



# Alaska Department of Transportation & Public Facilities REQUEST FOR PROPOSALS PACKAGE

(Procurement per Article 3 of AS 36.30)

PART

A

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### 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 .....: **25223008**  
Project Numbers-State/Federal.....: **SFHWHY00196 / 0902045**  
Project Site (City, Village, etc.).....: **Ketchikan**  
Project Title & Contract Description .....: **KTN: Tongass Ave. & Water St. Viaducts- Design Services**

**Provide design services through the Final Plans, Specifications, and Estimates stage of development for substructure improvements associated with structures 997 and 797 and rehabilitation improvements for Tongass Avenue, located in Ketchikan, AK as outlined in the Statement of Services.**

## SCHEDULE & PAYMENT

Anticipated period for performance-Begin/End: January 1, 2022 to December 31, 2024

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: **December 09, 2021**

PREVAILING TIME: **4:00 PM**

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

ATTN: Jeff Jenkins  
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](mailto: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: **Twelve (12)**. 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: **One (1)**
- [ ] 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: 10

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: 15

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. Structural Engineer (expertise specific to Cathodic Protection and bridge structures)
4. Utility Relocation and Design (expertise specific to project)
5. Traffic Engineer (expertise specific to traffic control plans and delay computations)

\*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: 10

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. Delivery of Projects****8. Weight: 15**

Both projects are intended to be completed on an aggressive delivery timeline. Discuss in detail how you will apply your resources to meet the schedule.

**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**.

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

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

# Alaska Department of Transportation & Public Facilities PROPOSAL FORM

PART

D

**THIS FORM MUST BE THE FIRST PAGE OF PROPOSAL.** Attach criteria responses as explained in Part B - Submittal Checklist. No transmittal letter or cover sheet will be used.

## PROJECT

Project Numbers-State/Federal.....: **SFWY00196/0902045**  
Project Title .....: **KTN: Tongass Ave. & Water St. Viaducts- Design Services**  
RFP No. ....: **25223008**

## OFFEROR (CONTRACTOR)

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) .....

## ALASKA STATUTORY PREFERENCES (IF NO FEDERAL FUNDING)

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

## PROPOSED SUBCONTRACTOR(S)

<u>Service, Equipment, etc.</u>	<u>Subcontractor &amp; Office Location</u>	<u>AK Business License No.</u>	<u>DOT&amp;PF DBE Certification No.</u>
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## CERTIFICATIONS

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.

Signature ..... : \_\_\_\_\_  
Name ..... : \_\_\_\_\_ Date: \_\_\_\_\_  
Title..... : \_\_\_\_\_ Telephone (voice): \_\_\_\_\_  
\_\_\_\_\_ (fax): \_\_\_\_\_  
\_\_\_\_\_ Email Address: \_\_\_\_\_

## **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.

Dated: \_\_\_\_\_, 20\_\_, at \_\_\_\_\_, Alaska.

STATE OF ALASKA )  
 ) ss.  
 JUDICIAL DISTRICT )

IN WITNESS WHEREOF, I have placed my signature and affixed my official seal.

*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: SFHWY00196  
Federal Project No: 0902045  
Date Prepared: November 17, 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 \$1,000,000

**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: \_\_\_\_\_

# STATEMENT OF SERVICES

## APPENDIX B

RFP No. 25223008

### KTN Tongass Avenue and Water Street Viaducts

Iris Program No. SFHWY00196

Date: 11/11/2021

#### ARTICLE B1 INDEX

(NIC) is an 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.

<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	Task 1	Project Management Plan
B9	Task 2	Environmental Support
B10	Task 3	Surveying
B11	Task 4	Geotechnical Investigation
B12	Task 5	Hydrologic and Hydraulic Design
B13	Task 6	Traffic and Safety
B14	Task 7	Bridge Design
B15		Landscape Design
B16	Task 8	Design Study Report
B17	Task 9	Public Involvement
B18	Task 10	Right-of-Way
B19	Task 11	Utility Conflicts
B20	Task 12	Pre-Environmental Review (25% Plans)
B21	Task 13	Local Review (50% Plans)
B22	Task 14	Plans-In-Hand (PIH) Review (75% Plans)
B23	Task 15	Pre-Plans, Specifications, and Estimate and Final Plans, Specifications and Estimate
B24	Task 16	Completion Documentation
B25	Task 17	Assistance during Bidding
B26	Task 18	Assistance during Construction

#### ARTICLE B2 EXHIBITS

<u>Exhibits</u>	<u>Subject</u>
-----------------	----------------

B1	Alaska Construction Surveying Manual
B2	Highway Standards and Guidelines
B4	Highway Design Checklist
B20	Ketchikan Viaduct Structures Existing Summary of Work
B21	Project Location
B22	Routine Inspection Report Bridge 797

- B23 Routine Inspection Report Bridge 997
- B24 Ground Penetration Radar Interpretation Memo
- B25 Corrosion Report Bridges 797 and 997
- B26 Inspection Report Tunnel 1130
- B27 SR Pre-Environmental Review (PER) Review Guidance

## **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 and Exhibit B2. 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.

## **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 shall not perform services or incur billable expenses except as authorized by a NTP.

### **B4.2 Project Staff**

Project Staff will be as indicated in the Contractor's 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 shall be accomplished only by prior written approval from the Contracting Agency):

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

<u>Project Responsibilities</u>	<u>Name</u>
Contract Manager	
Project Manager	
Engineer of Record	
Hydrologic & Hydraulic Design	
Geotechnical Services	
Surveying Services	

### **B4.3 Contractor Name on Plan Sheets and Documents**

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

PLANS DEVELOPED BY:  
COMPANY NAME

#### **B4.4 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.

#### **B4.5 Billing Reports**

The CONTRACTOR shall prepare and submit an invoice and progress report monthly. The invoice and progress report shall include, but is not limited to:

- A narrative that identifies and describes significant activities performed in the previous month;
- A narrative that identifies and describes significant activities expected to be performed in the next month;
- Identification of deliverables completed during the reporting period, accomplishments, milestones, significant meetings and current open issues relating to the work;
- Identification of any issues that may impact scope, schedule or budget;
- A Project aging calendar showing actual past monthly expenditures/billings as well as expected monthly expenditures for the duration of the design services.
- An Earned Value Report for each work element for each firm on the CONTRACTOR team

##### **Assumptions:**

- The contracted period of project performance is expected to span a period of time of approximately twenty-four months.
- The CONTRACTOR will submit invoices and progress reports to the DOT&PF by the 10<sup>th</sup> of each month (or the first business day following the 10<sup>th</sup> of the month).
- The CONTRACTOR will submit one (1) hard copy and one (1) electronic copy of the above-mentioned documentation, including all sub-CONTRACTOR invoices and supporting documentation.

##### **Deliverables:**

- Monthly progress report
- Monthly invoice for each firm
- Monthly project aging calendar
- Monthly Earned Value Report for each firm

#### **B4.6 Correspondence**

All correspondence, prepared by the Contractor will bear the Contracting Agency's assigned Project Name and Numbers (State & Federal). All email shall bear the subject line:

00196 – KTN Tongass Avenue and Water Street Viaduct

#### **B4.7 Documents and Reports**

All Documents and Reports shall be submitted by email in PDF format to the DOT&PF Project Manager:

##### **B4.7.1 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: KTN Tongass Avenue and Water Street Viaduct
- e. State and Federal Project Number(s). SFHWY00196, Federal Project number: 0902045
- f. Prepared for: Alaska Department of Transportation and Public Facilities.
- g. Prepared by:

- h. Map and/or picture of project area.

#### **B4.8 Plans, Maps, and Plats**

*Plans, Maps and Plats* shall be submitted in electronic format to the DOT&PF Project Manager.

##### **B4.8.1 Drafting**

All drawings will be submitted as AutoCAD 2019 or later drawing files and PDF plot files. Draft drawing and plot files will be submitted digitally. DOT&PF will provide .ctb files:

National Standard (full size).ctb

National Standard (half size).ctb

#### **B4.9 Specifications and Estimates**

*Specifications and Estimates* will be submitted digitally in PDF and Word format. The Contractor shall develop the Estimate for this project using the Department of Transportation & Public Facilities AASHTOWare. Access to the program and instructional documentation for the software will be provided to the Contractor. Specifications and estimates will contain no graphics and no photographs except as specifically approved by the Contracting Agency.

##### **B4.10 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.

##### **B4.11.3 Comment Resolution**

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

### **ARTICLE B5 - PROJECT LOCATION AND DESCRIPTION**

#### **B5.1 Location**

Ketchikan is a community located on Revillagigedo Island in Southeast Alaska. A population of approximately 8,050 lives within the City limits and a population of 13,500 lives within the limits of the Ketchikan Gateway Borough. The Tongass Avenue and Water Street Trestles (Br. 997 and 797 respectively) form part of the Tongass Highway and is the main thorough fare through Ketchikan.

The community is accessible only by plane and ferry.

#### **B5.3 Project Description**

##### **B5.3.1 Project Scope**

This Contract is to provide design services for Tongass avenue located within the city of Ketchikan, Alaska. The Contractor is to provide design services through the Final Plans, Specifications and Estimates stage of development for substructure improvements associated with structures No. 997 and 797 which are to be obligated for construction in the 2023 fiscal year, and rehabilitation improvements for Tongass Avenue in the same location which shall follow in a



later construction year. The Contractor is to develop both projects final design submittals concurrently.

Substructure design services for structures No. 997 and 797 is to consist of topographic survey for surfaces below Tongass Avenue, corrosion repairs and cathodic protection of the existing structures, slope evaluation and protection improvements, removal/abandonment of the buried bridge structure between structures 997 and 797, and utility relocation design coordination.

The Contractor shall also provide a full PS&E suitable design package for the rehabilitation of existing pavement surfaces, ADA compliant sidewalk and curb ramp design, evaluation and replacement of existing drainage facilities, replacement of existing signage, utility relocation coordination, and construction traffic control evaluation.

The first NTP authorization for the project will consist of refining both the substructure and street-side improvement project scopes and estimates through field visits, PMP development, and pre-environmental review(s). Subsequent NTP(s) will authorize further development of each project which will bring the project(s) through the final Plans, Specifications, and Estimate (PS&E) stage of development for construction delivery.

### **B5.3.2 Work Completed to Date**

- Corrosion Study on the viaducts.
- Geophysical study to determine the limits water street viaduct.
- Topographical survey minus what is underneath the viaducts.
- Bridge Condition surveys.
- Tunnel Condition survey
- A findings letter was submitted to SHPO in support of geotechnical explorations within the project limits

### **B5.3.3 Current Project Description**

**Bridge Improvements.** An existing summary of bridge structure improvement is shown in Exhibit b20. Due to the delay in the inspection and review of the items shown on this summary, it is to be reviewed with the Contracting Agency Project Manager and Department Bridge section staff prior to the 25% review.

- Rehabilitate the existing cathodic protection system for the portions of both Tongass Avenue Viaduct (Bridge No. 997) and Water Street Viaduct (Bridge No. 797).
- Perform structural repairs as needed to rehabilitate substructure components to both Tongass Avenue Viaduct (Bridge No. 997) and Water Street Viaduct (Bridge No. 797).
- Install a new Cathodic protection system to portions of both Tongass Avenue Viaduct (Bridge No. 997) and of the Water Street viaduct (Bridge No. 797) which may include but not limited to the installation of a spray zinc coating of the bridge soffit, an active cathodic protection system, and sacrificial zinc anodes.
- Construct retaining structures at various locations under the viaducts so that portions of the existing structures can be decommissioned and abandoned in place or shored to prevent lateral soil loading to bridge piles.
- Replace corroded Bridge Bearings.
- Replace Expansion Joints.
- Abandon the buried bridge structure between the two Viaducts by either removing the superstructure in its entirety, filling the void between the structure and ground, or other means as determined by the Contractor.

### **Roadway Improvements**

- Rehabilitate roadway / bridge surface as needed
- Improve roadway drainage and culvert system as needed
- ADA improvements to existing curb ramps and sidewalk
- Replace existing roadway signage
- Tunnel evaluation / improvements

Note: The scope of work for roadway improvements is to be evaluated and expanded as need by Department and Contractor staff prior to the completion of Pre-Environmental Review (PER) review. See Exhibit B27 for the requirements of this review.

## **B5.4 Funding**

Currently, \$11.5 M in funding is available for construction in FFY2023 as shown the Alaska Statewide Transportation Improvement Program (STIP).

## **B5.5 Schedule**

The current Alaska Statewide Transportation Improvement Program (STIP) has programmed the project for the substructure improvements in Federal Fiscal Year (FFY) 2023. The highway improvements project is to follow at a yet to be determined date.

**B5.6 Review Meetings and Comment Resolution.** The Contractor shall host the PER and the Contracting Agency will host review meetings to discuss the Plans-In-Hand (PIH) and PS&E review comments. Refer to article B20.1 for requirements of the PER review. The Contractor shall attend these review meetings (PIH and PS&E) and document the discussions. These discussions are to include items regarding the plans, specifications, estimate, and any other topics that develop project consensus or have action needed. The list of plan reviews to follow this procedure are as follows:

- 1) Pre-Environmental Review
- 2) Local Review
- 3) Plans-In-Hand (PIH) Review
- 4) Preliminary Plans, Specifications, and Estimate (PS&E) Review
- 5) Final Plans, Specifications, and Estimate (PS&E) (Pre-PS&E review log and finalized updates)

### **Assumptions:**

- Each meeting at this time is to be assumed that it will be attended in-person.
- Each portion of work for the two projects, substructure and roadway improvements, will have separate reviews.
- The Contracting Agency will provide the Contractor a list of Agency compiled comments two days before the review meeting. The Contractor shall provide preliminary responses to the comments before the review meeting to facilitate a faster review. The Contractor shall go over each review comment that they do not intend to incorporate into the plans or specifications as written.
- The Contracting Agency shall provide an excel spreadsheet log template to the Contractor for the purpose of documenting review meeting comments. The Contractor shall include written comments received prior to the review and comments received at the review. The Contractor shall fill in their initial responses as stated in the review meeting.
- The Contractor shall submit to the Contracting Agency the complete spreadsheet log of plans, specifications, and estimate comments for each project review submittal within five (5) working days of the completed review. These shall contain the initial responses to the review comments as revised as a result of the meeting. The subsequent project review submittal shall include the finalized version of this spreadsheet log and clearly document how the comments received from the previous review submittal were addressed in the current review's submittal package. For example: a review comment recommends a different layout for a design element. The initial Contractor response is "we will take a look at that". The final response is "we were able to make some adjustments, but not completely what was requested (details provided)"
- The Contracting Agency shall provide a completed review of the Contractor's review summary documentation within ten (10) working days of receipt of the draft comment log. The Contractor will promptly revise any draft issues or responses according to Contracting Agency requests.
- The Project Manager may elect to conduct a separate adjudication meeting to address significant comments received during the review. Attend the adjudication meeting and provide written responses to all comments received.

### **Deliverables:**

- Finalized spreadsheet excel file log of the prior project review submittal that lists each comment that was received for a plan, specification, or bid estimate item and how it has been addressed in the current submittal. If the comment has not been addressed the Contractor shall provide a brief explanation.
- Draft spreadsheet log of all review comments and action items for the project plans, specifications, estimate, and items discussed at each review.

## **ARTICLE B6 - SUMMARY OF CONTRACT SERVICES**

### **B6.1 General**

The Contractor will provide professional services for design development of the substructure final design and street side final design package. This includes:

- Project Management Plan
- Project 3R Analysis
- Preliminary Engineering Design including Bridge Design / cathodic protection in support of completing an Environmental Document,
- Supplemental Topographical and Right-of-Way base map survey.
- Geotechnical investigation as necessary in support of decommissioning portions of the existing viaducts, retaining walls, and other tbd identified substructure improvements.
- Hydrologic and Hydraulic Design
- Utility Design & Coordination / Utility Conflict Report
- Design Study Report
- Environmental PQI services for compliance with Section of 106 of the National Historic Preservation Act
- Environmental permitting support
- Pre-Environmental Review
- Local Review
- Plans-in-Hand Review
- Plans, Specifications and Estimate (PS&E) Review
- Final Plans, Specifications and Estimate (PS&E)
- Completion Documentation
- Design Assistance During Bidding
- Design Assistance During Construction
- Project Survey and ROW Design and Parcelization

Not included in the professional services Environmental Support. DOT&PF will develop the Environmental Document with support from the Contractor.

### **B6.2 Cost Effective Design**

The Contractor will evaluate alternatives for each major design element to determine the most cost effective design. Conclusions will state the recommended alternative and the reasons why it is recommended. The Contractor shall finalize these recommendations with Department decision making upon completion of the Pre-Environmental review process of review and updates.

- a. Right-of-Way requirements
- b. Utilities
- c. Environmental concerns, including hazardous substances
- d. The traveling public, both during and after construction
- e. Design Schedule
- f. Design, construction, and maintenance budgets
- g. Other issues as appropriate.

### **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**

### **B7.1 Project Initiation and Kickoff**

The CONTRACTOR shall conduct a meeting the Department project team to share project data regarding structure treatments and replacements, discuss data gaps, and develop a draft work plan and schedule.

The CONTRACTOR shall set up the project files, any sub-CONTRACTOR agreements, and set up the project invoicing requirements including monthly status report template.

The CONTRACTOR shall schedule and lead a one-day virtual kickoff meeting with SR DOT&PF staff and schedule a project site visit to outline the project objectives, roles and responsibilities, critical success factors, public involvement plan, schedule and work plan activities. Key team members shall participate in person or via teleconference. Up to four (4) Contractor staff are approved to attend the site visit. The Contracting Agency shall provide necessary staff to participate. This one day event shall include joint work sessions with DOT&PF planning, environmental, traffic and engineering staff to voice their vision, identify project challenges and opportunities, and share existing data. DOT&PF will invite Statewide Environmental Office to participate. The CONTRACTOR shall draft an agenda, facilitate the office and field meetings, take meeting minutes, and distribute them to the DOT project team for comment and finalization.

Deliverables:

- The CONTRACTOR will deliver site visit notes within five days of the site visit

## **B7.1 Performance Schedule**

### **B7.1.1 Scheduling**

The Contractor will develop a Critical Path Method Schedule (CPM) for construction obligation delivery of the substructure work in July 2023. The Department shall provide a project schedule that provides necessary AKDOT&PF project milestones and is sequenced in accordance with the Contracting Agency's duration estimates. The Contractor shall update this schedule and provide monthly schedule updates for overall project delivery, and advise the Department of any risk items that develop.

Assumptions:

- The anticipated timeline of development for the contracted work for project 1 (substructure and cathodization improvements) is assumed to be 18-24 months. The second phase of the project which includes street side rehabilitation improvements schedule will be finalized at a later date. Due to the potential overlap of the two projects, they are to be developed concurrently.
- Up to two review cycles of the schedule will be completed by the Contracting Agency
- All comments from the Contracting Agency will be consolidated into a single comment from with contradicting comments resolved for the Contractor to review and respond
- Microsoft Project will be used for development of the project CPM schedule

#### **B7.1.1 Six Week Look Ahead Scheduling**

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

Assumptions

- The Contracting Agency shall provide the Contractor an example six week look-ahead schedule prior to fee negotiations.

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 Schedule Changes**

Adherence to the Project Schedule is necessary to meet the Contracting Agency's long term goals and commitments. The Contractor agrees to expend all effort necessary to stay on schedule and satisfy the contract delivery dates. Amendments to the schedule must be submitted in advance in a reasonable time frame for DOT&PF to adjust commitments to other government agencies and funding sources.

### **B7.1.2 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, and 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 Milestone 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 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 three (3) work days following each meeting. Attendance at the meetings will be via teleconference or video conferencing.

### **B7.2 Project Coordination**

All coordination and correspondence for the project will be conducted through the Contracting Agency's Project Manager unless otherwise approved.

#### **B7.2.1 Contracting Agency Activities**

The Contracting Agency's Project Manager will coordinate the Contractor's activities with those of various functional groups within the Agency. These groups may include Materials; Highway Planning; Traffic & Safety; Utilities; Environmental; Right-of-Way; Maintenance & Operations; Construction and Contracts.

#### **7.2.2 Agency and Public Coordination**

The Contractor will work with DOT&PF staff to coordinate with the appropriate federal (e.g., National Marine Fisheries Service (NMFS), United States Forest Service (USFWS), United States Army Corps of Engineers (USACE), etc.), state (e.g. Department of Environmental Conservation (DEC), Department of Fish and Game (DF&G), State Historic Preservation Officer (SHPO), etc.) and local government agencies and the public, including tribes, special interest groups and organizations that could be potentially affected by the proposed project. 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.

#### **B7.2.3 Correspondence**

The Contractor will submit all written material, letters, phone logs, survey forms, etc., used to communicate information regarding the project to the Contracting Agency's Project Manager for review and acceptance prior to its distribution. Copies of all outgoing and incoming correspondence will be provided to the Contracting Agency's Project Manager at least once a week. All outgoing correspondence, including e-mails, 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 Contracting Agency's Project Manager.

#### **B7.2.5 Right-of-Entry Permits**

The Contractor will obtain Right-of-Entry authorizations for the project, when required. Requests for Right-of-Entry will be drafted and finalized by the contractor in coordination with the Contracting Agency. All requests for entry will be submitted to the property owner by the Contracting Agency. Access to the properties will not be initiated until the Contracting Agency has given express written permission to the Contractor.

## **ARTICLE B8 - PROJECT MANAGEMENT PLAN – TASK 1**

### **B8.1 Project Management Plan (PMP)**

The Contractor will develop a Project Management Plan in accordance with the Alaska Highway Preconstruction Manual. A draft version of this document is to be submitted at the Pre-Environmental review and finalized upon completion of adjudicated items that arise in the review.

The PMP shall include a complete list of anticipated studies, reports, permits, and clearances necessary to develop the project.

#### **B8.1.1a PMP Scope**

Preliminary scoping is detailed in Article B5.3. The first phase of project development under NTP No. 1 will include finalization of the project management plan (PMP) and conducting the Pre-Environmental (25%) plan review. The Contractor shall conduct meetings and field inspections with the Department to finalize the PMP for both project 1 (substructure) and project 2 (Tongass Avenue) improvements. Changes to the draft PMP due to the Pre-Environmental review of the project plans are to be discussed with the project manager for dismissal or inclusion into the project's final PMP.

Assumptions:

- 2 additional field checks and 3 Contractor staff are authorized to attend field checks for the purpose of refining project scope.
- The draft PMP is to be submitted with the PER (25%) Plan Review

#### **B8.1.1b PMP Schedule**

The preliminary schedule is to be detailed by the Contractor as outlined in B7.1.1 and reviewed by the contracting agency under the condition that the substructure improvements project is to be obligated in 2023. The Contractor shall include the milestone schedule in the draft PMP.

#### **B8.1.1c PMP Estimate**

The Department has prepared a preliminary construction budget for the project. The Contractor is to provide updates on this estimate as the project development progresses. An updated construction estimate is to be completed upon finalization of the Pre-environmental review and included in the final PMP.

Assumptions:

- The Contractor is to provide the preliminary estimate and pay items in AASHTOWare with the 25% review submittal.
- Up to two review cycles will occur for the Contracting Agency and all comments will be resolved and submitted as a single consolidated set for the Contractor to review and respond.
- One review meeting per review cycle will be scheduled for the Pre-Environmental Review, Local Review, Plans In Hand Review, and Plans, Specifications and Estimate Review.

**Deliverable Items:**

- Project Management Plan (Draft)
- Project Management Plan (Final)

Draft deliverables shall be submitted project manager as outlined in B4.7.

## **ARTICLE B9 ENVIRONMENTAL SUPPORT – TASK 2**

**B9.1 Environmental Support.** The Contractor is to conduct Bi-weekly meetings with the Departments Environmental Analyst to coordinate design and environmental impacts and scope of work modifications. These meetings are to take place upon project NTP through the completion of the project's Environmental Document. The Contractor shall provide a meeting agenda prior to each coordination meeting. The Contractor will provide a copy of the meeting minutes for

these meetings to the Environmental Analyst and the Project Manager. These minutes are to be submitted within three (3) working days following each meeting.

The Contractor shall conduct a review meeting with department environmental and right of way staff upon completion of the Local (50%) review to verify the current design is consistent with the design that was used to secure the project's environmental document.

The Contractor shall conduct a meeting with Environmental after the Plans-In-Hand Meeting to go over any project changes that need to be captured in a re-evaluation or new document.

Items of particular interest are those where any of the following have changed since the environmental document completion include:

1. Project construction limits or new work added
2. Late utility coordination information of work to be performed, including any work by others (meaning any utility work by any outside organizations concurrent with our project)
3. Area of Potential Effect (APE)
4. Right-of-Way parcel acquisitions (including Temporary Construction Easements)
5. Project Fill Quantities (fill placed below High Tide Line or Ordinary High Water Mark)
6. Project Detours and/or closures proposed during construction
7. Guardrail (for potential impacts to bald eagles or marine mammals if near marine waters)
8. Lighting (new or existing)

#### Assumptions

- The DOT&PF Environmental Analyst will complete the Environmental Document.

#### Deliverables

- Project coordination meeting agendas (.pdf)
- Project coordination meeting minutes and action items (.pdf)
- The Contractor shall conduct up to three (3) meetings after the PIH review meeting to discuss any project changes.
- The Contractor shall conduct up to three (3) meetings after the PSE review meeting to discuss any design changes that need to be incorporated into a re-evaluation or new environmental document.

#### **Impacts to Historical Properties**

The Contractor will engage the services of a Professionally Qualified Individual (PQI) to perform the activities necessary to comply with Section 106 of the National Historic Preservation Act (NHPA).

Reconnaissance and Identification of the Area of Potential Effect (APE). The Contractor will conduct a reconnaissance effort of the boundaries of the proposed work, and the number and type of potential resources within the work zone that could be affected by the project. This effort will include office and field survey tasks. A detailed survey scope and budget will be prepared for negotiation and contract amendment.

Detailed Survey of Historic and Archaeological Resources and Report. The Contractor will complete the historic surveys and write the reports necessary to comply with Section 106 of the NHPA. Qualified staff will conduct a detailed survey of potential historic and archaeological resources within the agreed upon APE. A draft and final report will be submitted to the Contracting Agency for review and approval. The survey report would include a recommendation of the determination of eligibility of any resource found within the APE defined during Article 9.4.1. If additional services are needed subsequent to this recommendation report, 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.

Initiation and Findings Letters. The Contractor will draft initiation and findings letters that will be signed and sent by the Department's PQI. The Contractor will assist with additional Section 106 coordination, such as an updated draft and final Findings letter, if any changes are made to the APE and discovered during the Environmental impacts review meetings.

**B9.2 Public Involvement.** It is anticipated that the Department's environmental staff will provide a public involvement plan and perform most of the public and agency coordination and participation tasks with assistance from the Contractor.

It is anticipated there will be one Agency scoping meeting in Juneau and two public meetings conducted virtually or in Ketchikan. The consultant will be expected to provide visuals, maps, etc. to support those efforts and to attend and participate in those meetings. Additional details for public involvement and these project(s) is included in Article B17.\

**B9.2.1 Scoping.** DOT&PF anticipates performing this task with assistance from the Contractor.

**B9.3 National Environmental Policy Act (NEPA) Compliance.** The Contractor will provide support to allow the Department to conduct any required environmental tasks in accordance with NEPA following the section 430 of the Alaska Highway Preconstruction Manual, the Alaska Environmental Procedures Manual and as directed by the Department's Project Environmental Coordinator.

**B9.4 Impacts to Historical Properties.** The Contractor will engage the services of a Professionally Qualified Individual (PQI) to perform the activities necessary to comply with Section 106 of the National Historic Preservation Act (NHPA). Both the Water Street and Tongass Avenue viaducts as well as the tunnel have been deemed eligible for listing on the National Registry of Historic Places. In addition the project corridor is contained within the Captain's Hill Historic District.

**B9.4.1 Reconnaissance and Identification of the Area of Potential Effect (APE).** The Contractor will conduct a reconnaissance effort of the boundaries of the proposed work, and the number and type of potential resources within the work zone that could be affected by the project. This effort will include office and field survey tasks. A detailed survey scope and budget will be prepared for negotiation and contract amendment.

**B9.4.2 Detailed Survey of Historic and Archaeological Resources and Report.** The Contractor will complete the historic surveys and write the reports necessary to comply with Section 106 of the NHPA. Qualified staff will conduct a detailed survey of potential historic and archaeological resources within the agreed upon APE. A draft and final report will be submitted to the Contracting Agency for review and approval. The survey report would include a recommendation of the determination of eligibility of any resource found within the APE defined during Article 9.4.1. If additional services are needed subsequent to this recommendation report, 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.

**B9.4.3 Initiation and Findings Letters.** The Contractor will draft initiation and findings letters.

**B9.5 Permitting.** DOT&PF anticipates performing this task in house. The Contractor will assist the Department by providing drawings, sections, typical section, visuals, and maps to support any necessary environmental efforts.

**B9.6 Assignment of FHWA's NEPA Responsibilities.** Pursuant to Section 327 of Title 23 of the United States Code (U.S.C.), DOT&PF has assumed FHWA's responsibilities under NEPA under the terms of a Memorandum of Understanding (MOU) that was signed November 3, 2017.

### **ARTICLE B10 SURVEYING – TASK 3**

#### **B10.1 Existing Survey Availability**

Topographic and ROW survey was performed in 2016 and 2017 by the Department on Tongass Avenue. Horizontal and vertical control monuments were set which remain for the length of the project.

#### **TIN Certification & Final Mapping Quality Control**

Certify the Department provided TIN and provide a report discussing the methods used to gather data for the production of the TIN(s). Specify the accuracy of the TIN(s), and detail the checks used to substantiate the accuracy of the TIN(s). All ground based TIN(s) shall be field checked before final submittal, and this shall be stated on the TIN(s) certificate. All aerial TIN(s) shall be checked by a PLS, not associated with the production of the TIN(s), using the withheld cross sections and additional Topographic points randomly collected throughout the TIN(s) area. A minimum of 50 points shall be collected. Provide a spreadsheet showing the elevation differences from the TIN(s). A sample certification of TIN is available.

#### **B10.3 Planimetric Survey**

The Contractor is to provide survey for planimetric features underneath Tongass Avenue for the substructure improvements stage I project.

#### **B14.4 Utility Survey**



Survey all above and below ground utilities, including utility poles, overhead crossing heights (measured at lowest clearance over traveled way), manholes, and markers in conformance with the Alaska Construction Surveying Requirements (US Customary Units).

#### **B14.6 Additional Topo Mapping**

Locate and map any other physical feature, natural or man-made, that could affect the design of the project, as directed by the DEPARTMENT.

#### **ARTICLE B11 GEOTECHNICAL INVESTIGATION – TASK 4**

The Contractor will conduct geotechnical investigations and engineering in sufficient detail to establish general foundation conditions and develop geotechnical foundation engineering recommendations in support of repairing or replacing the bridge.

Assumptions:

- The full scope of this work will be defined upon completion of the PMP.

#### **ARTICLE B12 HYDROLOGIC AND HYDRAULIC DESIGN – TASK 5**

The Contractor shall provide the Hydraulic and Hydrologic Design required for the project, which may include any or all of the following.

**B12.1 General.** The Contractor shall provide Hydrologic and Hydraulic Analysis, as needed for the purpose of providing culvert/storm network installation plan sheets, specifications, and quantities calculations. Specific drainage surveying will be necessary to support the Hydrologic and Hydraulic design work. The design must meet the requirements of the Highway Preconstruction Manual, the Highway Drainage Manual, and the Memorandum of Agreement between the Alaska Department of Fish and Game and the DOT&PF for the Design, Permitting, and Construction of culverts for Fish Passage, unless you are directed otherwise by the Contract Manager.

The Contractor shall perform field inspection and coordinate with Department Materials personnel and local maintenance & operations (M&O) staff to identify problems that need to be addressed by the project(s). Inspect all existing culverts within the project limits that have not recently been thoroughly inspected and either (a) are over 20 years old, (b) M&O has problems with, or (c) the consultant believes should be inspected. Determine which of these are expected to be functionally or structurally inadequate during the design year of this project. Determine which culverts need to be cleaned.

The Contractor shall work with Department staff to determine where erosion issues are evident and should be addressed by the project(s). Results are to be documented in the project(s) PMP.

The Contractor shall consider groundwater when designing project features.

The Contractor shall provide a Hydrologic and Hydraulic Report that describes the existing hydraulic features and their ability to meet current design standards in the Alaska Highway Preconstruction Manual. For hydraulic features that do not meet current design standards, the Contractor may be asked to provide a cost estimate and/or a design for revised features that meet current design standards. The Contractor may also be asked to evaluate the impacts of any improved hydraulic features within the project limits on existing hydraulic features downstream of the project limits.

The Contractor shall provide documentation of all hydrologic and hydraulic design decisions in report format.

**B12.2 Reviews and Schedule.** A draft of the Hydrologic and Hydraulic Report shall be submitted at least 8 weeks prior to the Plans-In-Hand Review assembly. The Contracting Agency will be allowed four weeks for the return of written comments. The Contractor shall address these comments to the satisfaction of the Contracting Agency prior to making the next submittal. The final Report, sealed and signed by the supervising registered Engineer, shall be submitted with the Plans-In-Hand Review assembly.

#### **B12.3 Deliverable Items:**

##### **Type of Document**

Hydrologic and Hydraulic Report

##### **Copies**

##### **PDF**

Draft	2	x
Final	2	x

## **ARTICLE B13 TRAFFIC AND SAFETY – TASK 6**

### **B13.1 Traffic Phasing and Delays**

Due to the existing roadway system in Ketchikan, additional work is to be conducted to maintain access and traffic flow during construction for both projects. The contractor shall provide a conceptual traffic-phasing diagram to assist with the project's 'environmental document completion at the Pre-Environmental Review. The Contractor is to schedule an independent traffic review at the approximate Local Review (50%) level of completion of the project plans. The finalized Traffic Control Plan is to be submitted as part of the Plans-In-Hand Review submittal. As part of this review, the contractor shall analyze anticipated delays and impacts to the traveling public.

#### **Deliverables**

- Conceptual traffic control plan in support of environmental document development
- Finalized Traffic Control plan and traffic delay impacts at Plans-In-Hand (75% Design Completion) Review

## **ARTICLE B14 - BRIDGE DESIGN – TASK 7**

**B14.1 Bridge Design.** Design for bridges will comply with the AASHTO *LRFD Bridge Design Specifications 9<sup>th</sup> Edition*, with latest interims and the Alaska Department of Transportation and Public Facilities Bridge and Structures Manual.

## **ARTICLE B15 - LANDSCAPE DESIGN**

**B15.1 Landscape Design.** 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 B16 DESIGN STUDY REPORT – TASK 8**

**B16.1 General.** The Contractor will provide a Design Study Report (DSR) that satisfies the requirements of the Alaska Highway Preconstruction Manual. The draft version of this document is to be submitted with the Local Review and finalized version is to be submitted with Plans-In-Hand Review.

**B16.2 Estimates.** Construction cost estimates will be consistent with AASHTOWare web based estimating software and exported to excel format. 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.

**B16.3 Reviews and Schedule.** The draft Design Study Report is to be submitted between the Pre-Environmental and Local Review Submittals. The final report is to be sealed and signed by the supervising registered Civil Engineer and is to be submitted to the Contracting Agency for review ten (10) working days prior to the Plans-In-Hand review assembly.

**B16.4 Approval.** The Contractor will address the Contracting Agency's comments and make corrections until the Agency approves the finalized report. The Contracting Agency's acceptance of the final Design Study Report for reproduction completes this task.

### **B16.5 Deliverable Items.**

Type of Document	Copies	PDF
Draft and Final DSR	2	x

## **ARTICLE B17 PUBLIC INVOLVEMENT – TASK 9**

**B17.1 General.** For the purpose of this Agreement, Public Involvement is defined as the total effort, both informal and formal, made by the Contractor and the Contracting Agency to keep the public and agencies informed about the

project. Reasonable alternatives are identified, and that public and agency concerns are considered and addressed.

The Department shall prepare the Public Involvement Plan which the Contractor shall include in the Project Management Plan (PMP) (Article B13) prepared by the Contractor. Debriefings of the project scope of work with the public and agencies shall take place upon completion of the post 25% Pre-Environmental Review comments (Article B23).

## **B17.2 Public Involvement Assistance.**

### *Project Coordination with Jurisdictional Agencies and Local Stakeholders*

The purpose of agency and local stakeholders is to help develop a clear understanding between the project team interest groups about the Department identified project needs and potential solutions. Early coordination helps expedite the review process of final documents in that interest groups will have been involved throughout the project process and will have already provided their input for key considerations and/or requirements. Example agencies and local interest groups include the Ketchikan Gateway Borough, City of Ketchikan, and the Ketchikan Indian Corporation. A comprehensive list of agencies with jurisdiction will be outlined by the Department upon completion of the project's kick-off meeting and through the development of the environmental document.

The CONTRACTOR will support collaboration with local agencies and interest groups by coordinating up to three (3) meetings throughout development of the project(s). In preparation of these meetings, the Contractor shall develop agenda and meeting materials, conduct a pre-meeting review session with the Department, facilitate as needed during the meeting, and prepare a meeting summary. The Department shall lead the meetings.

#### Assumptions

- Preparation meetings are anticipated to last up to one (1) hour
- Up to 2 (two) Contractor staff are approved to travel and participate in the meeting(s)

#### Deliverables

- Printed meeting materials / handouts (3)
- Pre-Meeting Review notes (3)
- Draft and Final meeting summaries (3)

## **Public Open House Support**

The CONTRACTOR, working closely with DOT&PF, shall hold up to one (2) public meetings to provide project information, identify community questions. Using an open house style format, there shall be staffed displays and tables where participants can sit and write comments. The public meeting materials shall provide a project overview along with subsequent planned work for the project corridor. Participants will be asked to give their input on the project and to include concerns for work on the project.

#### Assumptions

- Up to two (2) CONTRACTOR staff will attend the public meeting and support the project set-up, facilitation, and tear down of the event.
- The Department shall prepare the mailing to inform the targeted open house audience in advance of the public meeting.
- The Department shall schedule the location of the Open House event.
- The public meeting will last up to two (2) hours in duration with one hour (1) hour allotted for setup and tear down.
- The CONTRACTOR shall design and print up to 6 (6) information exhibits, project comment/feedback forms, sign in sheets, and staff nametags.
- The CONTRACTOR shall support Department environmental staff in the preparation of key themes, and paraphrased comments from the meeting no later than two weeks following the meeting.
- The Contractor shall present the open house summary in the Design Study Report (DSR).
- Due to the circumstances of Covid-19 this meeting shall be assumed to be in-person but will be revised to a virtual setting if needed.

#### Deliverables

- Public meeting materials 1st draft due twenty-five calendar days prior to the public meeting. Final draft due twenty calendar days prior to the public meeting.
- Open house meeting summaries due within seven (7) working days of the open house.
- Up to two (2) open house project folio with updates as requested by the Department. The folio shall include information about the project and summary of future projects in the corridor. Information shall include but is not limited to, a project description, project maps, and expected project timelines. The folio shall be presented in 'plain talk' with avoidance of engineering jargon. The first draft is due fourteen days prior to the open house with final draft due seven (7) days prior to the open house.

## **ARTICLE B18 RIGHT OF WAY - TASK 10**

**B18.1 Existing ROW Mapping.** The consultant will provide the Department all research documents (paper and/or electronically), to include, but not exclusive to: plats, maps, deeds, title reports easements, as-built surveys, and Records of Survey. The Department will provide the consultant with an existing CAD drawing of the property and ROW associated with the roadway corridor as/for reference only. From independent and updated field surveying of any and all monuments, markers and property corners, using all applicable, pertinent and associated maps, plats, deeds, asbuilts, records of monuments, records of surveys, and easements, a licensed land surveyor will conduct computations and adjustments so as to resolve all boundaries, with the end product being a signed, stamped, recordable Right-of-Way Map. The CAD drawings will adhere to the Department's CAD and drafting standards. The Department's template and styles will be provided.

### **B18.1a Deliverable Items:**

- Existing ROW documentation and alignment data

**B18.2 ROW Design Engineering.** Subsequent to final design engineering that determines affects to properties outside of the ROW, the consultant will provide the Department with parcel acquisition documents, to include: permanent easement "takes" diagrams, fee simple property acquisition plats, Temporary Construction Permits (TCPs) and Temporary Construction Easements (TCE's) that adhere to the State of Alaska Right of Way Manual, or as agreed upon by the Department. The CAD drawings will adhere to the Department's CAD and drafting standards. The Department's template and styles will be provided.

### **B18.2a Deliverable Items:**

- Parcel Design acquisition documentation

**B18.3 Conformity and Legality.** The consultant is responsible for learning, knowing, understanding, and acknowledging all statutes, codes, rules, regulations, laws and guidelines pertaining to: the State's ROW Manual, Federal Highways (FHWA - The Uniform Act,) Alaska Administrative Code, Alaska Statutes, The Department of Transportation's policies and procedures, and those pertaining to the local Platting Authority. All of the above as relate to any and all aspects of this project and contract.

**B18.4 Project ROW Coordination.** The Contractor shall conduct bi-weekly meetings with Department ROW Staff commencing upon completion of the Pre-Environmental Review (PER). The Contractor shall advise the department of design changes and prepare meeting minutes for each meeting and provide them to all parties present at the meeting and the Department Project Manager for comment and finalized based on acceptance or modification of the minutes.

### **B18.4a Deliverable Items**

- Draft and Final meeting coordination minutes

**B18.5 Project ROW Pre-ROW Design Review Meetings.** The Contractor shall host three Pre-ROW Design Meetings with Department ROW staff. The latest design plans shall be presented and reviewed in their entirety at these reviews. The purpose of this meeting is to obtain feedback from ROW staff where it would be advisable to pursue alternative designs to the project plans in order to prevent ROW acquisition delays that could impact and delay the project's construction delivery. These reviews are to occur upon completion of plan updates after the Pre-Environmental Review, Local Review, and Plans-In-Hand Review.

### **B18.5a Deliverable Items**

- Project plans, agenda, and minutes for each Pre-ROW Design Coordination Meeting

**B18.6 Encroachments.** The Contractor shall work with Department staff to identify all existing encroachments that will have to be either removed or permitted in order to certify the right of way for this project.

**B18.7 Parcel Maps.** The Contractor will develop the parcel maps for all properties from which the Department will be acquiring the necessary temporary or permanent rights.

**B18.8. Appraisal and Acquisition.**

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

The Contractor is to coordinate as necessary with the Contracting Agency in support of the appraisal and acquisition of the necessary temporary and permanent rights.

**ARTICLE B19 UTILITY CONFLICTS – TASK 11**

**B19.1 General.** The Contractor will investigate and identify all conflicts with existing aboveground or underground utilities with the proposed project. It is anticipated that multiple utilities and drainage facilities could be impacted by both the substructure and street level improvements. All conflicts must be clearly identified and a plan for their remedy proposed for Contracting Agency approvals prior to final design.

The Contractor is to facilitate two meetings with city personnel and local utilities to discuss potential impacts to existing city and local utilities. Owners of affected utilities may choose to hire their own consultant for design the utility relocations or it this work may be performed by the CONTRACTOR. For purpose of negotiating this work element it will be determined upon these meetings.

**B19.2 Utility Conflict Report.** The utility conflict report shall be submitted per Article B4.7. The report is a record of: the existing utilities within the project limits; the conflicts with the proposed work; and the consideration of impacts on construction, relocation costs and right of way needs. The draft Utility Conflict Report shall be submitted with the Local Review and the final draft submittal date shall be coordinated with the Contracting Agency's Project Manager. The following information shall be included:

- a. Plan Sheets.
- b. Cross Sections.
- c. List of utility conflicts.
- d. Proposed solutions to all utility conflicts.
- e. Cost estimate for utility relocations.

**B19.2.1 Plan Sheets.** The Plan Sheets shall include existing utilities; proposed improvements; existing and proposed right of way limits; existing drainage features; and any structures affected by the proposed construction. Existing utilities within the project limits shall be identified including their size and type. Existing utility locations shall be based on the following in order of preference: field topographic surveys, as-built drawings, utility system maps and the Contractor prepared Utility Conflict Report (UCR).

**B19.2.2 Cross Sections.** The cross sections shall be submitted per Exhibit B-4. To these cross sections the contractor shall add the existing overhead and underground utilities. If elevations of utilities are not available, the elevations shall be estimated from the utility permit depth requirements and based on utility company standard installation practices. Cross sections shall be included in all locations where utility conflicts exist or utility relocations are proposed.

**B19.2.3 List of Utility Conflicts.** The Utility Conflict Report shall compare the proposed design of the roadway and appurtenances against the existing and proposed utilities and identify any conflicts. All conflicts will be identified and listed per utility affected.

**B19.2.4 Proposed Solutions to all Utility Conflicts.** The report shall propose solution(s) to all conflicts and recommend a preferred solution if more than one is proposed. The Contractor shall consider the following when selecting the preferred solution.

- a. Relocation costs.
- b. Additional right of way needs.

- c. Environmental impacts.
- d. Construction impacts.
- e. Project development timing.

**B19.2.5 Cost Estimate for Utility Relocation.** The report shall include a cost estimate for relocating the utilities in conflict with the proposed project.

**B19.2.6 Deliverable Items.** Deliverables shall be submitted to the Contracting Agency in the formats specified in Article B4.

## **ARTICLE 20 PRE ENVIRONMENTAL REVIEW – TASK 12**

**B20.1 Pre-Environmental Review (PER).** The Contractor will develop preliminary plans, quantity and cost estimates sufficient to fully scope the project, verify that the proposed recommended design is within the authorized construction budget, and support the environmental process. See exhibit B27 SR PER Review Guidance for the required deliverables for the PER review.

These documents required for this review will be submitted to the Contracting Agency's Manager fifteen working days prior to conducting a Pre-Environmental review by teleconference. Plans and estimates will provide enough detail to quantify potential environmental impacts due to the project footprint, and form the basis for draft permit applications. The Pre-Environmental Review will begin with a field review of the project site that includes personnel as provided by the Contracting Agency's Manager. Field review observations and the project's preliminary design will then be discussed in an office review setting. The Contractor will provide meeting minutes of this review and documentation as outlined in article B4.11.2. Further revisions upon completion of the PER will be based upon coordination of actions items recorded in the review and direction of the Contracting Agency's Manager.

**B20.1 Alternatives and Impacts Memorandum.** The Contractor will provide an Alternatives and Impacts Memorandum detailing the preliminary design decision making process. This memorandum is to be submitted concurrently with the PER submittal and include the following items for discussion:

- Discussion of the preliminary typical sections, plan sheets, cross sections, estimate, and the proposed Area of Potential Effect (APE).
- Discussion of how the Contractor has avoided or minimized impacts to environmental, right-of-way (ROW), and utility facilities. This discussion is to include the following:
  - i) Project alternative development options for roadway re-alignment areas in conjunction with 3R Analysis and procedures as outlined by the AKDOT&PF Highway Preconstruction Manual.
  - ii) Alternative(s) discussion to avoid or minimize effects to historic properties.
  - iii) Alternative(s) to avoid use of 4(f) properties. If there is no feasible or prudent avoidance alternative, identify measures to minimize harm to the properties.
  - iv) Discussion of potential impacts to fish streams, waters of the U.S., and wetlands and how these impacts have been avoided and/or minimized.
  - v) Discussion of potential impacts to known contaminated sites.
  - vi) Discussion of potential impacts to Threatened and Endangered Species.
  - vii) Guardrail installation or reset areas.
  - viii) Right-of-Way impacts discussion. In addition, the State Right-of-Way limits are to be clearly shown on the project plans along with adjacent property owners. Areas where work is to be performed adjacent to State Right-of-Way and areas where work is anticipated to be performed outside of State Right-of-Way (temporary construction easements or acquisitions) are to be clearly shown on the PER plans.
  - ix) Potential areas for utility conflicts.
- Action items requiring Department attention for finalization the project's scope of work.
- Risk items and management for the project. The discussion is to be limited to qualitative risk analysis.

**B20.2 3R Analysis.** The Contractor shall provide geometric design recommendations and configurations in accordance with the Alaska Highway Preconstruction Manual. The Contractor shall provide a 3R Analysis of geometric design options in sufficient detail at the Preliminary Environmental Review (PER) to support finalization of the project's alignment configuration and the environmental document. The Contractor shall provide traffic control plan design and specifications in draft form at the Plans-In-Hand (PIH) and final versions of each at the Plans, Specifications, and Estimate (PS&E)

review.

**Assumptions:**

- The final version of the 3R analysis is to be submitted with the Pre-Environmental Review

**Deliverable Items:**

- Draft and Final 3R Analysis.

**ARTICLE B21 LOCAL REVIEW – TASK 13**

**B21.1 General.** The Contractor will provide a plan review assembly suitable for review of the recommended horizontal and vertical alignments by further refinement of the Pre-Environmental Review package. Plans for this submittal should be close to their final form and should be legible and consistent with presentation quality appropriate for public viewing. The projects and plan submittal will be consistent with the level of detail outlined in the Local Review section of Exhibit B-4 and Article B-4. QC documentation shall be submitted to the Contracting Agency's Manager at the time of the Local Review submittal. The Contractor will provide meeting minutes of this review and documentation as outlined in article B4.11.2.

Site visits may be required to acquire the information to perform the design. Contractor shall coordinate these visits with the Contracting Agency.

In addition to the plans, cross sections, and estimate the Contractor shall prepare a memorandum detailing any unique project special provisions.

**Assumptions**

- Up to two (2) field visits and associated expenses are approved for Contractor visits to the project site per phased project.
- Up to four (4) Contractor employees are approved for these visits.

**B21.2 Deliverable Items.**

**Type of Document**

Local Review Plans

Local Review Cross Sections

Local Review AASHTOWare Exported Estimate

Draft Design Study Report (DSR)

Memorandum detailing anticipated special provisions

QC Documentation (Exhibit B-4)

**ARTICLE B22 – TASK 14**  
**PLANS-IN-HAND (PIH) REVIEW**

**B22.1 General.** Based on decisions from the Local Review, this activity will result in a completed design for the project. The Contractor will provide Plans, Specifications, Cross Sections, and Estimate with sufficient design detail as outlined in Exhibit B-4. 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 (PIH) Review. The PIH review will consist of a field review followed by an office review. The PIH submittal will be consistent with the level of detail outlined in the Plans-In-Hand section of Exhibit B-4, Article B4, and as detailed by Article B28 of this scope of services. QC documentation shall be submitted to the Contracting Agency's Manager at the time of the PIH submittal. The Contractor will provide meeting minutes of this review and documentation as outlined in article B4.11.2.

Site visits may be required to acquire the information to perform the design. Contractor shall coordinate these visits with the Contracting Agency.

#### Assumptions

- Up to two (2) field visits and associated expenses are approved for Contractor visits to the project site per phased project as shown in Appendix B-5.
- Up to four (4) Contractor employees are approved for these visits.

**B22.2 Cross Sections.** Each cross section will include all information as shown in Exhibit B-4, and the roadway and station for which it is applicable. The cross sections will be submitted on 11" X 17" sheets and by PDF file.

**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:

- 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. Automatic Traffic Recorder (ATR)
- L. Landscaping
- M. Retaining Walls
- N. Bridge Structures
- 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"*

**B22.4 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

**B22.5 B. Sheets: Typical Sections.** The number of typical sections prepared for roadway segments will be minimized by showing minor changes on other sheets. 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.
- e. Original ground.



**B22.6 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.

**B22.7 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.

**B22.8 E. Sheets: Miscellaneous Details (Regional and Project Specific)** will show all construction details not shown on other sheets including non-roadway typical sections.

**B22.9 F. Sheets: Plan and Profile Sheets** will show the following:

- 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 and adjacent property owner names
- k. Wetland fill areas.
- l. Historic sites.

**B22.10** A plan view will identify the following at a scale of 1:500.

- 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.

**B22.11** A sign summary table will provide the following information for all new and relocated signs.

- 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.

**B22.12 G. Sheets: Approach Plan and Profile (Intersections and Driveways)** 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.

**B22.13 H. Sheets: Traffic** will include all the information relating to signing, striping, illumination, signalization, and traffic recorders.

**B22.14 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 B-4.

**B22.15 R. Sheets: Right-of-Way Maps**

See Article B18.

**B22.16 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.

**B22.17 Detours.** The Plan will provide alignments, typical sections, signing, and striping for any proposed detours.

**B22.18 U. Sheets: Utilities** will be plotted on the plan sheets using appropriate symbols. This may require researching City of Kodiak 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.

**B22.19 Storm Drainage Systems.** The plan and cross section sheets will provide a clear representation of existing infrastructure and planned improvements to the storm drain system. This may require researching City of Ketchikan As-builts as well as field studies to confirm locations. 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 corridor.

**B22.20 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 digitally to the Contracting Agency as detailed in Article B4.

**B22.21 Standard Modifications and Statewide Special Provisions** of all the Standard Modifications and Statewide Special Provisions that apply to the project.

**B22.22 Regional Special Provisions** of the applicable regional special provisions that will apply to the construction contract.

**B22.23 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 the requirements of DOT&PF Policy and Procedure 10.02.050 are met.

**B22.24 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 as detailed in Article B4.

**B22.25 Estimate.** The Contractor will submit an Engineer's Estimate with each of the plan reviews in the AASHTOWARE Project software in accordance with Article B16.2. For review submittals, copies of the Estimate will be included with the Specifications immediately behind the cover page.

**B22.26 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.

**B22.27 Reviews and Schedules.** The Contractor will submit to the Contracting Agency the documents listed below under "Deliverable Items." Assemblies include submittal of the plans, specifications, and an estimate. The Contracting Agency will be allowed four weeks for the return of written comments for each review assembly. The Contractor will address these comments to the satisfaction of the Contracting Agency prior to the next submittal. Reviews will be conducted according to Chapter 4 of the Alaska Highway Preconstruction Manual.

**B22.28 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.

**B22.29 Project Technical Elements Memorandum.** The Contractor shall prepare a technical memorandum detailing

unusual features, elements, and specifications required for the project. This memorandum will detail how the features are being addressed by the project contract documents.

### **B22.30 Deliverable Items.**

#### **Type of Document**

Project Technical Elements Memorandum  
Plans-In-Hands Plans (Half Size)  
Plans-In-Hand Specs  
Plans-In-Hand Cross Sections  
Plans-In-Hand Estimate  
Final Design Study Report (DSR)  
QC Documentation (Per Ex B-4)

### **B22.9 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 Single Axle Loads (ESAL's)
  - 5) Design Speed (V)
  - 6) Design Hourly Volume (DHV)

## **ARTICLE B23 – TASK 15**

### **Pre-Plans, Specifications, and Estimate and Final Plans, Specifications and Estimate Submittals**

**B23.1 General.** Site visits may be required to acquire the information to perform the design. Contractor shall coordinate these visits with the Contracting Agency.

#### **Assumptions**

- Up to two (2) field visits and associated expenses are approved for Contractor visits to the project site per phased project as shown in Appendix B-5.
- Up to four (4) Contractor employees are approved for these visits.

The following are to be delivered with the Pre-PS&E Review and the Final PS&E Review Submittals:

**Pre-PS&E Review.** This assembly will consist of complete plans, 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 of the work required to construct this project.
- d. Specifications, including the Special Notice to Bidders.
- e. Engineer's estimate.
- f. 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.

**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 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 half-size plan set on black line paper with date and original hand signature of the designer of record over the seal, in accordance with 12 AAC 36.185(f)(1).
- f. A half-size plan set in electronic format, digitally signed and dated in accordance with 12 AAC 36.185(f), in the format stated in the list of Deliverable Items.
- g. Specifications, including the Special Notice to Bidders.
- h. Engineer's Estimate entered in AASHTOWare Project.
- i. Engineer's quantity computations.
- j. Completed checklist for each plan sheet on the forms provided by the Contracting Agency.
- k. A letter from the Contractor to the Contracting Agency that lists all the comments made on the PS&E review assembly and a response to each.
- l. Letter describing any unusual features and the reason(s) for them.

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 B-4. The Contractor will submit the entire assembly to the Contracting Agency's Manager two weeks prior to the review which will be conducted by teleconference or video conference. 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.

**B23.2 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.

**B23.3 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:

- 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. Automatic Traffic Recorder (ATR)
- L. Landscaping
- M. Retaining Walls
- N. Bridge Structures
- 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"*

**B23.4 A. Sheets: Title, Legend/Symbols, Sheet Layout Schematic and Survey Control** will include the following information:

- h. Project title, Project numbers and description of work
- i. Vicinity map and Project location map.

- j. Plan sheet index.
- k. List of applicable standard drawings.
- l. Project summary table.
- m. Design Designation
- n. Legend

**B23.5 B. Sheets: Typical Sections.** The number of typical sections prepared for roadway segments will be minimized by showing minor changes on other sheets. Each typical section will conform with information requirements as presented in Exhibit B-4.

**B23.6 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.

**B23.7 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.

**B23.8 E. Sheets: Miscellaneous Details (Regional and Project Specific)** will show all construction details not shown on other sheets including non-roadway typical sections.

**B23.9 F. Sheets: Plan and Profile Sheets** will show will show the following and detail as described in Exhibit B-4:

- 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 and adjacent property owner names
- k. Wetland fill areas.
- l. Historic Sites.

**B23.10** A plan view will identify the following at a scale of 1:500.

- a. Roadway names.
- b. North arrow.
- c. Roadway centerline and stations.
- d. All signing, striping, illumination, and signalization 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.

**B23.11** A sign summary table will provide the following information for all new and relocated signs.

- 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.

**B23.12 G. Sheets: Approach Plan and Profile (Intersections and Driveways)** 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.

**B23.13 H. Sheets: Traffic** will include all the information relating to signing, striping, illumination, signalization, and traffic recorders.

**B23.14 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 the requirements of Exhibit B-4.

**B23.15 R. Sheets: Right-of-Way Maps**

See Article B18.

**B23.16 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.

**B23.17 Detours.** The Plan will provide alignments, typical sections, signing, and striping for any proposed detours.

**B23.18 U. Sheets: Utilities** will be plotted on the plan sheets using appropriate symbols. This may require researching the City of Kodiak 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.

**B23.19 Storm Drainage Systems.** The plan and cross section 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 corridor.

**B23.20 Cross Sections.** Each cross section will include all information as shown in Exhibit B-4, and the roadway and station for which it is applicable. The cross sections will be submitted on 11" X 17" sheets and by PDF file.

**B23.21 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 digitally to the Contracting Agency as detailed in Article B4.

**B23.22 Proprietary Products.** No brand name material or product will be specified unless a Public Interest Finding (PIF) and associated sole source Department procurement authorization have been issued.

**B23.23 Material Certification List.** The Contractor will prepare a Material Certification List and annotate applicable personnel responsible for acceptance.

**B23.24 Erosion and Sediment Control Plan (ESCP narrative).** The Contractor will prepare an ESCP narrative using a template provided by the contracting agency.

**B23.25 Project Technical Elements Memorandum.** The Contractor shall prepare a technical memorandum detailing unusual features, elements, and specifications required for the project. This memorandum will detail how the features are being addressed by the project contract documents.

**B23.26 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.

**B23.27 Estimate.** The Contractor will submit an Engineer's Estimate with the Pre-PS&E review in AASHTOWare format. 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.

**B23.28 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.

**B23.29 Reviews and Schedules.** The Contractor will submit to the Contracting Agency the documentation as listed in Article B26.30. The 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.

### **B23.30 Pre-PS&E Deliverable Items.**

#### **Type of Document**

Final Design Study Report (DSR)  
Project Technical Elements Memorandum  
Plans, Specifications and Estimate - Plans (Half Size)  
Plans, Specifications and Estimate - Specifications  
Plans, Specifications and Estimate - Cross-Sections  
Plans, Specifications and Estimate - Estimate  
QC Documentation (Ex B-4)

In addition to the documentation outlined above, the Contractor shall provide the following:

- g. A memorandum with the recommended number of calendar days for the construction contract or a recommended construction contract completion date.
- h. A brief (one or two sentence description) of the work required to construct this project.
- i. A half-size black line paper plan set in the numbers stated in the list of Deliverable Items.
- j. Specifications, including the Special Notice to Bidders.
- k. Erosion and Sediment Control Narrative
- l. Project Technical Elements Memorandum.

The Final PS&E Assembly will consist of the final, sealed and signed Project Plans, Specifications, Engineer's Estimate, and supporting development documentation.

### **B23.31 Final PS&E Deliverable Items.**

#### **Type of Document**

Project Technical Elements Memorandum  
Plans, Specifications and Estimate – Signed Plans  
Plans, Specifications and Estimate - Specifications  
Plans, Specifications and Estimate - Cross-Sections  
Plans, Specifications and Estimate - Estimate  
QC Documentation (Ex B-4)

The submittal shall also include the following:

- a. A memorandum with the recommended number of calendar days for the construction contract or a recommended construction contract completion date.

- b. A brief one or two sentence description of the work required to construct this project.
- c. The finalized versions of all development documentation as presented in Article B28.
- d. A number of half-size sets stated in the list of Deliverable Items along with associated PDF file(s).
- e. Specifications, including the Special Notice to Bidders.
- f. Project Technical Elements Memorandum.

#### **ARTICLE B24 COMPLETION DOCUMENTATION – TASK 16**

**B24.1 Development Documents.** The original of all documents prepared by the Contractor during project development will be submitted with the Final PS&E assembly. 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.

**B24.2 Survey Data.** Survey data will be submitted electronically.

**B24.3 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.

**B24.4 Final Project Documentation.** Final Design Documentation will be submitted in PDF, word, or excel format. Services done on a computer will be submitted on standard paper and electronic files as detailed in Article B4.

**B24.5 Cross Section.** Each cross section will include the original ground and the roadway template as well as the roadway and station for which it is applicable. The cross sections will be submitted electronically.

#### **ARTICLE 25 ASSISTANCE DURING BIDDING – TASK 17**

**B25.1 General.** The Contractor will assist the Contracting Agency as requested during project bidding. Personnel that were in responsible charge for engineering and land surveying, and other personnel as necessary and appropriate, will be available to interpret and clarify documents prepared during project development and to assist the Contracting Agency with preparing any necessary addenda to the bid documents. When performing these services, the Contractor will not communicate about this project with any potential bidders for its construction.

**B25.2 Bidding Documents.** Within a month after the bid opening, the Contractor will submit to the Contracting Agency the original of all documents prepared or modified during bidding. The Contractor will keep a copy of these documents until construction is complete.

#### **ARTICLE B26 ASSISTANCE DURING CONSTRUCTION – TASK 18**

**B26.1 General.** The Contractor will assist the Contracting Agency as requested during project construction. Personnel that were in responsible charge for engineering, and other personnel as necessary and appropriate, will be available to interpret and clarify documents prepared during project development and bidding; to review and approve any necessary plans, drawing, submittals, and/or procedures; and to assist the Contracting Agency with preparing any necessary change documents. The Contractor will not communicate directly about this project with the successful bidder. All communication will be through the Contracting Agency

**B26.2 Documents.** Within a month after the Contracting Agency accepts the constructed project, the Contractor will submit to the Contracting Agency the original of all documents prepared or modified when performing the services for this task.

**B26.3 "As-built" Drawings.** The Contractor will prepare a set of record prints of the plans showing significant changes in the project made during construction based on marked-up prints, drawings and other data prepared by the construction contractor and its subcontractors and furnished by the Contracting Agency.