is not provided by an Offeror**.

$$\frac{(\text{Lowest aggregate rate from all Offerors}) \times (\text{MPP}^*)}{(\text{Offeror's aggregate rate})} = \text{Offeror's Criterion Score}$$

$$^*\text{MPP} = \text{Maximum Possible Points} = (5) \times (\text{Number of Evaluators}) \times (\text{Weight})$$

If no federal funding, then per AS 36.30.250(b), aggregate rates shall be reduced for the above calculation by the following applicable percentages when the rates are from Offerors that **designate preferences on page one of Part D**.

- ALASKA BIDDER (OFFEROR) PREFERENCE [2 AAC 12.260(d)]..... 5%
- ALASKA VETERAN-OWNED BUSINESS PREFERENCE [AS 36.30.175] (maximum \$5000)..... 5%
- and only ONE of the following:
- EMPLOYMENT PROGRAM PREFERENCE [AS 36.30.170(c)] 15%
- DISABLED SOLE PROPRIETOR OR 50% DISABLED EMPLOYEES [AS 36.30.170(e & f)]..... 10%

To claim employment or disabled preference, Offeror must be on the appropriate Alaska Division of Vocational Rehabilitation list at the time designated for opening (i.e., receipt) of proposals.

13. Total Price Proposal (Required Format)**13. Weight: 0**

Provide proposed costs for all labor, subcontracts, equipment, expenses, etc., and a proposed amount for Fee. Submit a separate price proposal in the following format for the Offeror and for each Subcontract (first, second, third tier, etc.) that may exceed \$25,000. Each price proposal must be signed and dated by the person who prepares it. Note that the PRICES of the next lower tier subcontracts must be listed as COSTS in Item #4 (Other Direct Costs) of the price proposal for the next higher tier contractor so that the price of all subcontracts "roll-up" into the Offeror's total price proposal.

1. Show project title, project number, and Offeror or Subcontractor Name.

2. **Direct Costs of Direct Labor (DCDL)**

Show the estimated costs for each job classification of employees proposed for the contract. List under the following headings. Names required only for key staff and/or persons in "responsible-charge" (Ref: AS 08.48). **Hourly Rates must not include Indirect Costs or Fee.**

<u>Job Classification</u>	<u>Name</u>	<u>Total Hours</u>	<u>Rate(\$/hr)</u>	<u>Proposed Costs (\$)</u>
				Total DCDL: \$ _____

3. **Indirect Costs (IDC)**

These costs include what are generally referred to as 1) Fringe Benefits and 2) Overhead (including direct and indirect costs of Indirect Labor). Show the Proposed IDC Rate as a percentage of Direct Costs of Direct Labor and the product (IDC Amount) of that Rate multiplied by the total DCDL.

IDC Rate: _____ % IDC Amount: \$ _____

4. **Other Direct Costs (ODC)**

These costs include: subcontracts, equipment (company owned or rented), and reimbursable expenses (e.g., transportation, food and lodging, reproduction) – if not included in Indirect Costs. List proposed costs under the following headings. If multiples of an item required, list the proposed quantity, unit rate, and total cost for each. **Costs must be based on actual costs to the offeror or the subcontractor, without any profit or other markup.**

<u>Item</u>	<u>Quantity</u>	<u>Cost (\$/Unit)</u>	<u>Proposed Costs (\$)</u>
			Total ODC: \$ _____

5. **Total Proposed Cost**

Sum of DCDL + IDC + ODC

Total Cost: \$ _____

6. **Proposed Fee**

List a proposed amount (Contract Fee is generally negotiated using a structured Fee analysis of proposed costs).

Proposed Fee: \$ _____

7. **Total Proposed Price**

Sum of Total Proposed Cost plus Proposed FEE.

Total Price: \$ _____

8. *In accordance with the Submittal Checklist ('rfp-b'), item 10.3, Price Proposals must be signed and dated by the person who prepares it (may be a different signature for each subcontractor).*

Response will be scored as follows:
$$\frac{(\text{Lowest Total Proposed Price}) \times (\text{MPP}^*)}{(\text{Offeror's Total Proposed Price})} = \text{Criterion Score}$$

*MPP = Maximum Possible Points = (5) x (Number of Evaluators) x (Weight)

If no federal funding, then per AS 36.30.250(b), total price shall be reduced for the above calculation by the following applicable percentages when the prices are from Offerors **designate preferences on page one of Part D.**

- ALASKA BIDDER (OFFEROR) PREFERENCE [2 AAC 12.260(d)]..... 5%
- ALASKA VETERAN-OWNED BUSINESS PREFERENCE [AS 36.30.321(f)] (maximum \$5,000)..... 5%
- and only ONE of the following:
- EMPLOYMENT PROGRAM PREFERENCE [AS 36.30.321(b)] 15%
- DISABLED SOLE PROPRIETOR [AS 36.30.321(d) / (k)] 10%

To claim employment or disabled preference, Offeror must be on the appropriate Alaska Division of Vocational Rehabilitation list at the time designated for opening (i.e., receipt) of proposals.

PART

D

Project Numbers-State/Federal.....: **SFHWHY00307/0003261**
Project Title: **JNU: Egan-Yandukin Intersection Improvements- Design Services**
RFP No.: **25213019**

Contractor.....:

Street.....:

P.O. Box.....:

City, State, Zip.....:

Alaska Business License Number.....:

Federal Tax Identification No.:

DOT&PF DBE Certification No. (if any)

Individual(s) to sign contract

Title(s)

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

Check the applicable preferences that you claim for the proposed contract (reference Criteria 11, 12 & 13 in Part C):

☐ Alaska Bidder (Offeror) **AND>>** ☐ Veterans **AND>>** ☐ Employment Program or ☐ Disabled Persons

<u>Service, Equipment, etc.</u>	<u>Subcontractor & Office Location</u>	AK Business License No.	DOT&PF DBE Certification No.
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I certify: that I am a duly authorized representative of the Contractor; that this Submittal accurately represents capabilities of the Contractor and Subcontractors identified herein for providing the services indicated; and that the requirements of the Certifications on page 2 and 3 of this Part D for 1) Alaska Licenses/Registrations, 2) Insurance, 3) Federal-Aid Contracts exceeding \$100,000, 4) Cost and Pricing Data, 5) Trade Restrictions/Suspension/Debarment, 6) Foreign Contracting, 7) DBE Commitment, and 8) Former Public Officer – will be complied with in full. These Certifications are material representations of fact upon which reliance will be placed if the proposed contract is awarded. Failure to comply with these Certifications is a fraudulent act. The Contracting Agency is hereby authorized to request any entity identified in this proposal to furnish information deemed necessary to verify the reputation and capabilities of the Contractor and Subcontractors. This proposal is valid for at least ninety days.

rfp-d

CERTIFICATION FOR ALASKA BUSINESS LICENSES AND REGISTRATIONS

PART

D

Contractor and all Subcontractors shall comply with the following applicable requirements of Alaska Statutes:

1. **Alaska Business License** (Form 08-070 issued under AS 43.70) at the time contract is awarded as required by AS 36.30.210(e) for Contractor and all Subcontractors. In accordance with Administrative Manual, Section 81.120, proof of application for an Alaska Business license will satisfy this requirement. Per AAM 81.120, acceptable evidence that the offeror possesses a valid Alaska business license consists of any one of the following:
 - a. Copy of the Alaska business license.
 - b. A canceled check that demonstrates payment for the Alaska business license fee.
 - c. A copy of the Alaska business license application with a receipt stamp from the State's business license office.
 - d. A sworn notarized affidavit that the bidder/offeror applied and paid for the Alaska business license.
 - e. Other forms of evidence acceptable to the Department of Law.
2. **Certificate of Registration** for each individual to be in "responsible charge" (AS 08.48.341(11-14)) for Architecture, Engineering, Land Surveying, or Landscape Architecture (Form 08-2407 issued under AS 08.48.211) issued prior to submittal of proposal. Associates, consultants, or specialists under the supervision of a registered individual in "responsible charge" are exempt from registration requirements (AS 08.48.331).
3. **Certificate of Authorization for Corporations, Limited Liability Companies, and Limited Liability Partnerships** for Contractors and Subcontractors for Architecture, Engineering, Land Surveying, or Landscape Architecture (Form 08-2407 issued under AS 08.48.241). Entities offering to provide Architectural, Engineering or Land Surveying services do not need to be registered for such disciplines at the time proposal is submitted provided they obtain registration prior to contract award (AS 08.48.241).
4. **Certificate of Incorporation** (Alaska firms) or **Certificate of Authorization for Foreign Firm** ("Out-of-State" firms). All corporations, regardless of type of services provided, must have one of the certificates (AS 10.06.218 and other sections of Title 10.06 - Alaska Corporations Code).
5. **Current Board of Director's Resolution** for incorporated Contractors and incorporated Subcontractors for Architecture, Engineering, Land Surveying or Landscape Architecture (reference AS 08.48.241) that names the person(s) designated in "responsible charge" for each discipline. Such persons shall be licensed in Alaska and shall participate as project staff in the Contract/Subcontracts.
6. **All partners** in a Partnership to provide Architectural, Engineering, Land Surveying, or Landscape Architecture **must be legally registered in Alaska** prior to submittal of proposal for at least one of those disciplines (AS 08.48.251) which the Partnership offers.
7. **Joint Ventures**, regardless of type of services provided, must be licensed/registered in the legal name of the Joint Venture as used in this proposal (AS 43.70.020 and 43.70.110(4)).
8. **Contracts for Architecture, Engineering, Land Surveying, or Landscape Architecture** may not be awarded to individuals, corporations or partnerships not in compliance, respectively, with the provisions of paragraph 2, 3, and 6, above (AS 36.90.100).

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

CERTIFICATION FOR INSURANCE

Contractor will ensure that it and all Subcontractors have insurance coverage to effectuate the requirements of DOT&PF Form 25A269, Indemnification and Insurance.

CERTIFICATION FOR FEDERAL-AID CONTRACTS EXCEEDING \$100,000

The individual signing this proposal certifies to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

This certification is a material representation of fact upon which reliance will be placed if the proposed contract is awarded. Submission of this certification is a prerequisite for making or entering into the proposed contract imposed by Section 1352, Title 31, U.S. Code. The Contractor also agrees by submitting this proposal that Contractor shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such Subcontractors shall certify and disclose accordingly.

CERTIFICATION – COST AND PRICING DATA

In accordance with AS 36.30.400, any cost and pricing data submitted herewith, or in any future price proposals for the proposed contract, will be accurate, complete and current as of the date submitted and will continue to be accurate and complete during the performance of the contract, if awarded.

The Contractor certifies that all costs submitted in a current or future price proposal are allowable In accordance with the cost principles of the Federal Acquisition Regulations of Title 48, Code of Federal Regulations (CFR), Part 31 and that the price proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31. In addition, all known material transactions or events that have occurred affecting the firm's ownership, organization and indirect costs rates have been disclosed.

CERTIFICATION – TRADE RESTRICTIONS AND SUSPENSION AND DEBARMENT

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

CERTIFICATION - FOREIGN CONTRACTING

By signature on this solicitation, the offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States. If the offeror cannot certify that all work is being performed in the United States, the offeror must contact the Contracts Officer to request a waiver at least 10 days prior to proposal deadline. The offeror must provide with their submission a detailed description of the portion of work being performed outside the United States, where, by whom, and the reason the waiver is necessary. Failure to comply with this requirement may cause the state to reject the bid or proposal as non-responsive, or cancel the contract.

CERTIFICATION – DBE COMMITMENT

For federal-aid projects with DBE goals: if the Contractor submits a utilization report that proposes to use certified DBE's in the performance of work, the Contractor certifies that every effort will be made to meet or exceed the proposed percentage.

In addition, the Contractor certifies that a Consultant Registration form shall be submitted to the DBE/Civil Rights Office for their firm and each subconsultant prior to award.

CERTIFICATION – FORMER PUBLIC OFFICER

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

The Ethics Act bars a public officer who leaves State service from representing, advising or assisting a person for compensation regarding a matter –

that was under consideration by the administrative unit in which the officer served, and in which the officer participated personally and substantially through the exercise of official action,

for two years after leaving state service. See AS 39.52.180(a). "Public officer" includes a state employee, a member of a state board and commission, and a trustee of the Exxon Valdez Oil Spill Trust. "Official action" means a recommendation, decision, approval, disapproval, vote, or other similar action or inaction. Possible remedies for violating the bar include penalties against the former public officer and voiding the state grant, contract or lease in which the former public officer is involved.

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

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

I am a former employee of the State of Alaska and left state service within the last two years. My last position with the state was [job title] with the [name of state agency and administrative unit]. I propose to work on [describe state contract or other matter] on behalf of [name of current employer]. This work will not involve any matter (a) that was under consideration by the state administrative unit that I served, and (b) in which I participated personally and substantially during my state service through the exercise of official action ("official action" means a recommendation, decision, approval, disapproval, vote, or other similar action or inaction). I am therefore eligible to participate in this [contract or matter] under the Alaska Executive Branch Ethics Act. I also understand that as a former public officer I may not disclose or use information acquired in the course of my official duties that could in any way result in a benefit to me or my family, if the information has not been disseminated to the public, or that is confidential by law, without appropriate authorization.

If no notary or other official (judge, magistrate, U.S. postmaster or municipal clerk) is available, omit the notary certificate and include the following statement in the text: A notary or other official empowered to administer oaths is unavailable.

PRE-AUDIT STATEMENT

(Confidential when completed)

Submit this form, completed and with required attachments, **only** if specifically requested, and **only** to the following address: DOT&PF, Attn: Office of Internal Review, PO Box 196900, Anchorage, AK 99519-6900 OR to fax number: (907) 269-0733. Confidentiality may not be ensured if delivered otherwise.

Evaluation of this statement may preclude the necessity for a comprehensive on-site audit of Contractor's records. Entries may be handwritten, if legible.

1. Identify your financial year including beginning and ending dates:
2. List your actual costs, by the following categories, for your most recently ended fiscal year. Cost Terminology is defined on the reverse.
 - 2a. Direct Labor \$
 - 2b. Attach a Trial Balance with grouping of accounts used to arrive at the following Indirect Cost amounts:
Fringe Benefits \$
General & Administrative Expenses \$

Sum \$
 - 2c. Indirect Cost Rate (Sum of 2b / 2a)Percent (%):
3. If your records have been audited within the last two years by a government agency, attach a copy of the Audit Report.
4. Attach copies of your most recent Internal and Audited (if performed by other than the Contracting Agency) Financial Statements.
5. Are your accounting methods for recording contract costs based on a job or project identified cost system?
[] Yes [] No If your response is "No", attach an explanation of your project cost accounting system.
6. If you charge projects based on unit rates (e.g.: for computer time, laboratory tests, copies or equipment use, etc.) attach a list of such items and unit rates.
7. Do you offset revenue received from unit rate payments against the applicable Indirect Cost Accounts?
[] Yes [] No

If you have questions concerning this document, please telephone our Auditors at (907) 269-0715.

CERTIFICATION

I certify that I am a duly authorized representative of the Contractor and that information and materials enclosed within this statement accurately represent financial records of the office listed below.

Signature: _____	Date: _____
Name: _____	Telephone: _____
Title: _____	Fax: _____
Contractor: _____	Email: _____

Office Address for which this Submittal is made:

Address where Accounting Records are maintained,
if not at Office Address:

Street: _____	:
P.O. Box: _____	:
City, State, Zip: _____	:

COST TERMINOLOGY

DIRECT LABOR - Base salary or wages paid to employees charged directly to contracts or projects.

OTHER DIRECT COSTS - Actual costs of other than Direct Labor. Some examples of Other Direct Costs are subcontracts, equipment (company owned or rented), unit rate items and reimbursable expenses (travel, computer charges, reproduction, etc.).

INDIRECT COST RATE – A computed rate developed by adding all of a firm's general and administrative costs, and all other indirect costs, then dividing by a base value, usually direct labor dollars to get a percentage. This rate is normally compiled based on the consultant's applicable fiscal year.

INDIRECT COSTS - Indirect costs consist of allowable expenses which, because of their incurrence for common or joint cost objectives, must be prorated (allocated) to jobs or contracts using a specified Indirect Cost Rate. A cost objective is a function, organizational subdivision, contract, project or work unit for which cost data is accumulated under the Contractor's accounting system. Generally, Indirect Costs are segregated into the following categories: Fringe Benefits and General & Administrative Expenses .

Fringe Benefits - Costs for items such as:

Workers' Compensation Insurance
Deferred Compensation/Retirement Plans

Vacation Time and Authorized Leave
Social Security and Unemployment Taxes
Group Medical Plan and Life Insurance Premiums

Overhead costs for items such as the following, if they are not included in Direct Costs:

Indirect Labor (Supervisory, Administrative, etc.)
Travel, Food and Lodging
Maintenance and Depreciation of Equipment/Computers
Business Insurance Premiums Not Billed to Clients
Rent, Heat, Power, Light and Janitorial Services

Office Supplies
Communications
Reproduction Costs
Recruiting Expense
Rentals of Equipment/Computers

UN-ALLOWABLE COSTS - Costs for the following items and certain other costs defined in 48 CFR Part 31 and related regulations are not allowable. Such costs shall not be included as Indirect Costs or in the calculation of the Indirect Cost Rate.

Alcoholic Beverages
Advertising
Interest and Other Financial Costs
Contributions and Donations
Federal Income Taxes
Goodwill

Organization Costs
Lobbying Costs
Bad Debts
Fines and Penalties
Entertainment
Keyman Insurance

NOTE: IF YOUR ACCOUNTING SYSTEM WHOLLY OR PARTIALLY ALLOCATES INDIRECT COSTS ON OTHER THAN A DIRECT LABOR BASIS, ATTACH A DESCRIPTION OF THE COST POOLS OR SERVICE CENTERS YOU USE AND IDENTIFY THE INDIRECT COSTS RATE(S) AND BASE(S).

INDEMNIFICATION AND INSURANCE

Appendix D in Professional Services Agreements

IRIS Program No: SFHWY00307

Federal Project No: 0003261

Date Prepared: January 6, 2021

CONTRACTOR shall include the provisions of this form in all subcontracts that exceed \$25,000 and shall ensure Subcontractor's compliance with such provisions.

ARTICLE D1 INDEMNIFICATION

D1.1 The CONTRACTOR shall indemnify, hold harmless, and defend the CONTRACTING AGENCY from and against any claim of, or liability for negligent acts, errors or omissions of the CONTRACTOR under this Agreement. The CONTRACTOR shall not be required to indemnify the CONTRACTING AGENCY for a claim of, or liability for, the independent negligence of the CONTRACTING AGENCY. If there is a claim of, or liability for, the joint negligent error or omission of the CONTRACTOR and the independent negligence of the CONTRACTING AGENCY, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "CONTRACTOR" and "CONTRACTING AGENCY", as used within this article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "Independent Negligence" is negligence other than in the CONTRACTING AGENCY's selection, administration, monitoring, or controlling of the CONTRACTOR and in approving or accepting the CONTRACTOR's Work.

D1.2 The CONTRACTOR shall exercise that degree of skill, care and judgment commensurate with the professional standards for the services of a similar nature. When such standards are in dispute, they shall be established by a panel of three qualified, impartial professionals objectively selected and appointed by the Appeals Officer.

D1.3 The CONTRACTOR shall correct, through re-performance at its expense, any services which are deficient or defective because of the CONTRACTOR's failure to perform said services in accordance with professional standards, provided the CONTRACTING AGENCY has notified the CONTRACTOR in writing within a reasonable time, not to exceed 60 days, of the discovery of any such deficiency during the performance of the services and within 12 months of the date of final payment under this Agreement.

ARTICLE D2 INSURANCE

D2.1 Without limiting the CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall purchase at its own expense and maintain in force at all times for the duration of this Agreement, plus one year

following the date of final payment, the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the CONTRACTOR's policy contains higher limits, the CONTRACTING AGENCY shall be entitled to coverage to the extent of such higher limits. Certificates of insurance must be furnished to the CONTRACTING AGENCY and incorporated into this Agreement with copies attached to this document. Certificates must provide for the CONTRACTING AGENCY to receive notice of any policy cancellation or reduction per AS 21.36 Sections 210-310. Failure to furnish certificates of insurance or lapse of the policy is a material breach and grounds for termination of the CONTRACTOR's services and may preclude other Agreements between the CONTRACTOR and the CONTRACTING AGENCY.

D2.1.1 Worker's Compensation Insurance: The CONTRACTOR shall provide and maintain, for all employees engaged in work under this Agreement, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal USL&H and Jones Act requirements. The policy(s) must waive subrogation against the State of Alaska.

D2.1.2 Commercial General Liability Insurance: Such policy shall have **minimum** coverage limits of \$300,000 combined single limit per occurrence, covering all business premises and operations used by the Contractor in the performance of services under this agreement. The policy shall be written on an "occurrence" form and shall not be written as a "claims-made" form unless specifically reviewed and agreed to by the CONTRACTING AGENCY.

D2.1.3 Comprehensive Automobile Liability Insurance: Such policy shall have **minimum** coverage of \$300,000 combined single limit per occurrence covering all vehicles used by the Contractor in the performance of services under this agreement.

D2.1.4 Professional Liability (E&O) Insurance: Covering all negligent errors or omissions, and negligent acts, which the CONTRACTOR, Subcontractor or anyone directly or indirectly employed by them, make in the performance of this Agreement which result in financial loss to the State of Alaska. Limits required are per the following schedule:

MINIMUM LIMITS OF E&O INSURANCE

Contract Amount	Combined Single Limit, Per Occurrence & Annual Aggregate
Under \$25,000	As Available
\$25,000 to \$100,000	\$300,000
\$100,000 to \$499,999	\$500,000
\$500,000 to \$999,000	\$1,000,000
\$1,000,000 and over	Negotiable

D2.1.5 Professional Liability Insurance required for this Agreement is \$ 500,000

ARTICLE D3**MODIFICATION OF INSURANCE REQUIREMENTS**

(Article D3 is completed only when some of the standard insurance coverages are not applicable.)

CONTRACTOR RELATED MODIFICATIONS

- D3.1 ☐ **Workers Compensation Insurance** is not required because the CONTRACTOR is an Independent Contractor, Sole Proprietor or Self-Employed Person having no employees in any sense of AS 23.30.045.
- D3.2 ☐ **Comprehensive or Commercial General Liability Insurance** is not required because the general public and clients do not have any business access to a place of business or home office maintained by the CONTRACTOR.
- D3.3 ☐ **Comprehensive Automobile Liability Insurance** is not required because only public transportation, or a rented passenger vehicle with business use insurance, will be used to accomplish requirements of this Agreement.

PROJECT RELATED MODIFICATIONS FOR E&O COVERAGE

When services may apply to fire, life safety or structural aspects and/or wherever the services should safeguard life, limb, health or property, Professional Liability Insurance shall be required.

(E&O Coverage may be waived only if it was specifically not required within the solicitation for proposals.)

- D3.4 ☐ **Professional Liability (E&O) Insurance** is not required because: 1) the CONTRACTING AGENCY's use of the services or Work products obtained from the CONTRACTOR will not result in significant exposure to any third party claims for loss or damage; and 2), the CONTRACTOR services will not apply to any construction, alteration, demolition, repair or direct use of any highway, airport, harbor, building or other structure.
- D3.5 ☐ **Professional Liability (E&O) Insurance** is not required because this Agreement is for one of the following applicable (*checked*) services for which E&O coverage is not needed:
- ☐ Right-of-Way Fee Appraisals
 - ☐ Photogrammetric Mapping Services
 - ☐ Architectural/Engineering review of Construction Bid Documents wherein design responsibility clearly remains with the designer of record.

OTHER BASIS FOR MODIFICATIONS

(Requires written concurrence from Division of Risk Management)

- D3.6 ☐ Attached Exhibit D-1 identifies and provides justification for insurance modifications.

Above *checked* modifications of the insurance requirements specified in Article D2 are hereby approved:

CONTRACTING OFFICER

Signature: _____ Date: _____
 Name: _____
 Title: _____

PROPOSED STATEMENT OF SERVICES APPENDIX B

IRIS Program No: SFHWY00307
Federal Project No: 0003261

Date Prepared: 9/30/2020

Egan Yandukin Intersection Improvements

ARTICLE B1

INDEX

<u>Article</u>	<u>Task #</u>	<u>Subject</u>
B2		Exhibits
B3		Codes, Regulations, Standards, etc.
B4		Administrative Requirements
B5		Project Location and Description
B6		Summary of Contract Services
B7		Management
B8.1		Project Management Plan
B8.2		Pre-Environmental Review
B8.3	(NIC)	Environmental Activities
B9	(NIC)	Environmental Site Characterization
B10	(NIC)	Surveying Services
B11	(NIC)	Geotechnical Investigation
B12	(NIC)	Hydrologic and Hydraulic Design
B13	(NIC)	Traffic and Safety
B14	(NIC)	Bridge Design
B15	(NIC)	Landscape Design
B16	(NIC)	Local Review
B17	1	Design Study Report
B18	(NIC)	Public Involvement
B19	(NIC)	Right-of-Way
B20	(NIC)	Utility Conflicts
B21	3	Plans-In-Hand Review (PIH Review)
B22	4	Plans, Specifications, and Estimate (PS&E)
B23	5	Completion Documentation
B24	(NIC)	Assistance During Bidding
B25	(NIC)	Assistance During Construction

(NIC) is abbreviation for (Not In Contract); the Contracting Agency reserves the right to negotiate and add to this Article by Amendment, however, is under no obligation to do so, and reserves the right to complete the services by any other means.

ARTICLE B2

EXHIBITS

<u>Exhibits</u>	<u>Subject</u>
B2.1	Vicinity Map
B2.2	Highways Standards and Guidelines
B2.3	Improvement Design Concepts
B2.4	Preliminary Project Schedule
B2.5	Right-of-Way Survey (Delivered upon Contractor Selection)
B2.6	Roadway Design QC Checklist

ARTICLE B3

CODES, REGULATIONS, STANDARDS AND PROCEDURES

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

B3.2 Publications. Publications that contain the current highway standards and guidelines are listed in Exhibit B-2.2, during the period of this agreement the listed documents may be added to, deleted or revised.

B3.3 Customary Units. U.S. Customary Units of measurement will be used throughout the development of the project.

ARTICLE B4

ADMINISTRATIVE REQUIREMENTS

B4.1 General. The Contractor will provide services as identified and authorized by sequentially numbered Notices-to-Proceed (NTP). Prior to issuance of an NTP, the Contractor and Contracting Agency will discuss the scope and negotiate a budget for each task within each phase to be authorized based upon the most current information. The Contractor will not perform services or incur billable expenses except as authorized by a NTP.

B4.2 Project Staff. Project Staff will be as indicated in Contractors proposal. Names and Project Responsibilities will be inserted into Statement of Services prior to NTP #1. All services must be performed by or under the direct supervision of the following individuals (replacement of, or addition to, the Project Staff named below will be accomplished only by prior written approval from the Contracting Agency):

<u>Name</u>	<u>Project Responsibilities</u>
-------------	---------------------------------

ENTER NAMES OF CONSTRUCTOR'S &
SUBCONTRACTOR'S KEY STAFF

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

B4.4 Billing Reports. Contractor will track billable hours and expenses by project. The Contractor will provide a report with each monthly billing for months in which services are performed. The report will specifically describe the services and other items **for which the billing is submitted**, and will estimate the percent the services are complete. The report will also include a narrative that identifies and describes significant activities expected to be performed in the next month. Any delayed costs from previous billing periods that are included in the current billing must be clearly explained in the report.

The Contractor shall submit a project aging calendar showing actual past monthly expenditures/billings for the project as well as projected monthly expenditures for the duration of the project.

Assumptions:

- The consultant will submit invoices and progress reports to the Contracting Agency by the 1st of each month.

Deliverables:

- Monthly progress report
- Monthly invoice for each firm
- Monthly project aging calendar

B4.5 Correspondence. All correspondence prepared by the Contractor will bear the Contracting Agency's assigned Project name and numbers (State & Federal).

B4.6 Documents and Reports will be 8 ½" x 11" and submitted to the Contracting Agency for review before final submittal and will be submitted electronically as document files in Microsoft Word 2007 or later software written for IBM compatible personal computers. All final versions of all documents shall be submitted in PDF format on a CD ROM or other approved media. Scanned copies will not be accepted.

B.4.6.1 Copies. When the Contract calls for multiple copies of documents or reports, the copies will be printed on both sides of the paper. However, the cover and pages with approved illustrations, multicolored graphics, or photographs will be printed on one side of the page only. All copies - except for originals - will be bound.

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

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

- a. Name of document or report.
- b. Date.
- c. Indicate whether draft or final.
- d. Project Name.
- e. State and Federal Project Number(s).
- f. Prepared for: Alaska Department of Transportation and Public Facilities.
- g. Prepared by:
- h. Map and/or picture of project area.

B4.7 Contractor Name on Plan Sheets and Documents. No Contractor logos shall be allowed on any electronic or hard copy document produced for the Contracting Agency. The Contractor company name, address, and the engineers contact number shall be included in the box above or below the engineer's seal on each plan sheet. Documents produced for the Contracting Agency shall include the Contractor's company name at the bottom right of the first page, cover sheet or title sheet only. Contractor letterhead shall be allowed only as exhibits in document appendices. The Contractor name shall be in the same font as other lettering on the plan sheet or document, shall be 1/16" or less in height on 11"X17" plan sheets, and shall be in the following format:

PLANS DEVELOPED BY:
COMPANY NAME

B4.8 Plans, Maps, and Plats, including Final stamped drawings, will be submitted with solid black ink on 11" X 17" bond paper in Contracting Agency format. A CD or DVD containing the files for each plan submittal is to be included with each submission. Unless otherwise stated, the format and standards for all drawings will be according to the most current DOT&PF Southcoast Region Highway Design Drafting Manual. The Contractor shall also provide the Contracting Agency with maps in AutoCAD format compatible with currently utilized versions.

**B4.8.1 Right-of-Way Base Maps
(NIC)**

The Contracting Agency reserves the right to negotiate and add to this Article by Amendment, however, is under no obligation to do so, and reserves the right to complete the services by any other means.

B4.8.2 Drafting. All drawings will be submitted as AutoCAD 2010 or later drawings files and plot files. Draft drawing and plot files will be submitted on CD ROM or DVD's. Final drawing and plot files will be submitted on CD ROM. A standard layering scheme

provided by the Contracting Agency will be used. Failure to adhere to this scheme will be cause for rejection.

B4.9 Specifications and Estimates will be submitted with solid black letters that are double spaced on white, 8.5 inch x 11 inch bond or "Xerox Copy" paper. They will be printed on one side of the paper only and will be ready for copying. Estimates will use BIDTAB historical data to build estimates. Specifications and estimates will contain no graphics and no photographs except as specifically approved by the Contracting Agency. A DVD or CD containing the estimate file is to be included with each submission.

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

B4.9.2 Specifications Submittal. All Specifications will also be submitted on CD ROM or DVD's as document files for Microsoft Word 2007 or later software written for IBM compatible personal computers.

B4.10 Proofreading. The Contractor will prepare the report(s), which to the greatest extent possible, free of mathematical, grammar, spelling and typographical errors. The Contractor is responsible for professional proofreading of the report(s) to meet the intent of this requirement.

B4.11 Revisions. The Contractor will modify work products in response to direction from the Contracting Agency. Corrections, adjustments, or modifications necessitated by the review/approval process, but which do not substantially affect the scope, complexity, or character of the services, will be considered a normal part of the Contractor's services.

B4.11.1 Errors and Omissions. Except as described in this Statement of Services, work products will be essentially complete when submitted to the Contracting Agency. Work products having significant errors or omissions will not be accepted until such problems are corrected.

B4.11.2 Review Meetings. Following each review the Contracting Agency will provide written comments and may hold a meeting to discuss the issues. The Contractor's personnel who are in-responsible-charge for the work products under review will attend the meeting and they may be asked to interpret and provide explanations of the content. Meeting minutes are to be prepared by the Contractor within 5 working days of any meeting and distributed to the Contracting Agency to assure clarity of review determinations.

B4.11.3 Roadway Design QC Checklist. The Contractor is to provide QC documentation as presented in the Roadway Design QC Checklist for each contract deliverable included in this contract and distribute it as directed by the DOT&PF Project Manager. Every deliverable and applicable checklist item must have some form of documentation demonstrating the QC was completed. The QC documentation must be submitted at or before each milestone review package distribution. The QC process is incomplete until all QC documentation is delivered and attributed correctly.

B4.11.4 Comment Resolution. The Contractor will provide a written response with subsequent submittals that address all written and oral comments from the Contracting Agency as presented in the Roadway Design QC Checklist. All changes from previous submittals will be clearly explained and resubmitted with the applicable previous checklist.

B4.12 Reproduction and Distribution. When the contract requires only the original or only one copy of a work product to be delivered, the Contracting Agency will reproduce and distribute any other copies required. Items delivered for reproduction will be organized and camera ready for copying and not stapled or otherwise bound.

ARTICLE B5

PROJECT LOCATION AND DESCRIPTION

B5.1 General. The Alaska Department of Transportation and Public Facilities (AKDOT&PF) will set seasonal speed limit reduction on Egan in the vicinity of the E-Y intersection. Improve delineation for both left turns on Egan to improve line of sight and reduce travel distance to clear opposing traffic. Improve delineation for the northbound right turn movement from Egan to make it easier for southbound left turn drivers to determine if opposing traffic is executing the right turn or continuing through the intersection.

B5.2 Funding. Funding for Egan Yandukin Intersection Improvemtns, Project number SFHWY00307, will be FHWA funded.

ARTICLE B6

SUMMARY OF CONTRACT SERVICES

B6.1 General. The Contractor will provide professional services for design development of the project to include any necessary updates of the Preliminary Engineering work, Design Study Report, Utility Conflicts, Project Review Meetings and Submittals, QC Checklist Documentation, Plans, information as necessary for the Specifications and Estimate (PS&E), Completion Documentation, Assistance During Bidding and Assistance During Construction in accordance with the Alaska Highway Preconstruction and Construction Manuals and as described herein. Included are such activities as,

engineering investigations, design studies, utility studies, permitting, preparation final design through PS&E and any investigation, study or analysis required to complete the design study report and PS&E documents.

Not currently included in the professional services are:

- a. Environmental Activities
- b. Environmental Site Characterization
- c. Surveying & mapping
- d. Traffic and Safety
- e. Bridge Design
- f. Landscape Design
- g. ROW mapping
- h. ROW base mapping
- i. Appraisal, negotiation and acquisition of right-of-way

B6.3 Guarantee. There is no guarantee given that the Contractor will be required to provide all of the services detailed in this Statement of Services or that the Contractor will incur all of the costs estimated in Appendix C of the PSA. Likewise, no guarantee is given that the Contractor will perform other services for the project beyond that defined in this contract.

ARTICLE B7 **MANAGEMENT**

Note: This Article will not be treated as a distinct task. Costs associated with the services described in this Article will be apportioned among the tasks required to accomplish the requirements of Articles B8 through B23.

B7.1 Performance Schedule. The Contractor will develop a Critical Path Method Schedule (CPM) according to the Preliminary Project Schedule provided by the Contracting Agency shown in Exhibit B2.4. The preliminary Project Schedule provides overall project milestones and is sequenced in accordance with the Contracting Agency's duration estimates in order to complete the project on time. The schedule shall be developed and maintained by the Contractor, monitored, updated monthly, and if necessary, revised to reflect any changes in project scope, schedule, budget or contract duration as approved by the State. The schedule shall include milestone dates for key activities and include review periods for both the Contractor QA/QC process and review periods to be conducted by the Contracting Agency or other external reviewers.

The Contractor shall develop a six (6) week look-ahead project status schedule for submittal to the Contracting Agency along with project coordination meeting agenda on a bi-weekly basis. This schedule shall be developed using Microsoft Excel, or equivalent, as discussed with the Contracting Agency's project manager. It will include scope

deliverables, meetings, as well as Contractor and Contracting Agency review periods.

The six (6) week look-ahead schedule shall also include fast track items which come up during the project too quickly to be included in the main project schedule. These items include, but are not limited to:

- Community Engagement meetings; and/or
- AKDOT&PF Management Briefing Meetings

Assumptions

- The Contractor will prepare and submit monthly CPM schedule updates for the duration of the project.
- The Contractor will prepare and submit bi-weekly, six (6) week look-ahead schedules for the duration of the project.
- If requested by the Contracting Agency, the Contractor shall supplement all schedules with written explanations for each lead and lag used, and explanations describing production rates and planned resource allocations to support the activity durations provided in the schedule.

Schedules shall display at least the following information: all task items with a deliverable, milestones for interim or stage completion dates, and activities and durations for items which require Contracting Agency Review

Deliverables

- Draft baseline CPM schedule within thirty (30) calendar days of Notice to Proceed.
- Final baseline CPM schedule within fourteen (14) working days of receiving review comments from the Contracting Agency.
- Monthly project schedule updates
- Bi-weekly, six (6) week look-ahead schedules

B7.1.2 Project Coordination Meetings/Reports. The Contractor shall participate in and facilitate bi-weekly Project Coordination Meetings with the Contract Manager for the duration of the project. The intent of these meetings will be to discuss project progress, resolve issues, receive guidance and/or direction from the Contracting Agency. The Contractor will be responsible for providing timely information required for the project related services performed by the functional groups within the Contracting Agency. The Contractor will provide "exception reporting" of scheduled activities that are late, suspended, or significantly accelerated. The Contractor will explain why any activity is off schedule, or likely to become so. The Contractor will also explain what corrective action(s) are being taken. . The Contractor will prepare and submit to the

Contract Manager for these meetings a meeting agenda and the six (6) week look ahead schedule three (3) working days prior to each coordination meeting. The Contractor will keep minutes of all meetings and submit them to the Contract Manager within five work days following each meeting.

Deliverables

- Project coordination meeting agendas (.pdf)
- Project coordination meeting minutes and action items (.pdf)

B7.2 Project Coordination. All coordination and correspondence for the project will be handled through or with the concurrence of the Contract Manager. The Contractor shall coordinate, direct and manage staff and sub consultants throughout the duration of the project. This item shall consist of, but not be limited to:

- Provide a single point of contact (Project Manager) for project related communications with the Contracting Agency.
- Provide continuous monitoring and regular direction to internal staff and sub-consultants to adhere to the scope, schedule, budget, and quality management plan.
- Provide project filing and retention of project documents and electronic files generated for the project consistent with Contracting Agency requirements.

AKDOT&PF expects to work simultaneously with the consultant during the collection of field data. The purpose is to foster close ties with consultant engineers, increase local knowledge of intersection design, and provide exposure to any new technologies used. The consultant will be responsible for all the planning, scheduling, data collection, data analysis, and reporting.

B7.2.1 Contracting Agency Activities. The Contracting Agency's Manager will coordinate the Contractor's activities with those of various functional groups within the Agency. These groups may include Planning; Traffic & Safety; Preliminary Design & Engineering Services.

7.2.2 Agency and Public Coordination. The Contractor will coordinate with appropriate federal (e.g., EPA, USFWS, COE, etc.), state (e.g. DEC, F&G, DNR - SHPO and Parks & Recreation), and local government agencies and the public, including special interest groups and organizations that could be potentially affected by the proposed project. The purpose will be to inform these entities regarding the project and to allow them to identify concerns, suggestions and/or alternative solutions. This will not include negotiating mitigation of potential impacts. The Contractor will not commit the Contracting

Agency to any action to be accomplished by the proposed project. Any commitments to action or mitigation will be made by the Contracting Agency. Public Involvement is further addressed in Article B18.

B7.2.3 Correspondence. The Contractor will submit all written material, letters, survey forms, etc., used to communicate information regarding the project to the Contract Manager for review and acceptance prior to its distribution. Copies of all outgoing and incoming correspondence will be provided to the Contract Manager at least once a week. All outgoing correspondence will include the project title and state and federal project numbers.

B7.2.4 Release of Information. The release of any project-related information must be approved by the Contract Manager.

ARTICLE B8 **PRELIMINARY ENGINEERING THROUGH** **ENVIRONMENTAL DOCUMENT**

B8.1 Project Management Plan (PMP). The Contractor will review the Project Management Plan.

B8.1.1a Project Purpose and Need. This project will help to mitigate the issues at the intersection of Egan Highway, Yandukin Drive and Glacier Highway/Lemon Road by reducing speed in inclement weather, improving lane delineation and reducing uncontrolled lane crossing time. The intersection is the site of 26 reported crashes between 2013 and 2016 two of which resulted in serious injuries. There is only one link between downtown Juneau and the Mendenhall Valley, Egan Drive. When crashes occur it can lead to significant delay to the traveling public.

B8.1.1b Scope. The scope is detailed in section B5.1.

B8.1.1c Schedule. See Exhibit B2.4 for preliminary project schedule. The Contractor will update the preliminary schedule upon completion of the Pre-Environmental Review.

B8.1.1d Funding. The funding sources are described in section B5.2. The authorized construction budget for project SFHWY00307 is approximately \$1,200,000.

B8.1.2 Work Plan. The Contractor will develop design per the Alaska Preconstruction Manual and Section B13.1.

B8.3 – ENVIRONMENTAL DELIVERABLES (NIC)

The Contracting Agency reserves the right to negotiate and add to this Article by Amendment, however, is under no obligation to do so, and reserves the right to complete the services by any other means.

ARTICLE B9

ENVIRONMENTAL SITE CHARACTERIZATION
(NIC)

The Contracting Agency reserves the right to negotiate and add to this Article by Amendment, however, is under no obligation to do so, and reserves the right to complete the services by any other means.

ARTICLE B10
SURVEYING SERVICES
(NIC)

The Contracting Agency reserves the right to negotiate and add to this Article by Amendment, however, is under no obligation to do so, and reserves the right to complete the services by any other means.

ARTICLE B11
GEOTECHNICAL INVESTIGATION
(NIC)

The Contracting Agency reserves the right to negotiate and add to this Article by Amendment, however, is under no obligation to do so, and reserves the right to complete the services by any other means.

ARTICLE B12
HYDROLOGIC AND HYDRAULIC DESIGN
(NIC)

The Contracting Agency reserves the right to negotiate and add to this Article by Amendment, however, is under no obligation to do so, and reserves the right to complete the services by any other means.

ARTICLE B13
TRAFFIC AND SAFETY
(NIC)

The Contracting Agency reserves the right to negotiate and add to this Article by Amendment, however, it is under no obligation to do so, and reserves the right to complete the services by any other means.

ARTICLE B14
BRIDGE DESIGN
(NIC)

The Contracting Agency reserves the right to negotiate and add to this Article by Amendment, however, is under no obligation to do so, and reserves the right to complete the services by any other means.

ARTICLE B15
LANDSCAPE DESIGN
(NIC)

The Contracting Agency reserves the right to negotiate and add to this Article by Amendment, however, it is under no obligation to do so, and reserves the right to complete the services by any other means.

ARTICLE B16
LOCAL REVIEW
(NIC)

The Contracting Agency reserves the right to negotiate and add to this Article by Amendment, however, it is under no obligation to do so, and reserves the right to complete the services by any

other means.

ARTICLE B17
DESIGN STUDY REPORT

B17.1 General. The Contractor will provide a Design Study Report (DSR) that satisfies the requirements of the Alaska Highway Preconstruction Manual. The Contractor will provide engineering services in support of the Environmental Document and all required permitting associated with this project. The draft DSR will be submitted to the Contracting Agency for review and written comments prior to, or with, the Local review assembly. The final DSR will be submitted to the Contracting Agency for review and written comments prior to, or with, the Plans-In-Hand review assembly.

B17.2 Estimates. Construction cost estimates will be consistent with the format used in the sample provided by the Contracting Agency. Pay item numbers, pay item names, and pay units will match those in the Standard Specifications for Highway Construction. For items not listed in the Standard Specifications, the Contractor will obtain the pay item numbers, names, and units from the Agency. The Agency will make its historical records available to the Contractor for the determination of unit prices. Both the preparer and checker will initial and date the estimate.

B17.3 Reviews and Schedule. The PER will be submitted to the Contracting Agency for review and written comments as part of the Local Review documents. The Contractor will address these comments to the satisfaction of the Contracting Agency prior to making the next submittal. The final Design Study Report sealed and signed by the supervising registered Civil Engineer, will be submitted to the Contracting Agency prior to, or with, the Plans-In-Hands review assembly.

B17.4 Approval. The Contractor will address Contracting Agency comments and make corrections until the Agency approves the report. Upon securing approval, the Contractor will make any final corrections and submit originals of the report to the Contract Manager for reproduction as necessary. The Contracting Agency's acceptance of the final Design Study Report for reproduction completes this task.

B17.5 Deliverable Items.

<u>Type of Document</u>	<u>Para</u>	<u>Copies</u>
<u>Originals</u>		
Drafts	B17.1	4
Final	B17.1	4
CD ROM		1

ARTICLE B18
PUBLIC INVOLVEMENT
(NIC)

The Contracting Agency reserves the right to negotiate and add to this Article by Amendment, however, it is under no obligation to do so, and reserves the right to complete the services by any other means.

ARTICLE B19

Right-Of-Way (NIC)

The Contracting Agency reserves the right to negotiate and add to this Article by Amendment, however, is under no obligation to do so, and reserves the right to complete the services by any other means.

ARTICLE B20

UTILITY CONFLICTS (NIC)

The Contracting Agency reserves the right to negotiate and add to this Article by Amendment, however, is under no obligation to do so, and reserves the right to complete the services by any other means.

ARTICLE B21

PLANS-IN-HAND REVIEW (PIH REVIEW)

B21.1 General. The Contractor will provide Plans, Specifications, Cross Sections, and Estimate with sufficient design detail as outlined in Exhibit B2.6. The Contractor will submit the entire assembly to the Contracting Agency's Manager two weeks prior to the field and office reviews. This PIH assembly will present the design that best accommodates the information derived from prior tasks. These documents will be submitted to the Contracting Agency's Manager prior to conducting the Plans-In-Hand Review. The Plans-In-Hand review will consist of a field review followed by an office review. The Contractor will provide meeting minutes of this review to attendees of the review and revise project plans based upon input received in this review as directed by the Contracting Agency's Manager.

B21.1.1 Cross Sections. Each cross section will include the original ground, all information as shown in Exhibit B2.6, and the roadway and station for which it is applicable. The cross sections will be submitted on 11" X 17" sheets and on CDROM.

B21.2 Content and Organization of Plan Set. The plans will contain at least the following sheets, assembled in the order listed, with the specific information required by the Contracting Agency's plan sheet checklist and by Exhibit B2.6.

- A. Title, Legend/Symbols, Sheet Layout Schematic, and Survey Control
- B. Typical Sections
- C. Estimate of Quantities/Table of Estimating Factors
- D. Summary Tables
- E. Miscellaneous Details (Regional and Project Specific)
- F. Plans and Profiles

- G. Approach Plan and Profile (Intersections and Driveways)
- H. Traffic (Signing, Striping, Illumination, and Signalization)
- I. DO NOT USE
- J. Unassigned
- K. DO NOT USE
- L. Landscaping
- M. Retaining Walls
- N. DO NOT USE
- O. DO NOT USE
- P. Erosion Sediment Control Plan (ESCP)
- Q. Unassigned
- R. Right-Of-Way Plans
- S. Construction Phasing
- T. Traffic Control Plans
- U. Utilities
- V. Unassigned
- W. Unassigned
- X. Unassigned
- Y. Unassigned
- Z. Unassigned

Note: Do not use the letters "I" and "O"

B21.3.1 A. Sheets: Title, Legend/Symbols, Sheet Layout Schematic and Survey Control will include the following information:

- a. Project title, Project numbers and description of work
- b. Vicinity map and Project location map.
- c. Plan sheet index.
- d. List of applicable standard drawings.
- e. Project summary table.
- f. Design Designation
- g. Legend

B21.3.2 B. Sheets: Typical Sections. The number of typical sections prepared for roadway segments will be minimized by showing minor changes on other sheets. If applicable for the design alternative selected each typical section will include the following information:

- a. Roadway and stationing for which the typical section applies.
- b. Lane, shoulder, and median widths.
- c. Cross slopes.
- d. Roadway profile grade point.
- e. Roadway features such as curbs and gutters.
- f. Structural sections.
- g. Original ground.
- h. All other data per Exhibit B2.6

B21.3.3 C. Sheets: Estimate of Quantities/Table of Estimating Factors will list each pay item by number and name. For each pay item, the table will give the pay unit, various quantity subtotals, and the total quantity. The pay item number, pay item name, and pay unit will match those given in the specifications and estimate. The estimate will conform to the level of detail given in Exhibit B2.6. The sum of the quantity subtotals will equal the total quantity. The total quantity given for each item will match that given in the estimate.

B21.3.4 D. Sheets: Summary Table(s) will designate the location of project features. Each table will identify the pay item name, pay item number, and bubble number (if any) of the feature being summarized. A plan and profile sheet number will be given to generally locate every entry in the summary tables.

B21.3.5 E. Sheets: Miscellaneous Details (Regional and Project Specific) will show all construction details not shown on other sheets including non-roadway typical sections.

B21.3.6 F. Sheets: Plan and Profile Sheets will show the following and detail as required by Exhibit B2.6:

- a. Roadway names.
- b. North arrow.
- c. Existing roadways and appurtenances.
- d. Existing topographic features.
- e. New construction.
- f. The horizontal and vertical alignment of all roadway centerlines. The horizontal scale will be 1" = 50' (100' half-size) and the vertical scale will be 1" = 5' (10' half-size).
- g. Roadway centerline stations.
- h. All roadway and appurtenant features not shown on other sheets such as medians, curbs & gutters, drainage improvements, pedestrian amenities, utilities, and right-of-way.
- i. Bubbles identifying existing features to be modified.
- j. Road Right-of-Way.
- k. Wetland fill areas.
- l. Historic sites.

B21.3.6.1 Plan View. A plan view will identify the following.

- a. Roadway names.
- b. North arrow.
- c. Roadway centerline and stations.
- d. All signing, striping, illumination, and signalization to be removed.
- e. All existing signing, striping, illumination, and signalization to remain or be relocated.
- f. All new signing, illumination, and signalization.
- g. All new striping, including the location, color, and width.
- h. All new traffic recorders, if any.

B B21.3.6.2 Sign Summary Table. If applicable for the design alternative selected a sign summary table will provide the following information for all new and relocated signs.

- B a.** Page number of the traffic plan view on which the sign is shown.
- b. Sign location.
- c. Sign code, according to the Alaska Sign Design Specifications.
- d. Sign legend.

- e. Sign size, area, direction it faces, post size, thickness, and letter size.
- f. Remarks.

B B21.3.7 G. Sheets: Approach Plan and Profile (Intersections and Driveways), if applicable for the design alternative selected, will locate each driveway by roadway name, roadway centerline station, and right or left of centerline. The width of each driveway will be given and will be identified as serving either commercial or residential property. Approach sheets will show plan, profile, and all necessary cross sections for each new and reconstructed driveway.

B B21.3.8 H. Sheets: Traffic, if applicable for the design alternative selected, will include all the information relating to signing, striping, illumination, signalization, traffic recorders, and conform to information required as per Exhibit B2.6.

B B21.3.9 P. Sheets: Erosion and Sediment Control Plan (ESCP) the Contractor will prepare an ESCP for inclusion in the plans and specifications. This will include proposed and recommended BMP's noted on plan sheets, BMP typicals, an ESCP narrative using the current DOT&PF ESCP template, and conform to information required as per Exhibit B2.6.

B B21.3.10 R. Sheets: Right-of-Way Maps (NIC)

The Contracting Agency reserves the right to negotiate and add to this Article by Amendment, however, is under no obligation to do so, and reserves the right to complete the services by any other means.

B B21.3.11 T. Sheets: Traffic Control Plan will present a method for constructing the project and maintaining both vehicular and pedestrian traffic through the roadway corridor. It will be developed in accordance with the "Alaska Traffic Manual" and information as required by Exhibit B2.6. The Plan will include all proposed work included in the PS&E package and all utility relocation required for the project. A permanent construction signing detail will be included.

B B21.3.11.1 Detours. The Plan will provide alignments, typical sections, signing, and striping for any proposed detours.

B21.3.12 U. Sheets: Utilities will be plotted on the plan sheets using appropriate symbols. This may require researching Ketchikan Borough and Local utilities' as-builts as well as field studies to confirm locations. The Contractor will promptly notify the Contracting Agency whenever the proposed design modifies utility installations, driveways, and/or right-of-way acquisitions. The Contracting Agency must approve of changes in utilities, driveways, or right-of-way involvement before the Contractor proceeds with design.

B21.3.12.1 Storm Drainage Systems, if applicable for the design alternative selected, the plan sheets will provide a clear representation of existing infrastructure and planned improvements to the storm drain system. This may require researching Alaska DOT&PF as-builts as well as field studies to confirm locations and flow line elevations. . The Contractor will analyze the need to improve, extend, repair or install storm drainage infrastructure to provide adequate storm drainage capacity adjacent to or within the affected project area.

B21.4 Specifications. The Contracting Agency will provide a current copy of the Standard Modifications, Statewide Special Provisions and Regional Special Provisions to the Standard Specifications for Highway Construction. If the Project requires materials not listed in the specifications, the Contractor will prepare the required project special provisions for review and concurrence by the Contracting Agency. Performance specifications will be written whenever possible, rather than method specifications. The Standard Modifications and Special Provisions for the PIH assembly will be transmitted to the Contracting Agency printed on standard paper and on CD ROM or DVD's as detailed in Article B4. The standard specifications and drawings of the local utilities will be incorporated if required and where applicable; specific examples include valve boxes and fire hydrants.

B21.4.1 Standard Modifications and Statewide Special Provisions (annotated E numbers and ES numbers) of all the Standard Modifications and Statewide Special Provisions that apply to the project.

B21.4.2 Regional Special Provisions (annotated SES numbers) of the applicable regional special provisions that will apply to the construction contract.

B21.4.3 Project Special Provisions / Proprietary Products. The Contractor will prepare any project specific special provisions. Whenever possible, Performance Specifications rather than Method Specifications will be used. No brand name material will be specified unless three are named, and if "or equivalent" is used, the criteria for judging the equivalence will be specified. No sole source materials will be specified unless a sole source procurement authorization is obtained.

B21.4.4 Contracting Agency Format. The specifications package will be a combination of all the items listed above and will be prepared in the Contracting Agency standard specification format. Specifications will be transmitted to the Contracting Agency printed on standard paper and as electronic media as detailed in Article B4.

B21.5 Estimate. The Contractor will submit an Engineer's Estimate with the Plans-In-Hand review in a format approved in advance by the Contracting Agency and in accordance with Exhibit B2.6. Pay item numbers and names will be as given in the Standard Specifications, Standard Modifications or Special Provisions. The Contractor will obtain pay item numbers for items not listed in the Specifications from the Contracting Agency. The Contractor will provide unit prices and total estimated costs for all specialty items not listed in the Standard Specifications. The Contracting Agency will make its historical records available for the determination of unit prices. Estimates will be signed and dated by both preparer and checker. For review submittals, copies of the Estimate will be included with the Specifications immediately behind the cover page.

B21.6 Confidentiality of Estimate. The Contractor will not release any information pertinent to the Engineer's Estimate, other than to the Contracting Agency, without the express written authorization of the Contracting Agency.

B21.7 Reviews and Schedules. The Contractor will submit to the Contracting Agency the documents listed below under "Deliverable Items." Reviews will be conducted according to Chapter 4 of the Alaska Highway Preconstruction Manual.

B21.7.1 Field Inspection. The Contractor will prepare plan and profile sheets and cross sections for a field inspection. The field inspection will be attended by the Contractor's Project Manager and Contracting Agency personnel.

B21.8 Deliverable Items.

<u>Type of Document</u>	<u>Para</u>	<u>Copies</u>
Plans-In-Hands Plans	B21.2	3
Half Size Sets		
CD ROM	B21.2	1
Plans-In-Hand Specs	B21.4	3
CD ROM	B21.4	1
Plans-In-Hand Cross	B21.1	3
Sections		
CD ROM	B21.1	1
Plans-In-Hand Estimate	B21.5	1
CD ROM	B21.5	1

B21.9 Provided Items. The Contracting Agency will provide the Contractor the following:

- a. Sample Erosion and Sediment Control Plan
- b. Survey Control Sheets, Topographic Survey and TIN for design
- c. Survey for Right of Way
- d. Design Designations including:
 - 1) Annual Average Daily Traffic (AADT)
 - 2) Directional Distribution (D)
 - 3) Percentage of Trucks (T)
 - 4) Equivalent Axle Loads (EAL's)

- 5) Design Speed (V)
- 6) Design Hourly Volume (DHV)

ARTICLE B22
PLANS, SPECIFICATIONS, AND ESTIMATE
(PS&E)

B22.1 General. The Contractor will provide a Plans, Specifications, Cross Sections, and Estimate (PS&E) assembly suitable for project bidding and construction and detail as outlined in Exhibit B2.6. The Contractor will submit the entire assembly to the Contracting Agency's Manager two weeks prior to the review. The PS&E assembly will present the design that best accommodates the information derived from prior tasks. This task will be complete when the Contracting Agency accepts the **Final PS&E** assembly and receives Authority-to-Advertise.

B22.1.1 Cross Sections. Each cross section will include the original ground, all information as shown in Exhibit B2.6, and the roadway and station for which it is applicable. The cross sections will be submitted on 11" X 17" sheets and on CDROM.

B22.2 Design Plan Sheets. Each sheet will have a title block and be sealed by a Professional Civil Engineer, Electrical Engineer or Land Surveyor, as appropriate, currently registered in the State of Alaska who is responsible for the work. All seals will remain unsigned until the Final PS&E assembly submittal when all seals will be signed and dated.

B22.3 Content and Organization of Plan Set. The plans will contain at least the following sheets, assembled in the order listed, with the specific information required by the Contracting Agency's plan sheet checklist and in compliance with Exhibit B2.6:

- A. Title, Legend/Symbols, Sheet Layout Schematic, and Survey Control
- B. Typical Sections
- C. Estimate of Quantities/Table of Estimating Factors
- D. Summary Tables
- E. Miscellaneous Details (Regional and Project Specific)
- F. Plans and Profiles
- G. Approach Plan and Profile (Intersections and Driveways)
- H. Traffic (Signing, Striping, Illumination, and Signalization)
- I. DO NOT USE
- J. Unassigned
- K. DO NOT USE
- L. Landscaping
- M. Retaining Walls
- N. DO NOT USE
- O. DO NOT USE
- P. Erosion Sediment Control Plan (ESCP)
- Q. Unassigned
- R. Right-Of-Way Plans

- S. Construction Phasing
- T. Traffic Control Plans
- U. Utilities
- V. Unassigned
- W. Unassigned
- X. Unassigned
- Y. Unassigned
- Z. Unassigned

Note: Do not use the letters "I" and "O"

B22.3.1 A. Sheets: Title, Legend/Symbols, Sheet Layout Schematic and Survey Control will include the following information:

- a. Project title, Project numbers and description of work
- b. Vicinity map and Project location map.
- c. Plan sheet index.
- d. List of applicable standard drawings.
- e. Project summary table.
- f. Design Designation
- g. Legend

B22.3.2 B. Sheets: Typical Sections. The number of typical sections prepared for roadway segments will be minimized by showing minor changes on other sheets. If applicable for the design alternative selected, each typical section will include the following information and in conformance with Exhibit B2.6:

- a. Roadway and stationing for which the typical section applies.
- b. Lane, shoulder, and median widths.
- c. Cross slopes.
- d. Roadway profile grade point.
- e. Roadway features such as curbs and gutters.
- f. Structural sections.
- e. Original ground.

B22.3.3 C. Sheets: Estimate of Quantities/Table of Estimating Factors will list each pay item by number and name. For each pay item, the table will give the pay unit, various quantity subtotals, and the total quantity. The pay item number, pay item name, and pay unit will match those given in the specifications and estimate. The sum of the quantity subtotals will equal the total quantity. The total quantity given for each item will match that given in the estimate.

B22.3.4 D. Sheets: Summary Table(s) will designate the location of project features. Each table will identify the pay item name, pay item number, and bubble number (if any) of the feature being summarized. A plan and profile sheet number will be given to generally locate every entry in the summary tables.

B22.3.5 E. Sheets: Miscellaneous Details (Regional and Project Specific) will show all construction details not shown on other sheets including non-roadway typical sections.

B22.3.6 F. Sheets: Plan and Profile Sheets will show the following and also detail as described in Exhibit B2.6:

- a. **B** Roadway names.
- b. North arrow.
- c. Existing roadways and appurtenances.
- d. Existing topographic features.
- e. New Construction.
- f. The horizontal and vertical alignment of all roadway centerlines. The horizontal scale will be 1" = 50' (100' half-size) and the vertical scale will be 1" = 5' (10' half-size).
- g. Roadway centerline stations.
- h. All roadway and appurtenant features not shown on other sheets such as medians, curbs & gutters, drainage improvements, pedestrian amenities, utilities, and right-of-way.
- i. Bubbles identifying existing features to be modified.
- j. Road Right-of-Way.
- k. Wetland fill areas.
- l. Historic Sites.

B22.3.6.1 A plan view will identify the following.

- B** a. Roadway names.
- b. North arrow.
- c. Roadway centerline and stations.
- d. All signing, striping, illumination, and signalization to be removed.
- e. All existing signing, striping, illumination, and signalization to remain or be relocated.
- f. All new signing, illumination, and signalization.
- g. All new striping, including the location, color, and width.
- h. All new traffic recorders, if any.

B22.3.6.2 A sign summary table will provide the following information for all new and relocated signs.

- B** a. Page number of the traffic plan view on which the sign is shown.
- b. Sign location.
- c. Sign code, according to the Alaska Sign Design Specifications.
- d. Sign legend.
- e. Sign size, area, direction it faces, post size, thickness, and letter size.
- f. Remarks.

B22.3.7 G. Sheets: Approach Plan and Profile (Intersections and Driveways), if applicable for the design alternative selected, will locate each driveway by roadway name, roadway centerline station, and right or left of centerline. The width of each driveway will be given and will be identified as serving either commercial or residential property. Approach sheets will show plan, profile, and all necessary cross sections for each new and reconstructed driveway.

B22.3.8 H. Sheets: Traffic, if applicable for the design alternative selected, will include all the

information relating to signing, striping, illumination, signalization, and traffic recorders and information as shown in Exhibit B2.6.

B22.3.9 P. Sheets: Erosion and Sediment Control Plan (ESCP) the Contractor will prepare an ESCP for inclusion in the plans and specifications. This will include proposed and recommended BMP's noted on plan sheets, BMP typicals, an ESCP narrative using the current DOT&PF ESCP template, and conform to information required as per Exhibit B2.6.

B22.3.10 R. Sheets: Right-of-Way Maps (NIC)

The Contracting Agency reserves the right to negotiate and add to this Article by Amendment, however, is under no obligation to do so, and reserves the right to complete the services by any other means.

B22.3.11 T. Sheets: Traffic Control Plan will present a method for constructing the project and maintaining both vehicular and pedestrian traffic through the roadway corridor. It will be developed in accordance with the "Alaska Traffic Manual." The Plan will include all proposed work included in the PS&E package and all utility relocation required for the project. A permanent construction signing detail will be included.

B22.3.11.1 Detours. The Plan will provide alignments, typical sections, signing, and striping for any proposed detours.

B22.3.12 U. Sheets: Utilities will be plotted on the plan sheets using appropriate symbols. This may require researching Ketchikan Borough and Local utilities' as-builts as well as field studies to confirm locations. The Contractor will promptly notify the Contracting Agency whenever the proposed design modifies utility installations, driveways, and/or right-of-way acquisitions. The Contracting Agency must approve of changes in utilities, driveways, or right-of-way involvement before the Contractor proceeds with design. .

B22.3.12.1 Storm Drainage Systems, if applicable for the design alternative selected, the plan sheets will provide a clear representation of existing infrastructure and planned improvements to the storm drain system. This may require researching Alaska DOT&PF as-builts as well as field studies to confirm locations and flow line elevations. The Contractor will analyze the need to improve, extend, repair or install storm drainage infrastructure to provide adequate storm drainage capacity adjacent to or within the affected project area.

B22.4 Specifications. The Contracting Agency will provide a current copy of the Standard Modifications, Statewide Special Provisions and Regional Special Provisions to the Standard Specifications for Highway Construction. If the Project requires materials not listed in the

specifications, the Contractor will prepare the required project special provisions for review and concurrence by the Contracting Agency. Performance specifications will be written whenever possible, rather than method specifications. The Standard Modifications and Special Provisions for the PS&E assemblies will be combined by the Contractor with the Special Provisions for the PS&E assemblies and transmitted to the Contracting Agency as detailed in Article B4. The cover page will be sealed and signed by the Contractor's professional engineer, currently registered in the State of Alaska, who will be responsible for the services contained therein. The standard specifications and drawings of the local utilities will be incorporated if required and where applicable; specific examples include valve boxes and fire hydrants. The Contractor will provide contract specifications for review at the Pre PS&E submittal and will provide a completed set for the Final PS&E submittal.

B22.4.2.4 Material Certification List. The Contractor will prepare a Material Certification List and annotate applicable personnel responsible for acceptance.

B22.4.2.5 Erosion and Sediment Control Plan (ESCP narrative). The Contractor will prepare an ESCP narrative using a template provided by the contracting agency.

B22.4.3 Contracting Agency Format. The specifications package will be a combination of all the items listed above and will be prepared in the Contracting Agency standard specification format. Specifications will be transmitted to the Contracting Agency printed on standard paper and as electronic media as detailed in Article B4.

B22.5 Estimate. The Contractor will submit an Engineer's Estimate with the Pre-PS&E review in a format approved in advance by the Contracting Agency and in accordance with Exhibit B2.6. Pay item numbers and names will be as given in the Standard Specifications, Standard Modifications or Special Provisions. The Contractor will obtain pay item numbers for items not listed in the Specifications from the Contracting Agency. The Contractor will provide unit prices and total estimated costs for all specialty items not listed in the Standard Specifications. The Contracting Agency will make its historical records available for the determination of unit prices. Estimates will be signed and dated by both preparer and checker. For review submittals, copies of the Estimate will be included with the Specifications immediately behind the cover page.

B22.6 Confidentiality of Estimate. The Contractor will not release any information pertinent to the Engineer's Estimate, other than to the Contracting Agency, without the express written authorization of the Contracting Agency.

B22.7 Reviews and Schedules. The Contractor will submit to the Contracting Agency the

documents listed below under "Deliverable Items." Contracting Agency will be allowed four weeks for the return of written comments for the Pre-PS&E review assembly. The Contractor will address these comments to the satisfaction of the Contracting Agency prior to submission of the Final PS&E Assembly. Reviews will be conducted according to Chapter 4 of the Alaska Highway Preconstruction Manual.

B22.8 Pre-PS&E Review. This assembly will consist of complete plans, cross sections, specifications, and engineer's estimate plus the following:

- a. A recommended number of calendar days for the construction contract or a recommended construction contract completion date.
- b. A brief report of significant changes made to the assembly after the Plans-In-Hands Review meeting that was not discussed at that meeting.
- c. A brief (one or two sentence description) of the work required to construct this project.
- d. A half-size black line paper plan set in the numbers stated in the list of Deliverable Items.
- e. Specifications, including the Special Notice to Bidders.
- f. Engineer's estimate.
- g. All information as required by Exhibit B2.6.
- h. The Plans-In-Hand letter from the Contractor to the Contracting Agency that lists all the comments made on the Plans-In-Hands Review assembly and a response to each.
- i. A technical memo describing all non-standard design features and the reason(s) for them.

B22.9 Final PS&E Assembly. This assembly will consist of complete, sealed and signed, Plans, Specifications and Engineer's Estimate plus the following (Documents that include inadequate responses to previous comments and documents with errors or omissions will not be accepted until such problems are corrected):

- a. A recommended number of weeks to advertise for construction bids.
- b. A brief one or two sentence description of the work required to construct this project.
- c. A brief report of significant changes made to the assembly after the Pre-PS&E Review meeting but which were not discussed at that meeting.
- d. The original of all development documents as presented in Article B21.
- e. A full-size plan set on black line paper plus the number of half-size sets stated in the list of Deliverable Items.
- f. Specifications, including the Special Notice to Bidders.
- g. Engineer's Estimate.
- h. Cross Sections
- i. Completed checklist for each plan sheet on the forms provided by the Contracting Agency.
- j. All information as shown required in Exhibit B2.6.

- k. A letter from the Contractor to the Contracting Agency that lists all the comments made on the Pre-PS&E review assembly and a response to each.
- l. Letter describing any unusual features and the reason(s) for them.

B22.8 Deliverable Items.

<u>Type of Document</u>	<u>Para</u>	<u>Copies</u>
<u>Originals</u>		
Pre-PS&E Review Assembly	B22.8	1
CD ROM	B22.8	1
Final PS&E Assembly	B22.9	1
Half Size Sets	B22.9	5
CD ROM	B22.9	1
Letter describing unusual Features	B22.9	1

B22.9 Provided Items. The Contracting Agency will provide the following:

- e. Sample Erosion and Sediment Control Plan
- f. Survey Control Sheets and TIN for design
- g. Survey for Right of Way
- h. Design Designations including:
 - 7) Annual Average Daily Traffic (AADT)
 - 8) Directional Distribution (D)
 - 9) Percentage of Trucks (T)
 - 10) Equivalent Axle Loads (EAL's)
 - 11) Design Speed (V)
 - 12) Design Hourly Volume (DHV)

ARTICLE B23

COMPLETION DOCUMENTATION

B23.1 Development Documents. The original of all documents prepared by the Contractor during project development will be submitted on completion of the final PS&E review. These documents include all notes, sketches, maps, photographs, survey data, computations (cost computations will be under separate cover), cross sections, and other materials created to develop, record, or justify services provided for the project. These documents will identify all assumptions made. The Contractor will

keep a copy of all the development documents until construction is complete.

B23.2 Pay Items. Documents created to determine pay item quantities will contain sufficient information to allow the quantity for each pay item to be checked by starting from the source document. These Documents will be referenced to the applicable pay item.

B23.3 Binders. Documents will be submitted in loose leaf three ring binders. The binders will be labeled on the spine with the project name, "Completion Documents", and the binder number. The front of the binders will also be labeled with this information as well as the State project number and a brief description of what documents are contained in the binder. The binders will have dividers that sort the contents by pay item number, report, or other logical category. The binders will be numbered and the first binder will include a table of contents. Services done on a computer will be submitted on standard paper and CD ROM as detailed in Article B4.

ARTICLE 24

ASSISTANCE DURING BIDDING

(NIC)

The Contracting Agency reserves the right to negotiate and add to this Article by Amendment, however, is under no obligation to do so, and reserves the right to complete the services by any other means.

ARTICLE B25

ASSISTANCE DURING CONSTRUCTION

(NIC)

The Contracting Agency reserves the right to negotiate and add to this Article by Amendment, however, is under no obligation to do so, and reserves the right to complete the services by any other means.