



Alaska Department of Transportation & Public Facilities REQUEST FOR PROPOSALS PACKAGE

(Procurement per Article 3 of AS 36.30)

PART

A

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

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

ISSUING OFFICE

Agency Contact & Phone No.....: Eric Verrelli, 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: **25233016**
Project Numbers-State/Federal.....: **SFHWY00069 / 0003224**
Project Site (City, Village, etc.).....: **Ketchikan**
Project Title & Contract Description: **KTN- Water St. Trestle No. 1 Improvements- Construction Administration Services**

The work of this contract is to provide construction administration services as described in the statement of services.

SCHEDULE & PAYMENT

Anticipated period for performance-Begin/End: January 01, 2023 to December 31, 2025

Estimated amount of proposed contract:

<input type="checkbox"/> Less than \$200,000	<input type="checkbox"/> \$200,000 to \$250,000	<input type="checkbox"/> \$1,000,000 or greater
<input type="checkbox"/> \$250,000 to \$500,000	<input checked="" type="checkbox"/> \$500,000 to \$1,000,000	
Proposed Method(s) of Payment:		
<input type="checkbox"/> Fixed Price Plus Expenses (FPPE)	<input type="checkbox"/> Firm Fixed Price (FFP)	<input checked="" type="checkbox"/> Cost Plus Fixed Fee (CPFF)
	<input type="checkbox"/> 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 30, 2022**

PREVAILING TIME: **4:00 PM**

HAND DELIVER PROPOSALS TO:

ATTN: Eric Verrelli
Chief of Contracts
Department of Transportation and Public Facilities
6860 Glacier Highway
Juneau, AK 99801-7999

Email to srdotpfcontracts@alaska.gov and
eric.verrelli@alaska.gov

*Received files will not be opened until after the
submittal deadline passes.

*If you have questions regarding submitting proposals, email or call Eric Verrelli at (907) 465-4420.

*When submitting proposals, please identify the project title and RFP number in the subject line of your email, or the outer envelope of the submittal package

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

SELECTION PROCEDURE

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

NOTICES

PART

A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Special Notices:

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

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

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



SUBMITTAL CHECKLIST

PART

B

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

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

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

- [] 8. Attach Criteria Responses (**except any Billing Rates or Price Proposals**) to Part D - Proposal Form. The maximum number of attached pages (**each printed side equals one page**) for Criteria Responses shall not exceed: **Thirty (30)**. 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. Electronic submission.
- [] 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: 5

Demonstrate the Offeror's 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 the statement of services is sufficiently explicit; are expressed or implied schedules attainable/economically feasible; etcetera? Explain. Define any assumptions made in formulating criteria responses.

2. Methods

2. Weight: 50

Outline the methods for accomplishing the proposed services or, if methodology is contained in the proposed statement of services, address its adequacy. Describe what, when, where, and how the work will be done. Identify the amount and type of work to be performed by any subcontractors. Consider how each task may be carried out and what services or interaction required from/with the Contracting Agency.

Identify any distinct and substantive methods for undertaking the proposed services such as specialized equipment or unique approaches or concepts relevant to the required services which the Offeror may use. Describe the Offeror's process for:

1. Using and issuing contract directives (provide an example of a directive);
2. Making payments based on a schedule of values (provide an example of a schedule of values);
3. Assuring Buy America compliance;
4. Managing requests for information (RFI), including how to address builder RFI use as a contract delay tactic; and,
5. Reviewing and using a builder's progress schedule and updates.

Include in your response a description of the Offeror's quality control process and how this process affects the quality of the deliverables. To establish what the Offeror considers quality deliverables, provide examples of a change order (including the supporting narrative document), an inspector daily report (daily work report), and a source document used to support a builder's payment.

3. Management

3. Weight: 15

Describe the administrative and operational structures that will be used for performing the proposed work. For example consider, who will have overall responsibility for the agreement and what will the lines of authority be? A graphic depiction is preferred in the response to this criterion. Additionally, the Contracting Agency may want to inspect work products in progress and have a close ongoing working relationship with project staff. Accordingly, describe how communications will be maintained between project staff and the Contracting Agency.

4. Proposed Project Staff

4. Weight: 25

Propose a project staffing plan for all essential functions necessary for efficient and effective completion of the work. Describe the work to be performed by the individuals named to perform essential functions and detail their specific qualifications and substantive experience directly related to the work. A response prepared specifically for this proposal is required. Response must name the individuals to perform contract management (single point-of-contact directly engaged in contract performance) plus any other professional/technical functions the Offeror deems essential to perform the services, including subcontractors. 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 agreement.

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

Continued Next Page

5. Workload and Resources**5. Weight: 0**

Discuss both current and potential time commitments of your proposed project staff to all clients. Discuss the projected workload of each firm (Offeror and proposed subcontractors) for all clients. 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: 5**

Describe no more than three (3) 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 provide a brief narrative of the successes of the projects. Address how the experience will help the Offeror's team perform under this agreement. 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.

7. Quality of Proposal**7. Weight: 0**

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.

PART

C

8.

8. Weight: 0

9.

9. Weight: 0

SECTION II - PREFERENCES

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

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

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

11. Alaska Bidder (Offeror) Preference

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

Weight shall be "0" if any federal funding, otherwise weight shall be at least "10".**11. Weight: 0**

To be granted this preference:

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

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

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

Rating will be as follows:

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

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

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

SECTION III - PRICE

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

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

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

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

12. Labor Billing Rates (Required Format)

12. Weight: 0

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

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

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

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

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

*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.....: **SFHwy00069/0003224**
 Project Title.....: **KTN- Water St. Trestle No. 1 Improvements- Construction Administration Services**
 RFP No.: **25233016**

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 & Office Location</u>	<u>AK Business License No.</u>	<u>DOT&PF DBE Certification No.</u>

ACKNOWLEDGEMENT

<u>Addenda</u>	<u>Date Issued</u>	<u>Addenda</u>	<u>Date Issued</u>
_____	_____	_____	_____
_____	_____	_____	_____

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.....: _____
 Title.....: _____

Date: _____
 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:SFHWY00069
Federal Project No: 0003224
Date Prepared: 12/06/2022

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

<u>Contract Amount</u>	<u>Combined Single Limit, Per Occurrence & Annual Aggregate</u>
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

IRIS Project No:	SFWY00069
Federal Project No:	0003224
Date Prepared:	October 11, 2022

Construction Administration: KTN Water Street Trestle No. 1

INDEX

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B11.0	Public Information
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B14.0	SWPPP Review Coordination

ARTICLE B1.0 DEFINITIONS

B1.1 The Department – The Alaska Department of Transportation and Public Facilities, also the Contracting Agency.

B1.2 Conformed Contract – The bound contract documents containing the plans, specifications and special provisions, addenda, the fully-executed contract, payment and performance bonds, EEO forms, completed bid schedule and other contract provisions.

B1.3 Construction Contract – The signed agreement between the Department and the Construction Contractor for the proposed project(s). This document is contained in the Conformed Contract.

B1.4 Construction Contractor - The organization or company under contract with the Department for construction of the project(s) and responsible for providing all labor, materials and equipment needed to construct the project(s) in accordance with the Construction Contract.

B1.5 Construction Engineer - The Department's Regional Construction Engineer in charge of the Department's construction section. This person has the delegated authority to make decisions and resolve disputes regarding the Consultant and Construction Contractor(s) that cannot be resolved by the

Department's Project Manager or Construction Group Chief.

B1.6 Construction Group Chief – The Department's Group Chief supervising the Department's Project Manager for the project being constructed. This person has the delegated authority to make decisions and resolve disputes regarding the Consultant and Construction Contractor(s) that cannot be resolved by the Department's Project Manager.

B1.7 Consultant – The individual, firm, or organization providing the construction administration, engineering, inspection, and materials testing services specified in this Professional Services Agreement.

B1.8 Contract Manager – The Department's authorized representative responsible for management of this Agreement. The Contract Manager may be the Department's Project Manager.

B1.9 Contracting Officer – The person authorized by the Commissioner to enter into and administer this Agreement, and the Construction Contract, on behalf of the Department.

B1.10 Critical Path Method (CPM) - An algorithm for scheduling a set of construction project activities. It is commonly used in conjunction with the program evaluation and review technique (PERT). The critical path is determined by utilizing the Longest Path Method of dependent activities and measuring the time in days required to complete them from start to finish as defined by the American Association of Cost Engineers (AACE) International Recommended Practice No. 49R-06.

B1.11 Design Project Manager – The Department's engineer in charge of the design and preparation of the plans and specifications for the project.

B1.12 Engineer-in-Charge (EIC) – The Department's authorized part time field representative with the skills and experience to provide day-to-day procedural and technical assistance to the Consultant's staff, and who will provide field inspection of the construction project and the Consultant's field operations on behalf and when requested by the Department's Project Manager. The EIC will also review and participate in the approval process of Consultant invoices.

B1.13 Engineer-of-Record – The professional engineer who has placed his/her official stamp on the design plans and specifications for the project(s).

B1.14 Notice to Proceed (NTP) – A Department-prepared document authorizing the Consultant to begin work under this agreement.

B1.15 Partnering – A team building process involving the Department, the Consultant, the Construction Contractor and their subcontractors, and other stakeholders in the project(s). The model for Partnering is contained in the Associated General Contractor's book *Partnering - A Concept for Success*, and the program as practiced by the Corps of Engineers.

B1.16 Project – The specific section of the airport, bridge, pathway, structure, utility or road together with all appurtenances and construction to be performed thereon under this agreement, as per the Construction Contract between the Department and the Construction Contractor and defined in the Construction Contract documents containing the plans, specifications and special provisions.

B1.17 Project Engineer – The Consultant's engineer who will be the Department's on-site representative responsible for the day-to-day administration of the Construction Contract. Also the Engineer as defined within the Construction Contract documents and the specifications, the Engineer is responsible for the administration of the Construction Contract. The Project Engineer shall report directly to the Department's Project Manager, and be physically located at the site of the project's work. The Project Engineer shall also be in charge of the project office and responsible for all work performed by the Consultant's employees under her/his direction. This position is typically held by an Engineering Assistant III (EA III) or Engineering Associate (EA).

B1.18 Project Manager

B1.18.1 For the Department, the Project Manager, along with the Project Engineer, are the Contracting Officer's authorized representative responsible for management of the Construction Contract, and the day-to-day administration of this Agreement. The Department's Project Manager manages the Project Engineer.

B1.18.2 For the Consultant, the Project Manager is the authorized representative in the Consultant's main office who will manage, supervise and discipline the Consultant staff, and coordinate the needs of the project(s).

B1.18.3 For the Construction Contractor, the Project Manager is the authorized representative of the Construction Contractor responsible for management and coordination of the project(s) through his field Superintendent.

B1.19 Quality Assurance Engineer – The Department's Quality Assurance Engineer is responsible for assuring that all the project records are prepared and maintained, and all testing is performed in accordance with agency standards and those of federal funding partners such as the Federal Aviation Administration (FAA), the Federal Highway Administration (FHWA) or other Federal Agencies.

B1.20 Regional Materials Engineer – The engineer in charge of the Department's Regional Materials Laboratory.

B1.21 Stakeholder – a Department section, Municipality, Utility or other entity that has an interest in the project and monitors efforts during the construction and / or has an interest in the outcome of the project. Examples would be the Department's maintenance section, environmental section and traffic control section, or Municipal or City signal operators and utility operations, and utility companies.

B1.22 Subconsultant – an individual or legal entity as a firm or organization independent and separate from the Consultant to whom or to which the Consultant has sublet part of the Consultant's staffing and/or responsibilities as specified in the Professional Services Agreement, where there is a separate independent agreement for performing those services with the Consultant.

B1.23 Superintendent – or Field Superintendent, the Construction Contractor's on-site representative, the individual in charge of the Construction Contractor's activities, and single point of contact for the Project Engineer.

Also see the Definitions included in the Specifications and the Special Provisions of the Construction Contract and the Alaska Construction Manual (ACM).

ARTICLE B2.0 SUMMARY OF CONTRACT SERVICES

B2.1 Construction Administration Services:

Provide the following services:

- Project Engineering
- Office Engineering
- Materials Testing & Inspection
- Grade Inspection
- Structural Inspection
- Storm Water Pollution Prevention Plan (SWPPP) Inspection
- Electrical Inspection
- Telecommunication / Electrical Utility (Utility) Inspection
- Construction Surveying
- CPM Schedule Analysis
- Digital CAD modeling analysis for quantities

ARTICLE B3.0 PROJECT DESCRIPTION

B3.1 The work of this contract is to provide construction administration services for Water St. Trestle No. 1 Improvement project.

The project can be described as replacement of the Water Street Trestle No. 1 bridge structure (No. 389) with an MSE wall. Construction work includes new utilities, pavement and sidewalks.

ARTICLE B4.0 ADMINISTRATIVE REQUIREMENTS

B4.1 Minimum Qualifications: Provide staff meeting the qualifications in and comparable in salary to the State of Alaska Job Class Specifications, identified as follows.

Management Staff:

- Contract Manager Engineer/Architect II/III
- Project Manager Engineer/Architect II

Field Staff:

- Project Engineer Engineering Associate or Engineering Assistant III
- Office Engineer Engineering Assistant I/II or Engineering Technician, Journey
- Materials Technician Engineering Assistant I/II or Engineering Technician, Sub-Journey III
- Grade Inspector Engineering Assistant I/II or Engineering Technician, Sub-Journey III
- Structural Inspector Engineering Assistant I/II or Engineering Technician, Journey
- ~~SWPPP Inspector Engineering Assistant I or Engineering Technician, Sub-Journey III~~
- Electrical Inspector Engineering Assistant I or Engineering Technician, Sub-Journey III
- Utility Inspector Engineering Assistant I or Engineering Technician, Sub-Journey III
- Construction Surveyor Engineering Assistant I/II or Engineering Technician, Journey

Support Staff:

- CPM Analyst Engineering Assistant I/II or Engineering Technician, Journey

~~• AutoCAD Technician Engineering Assistant I/II or Engineering Technician, Journey~~

All personnel working in the field shall have valid drivers' licenses appropriate for the vehicles being operated. These will be verified and kept current for the life of the Project.

B4.2 CPM Analyst Qualifications – Subconsultant or staff person proficient in the use of Oracle's Primavera P6 Project Management software to verify the critical path and evaluate Contractor delay calculations for conformance with CPM scheduling best practices. The CPM Analyst must be able to review the Construction Contractor's Baseline Progress Schedule (BPS) and Monthly Progress Schedule Updates (MPSU). Per AACE 49R-06, "Identifying the critical path requires an understanding of the methods and algorithms used by the various software platforms in producing the CPM calculations." The CPM Analyst is not expected to be onsite in the field, and this person can work remotely. See B13.0 Scheduling.

~~**B4.3 Alaska Certified Erosion and Sediment Control Lead (AK-CESCL) Qualifications:** The Project Engineer, Chief Grade Inspector, and SWPPP inspector shall all hold current certification as Alaska Certified Erosion and Sediment Control Lead (AK-CESCL). Other Certifications published on the Department's Construction website under the title "AK-CESCL Equivalent Certifications" will also be acceptable.~~

B4.4 Materials Sampling and Testing Qualifications: Any staff that will be sampling or testing materials on a Project shall be qualified by the Western Alliance for Quality Transportation Construction (WAQTC) in all tests required by the Contract documents and have two years of related experience.

When a nuclear density gauge is included in the requested services, the operator shall be licensed in accordance with the Nuclear Regulatory Commission requirements to operate and transport the gauge.

B4.5 First Aid and Cardiopulmonary Resuscitation (CPR) Qualifications: As required by Section 6.4 of the ACM, the Project Engineer must turn in a copy of a current first aid card and certificate in cardiopulmonary resuscitation to the Department's Project Manager.

B4.6 Project Staff: 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:

Name

Project Responsibilities

**ENTER NAMES OF CONTRACTOR'S &
SUBCONTRACTOR'S KEY STAFF**

Flexibility of inspectors and the ability to do more than one type of inspection is very desirable.

B4.7 Changes: The Consultant may fill more than one position with a single qualified individual where it is cost effective. Once identified in a proposal for an individual project, the principle staff working on that project shall not be changed without the prior written consent of the Department's Project Manager.

Increase or decrease of Consultant field staff should be identified as soon as is possible, but need not be identified for this agreement. It is anticipated that additional field staff will be required as the Construction Contractor begins operating with more than one work heading, starts multiple shifts, and materials tests are required at more than one location at the same time because of increased Construction Contractor productivity.

Staff changes shall be accomplished by submitting a letter with resumes defining the reasons for the change and requesting approval for the change. If there a staff substitution needs to be made, whether temporarily or permanently, the new Consultant staff person shall meet the minimum qualifications of Article B4.0 and be experienced in the assigned task. Any changes in staff will also have to be approved by the Department's Project Manager.

B4.8 Availability: At all times employ sufficient knowledgeable, skilled and experienced personnel and adequate equipment for prosecuting the work to full completion in the manner and time required by this Agreement. All staff members must be available for sufficient hours to match the Construction Contractor's schedule.

Project staff should be available to work at least 60 hours per week and up to seven (7) days per week. However, the staff position's time shall be no longer than necessary to inspect the work, not necessarily concurrent inspection.

The Project Engineer shall be available 24/7/365 when assigned to a Project. Other staff shall be available as needed based on the Construction Contractor's operations.

The Project Engineer and the Office Engineer will remain available until all Construction Contract work and the Final Closeout Package has been accepted by the Department. The Final Closeout Package cannot be accepted until all physical work on the project is complete including final stabilization and termination of coverage under the Alaska Pollutant Discharge Elimination System (APDES) Construction General Permit for construction stormwater. This may take up to a year following substantial completion of the project.

Night shifts may be a possibility. Some inspectors may not be needed for the whole life of a construction project.

B4.9 Overtime Use: Overtime should be used judiciously. All work in excess of 40 hours per week must be approved in advance on Department provided overtime request forms. Overtime authorization requests will be submitted monthly to the Department's Project Manager. Overtime authorizations must be approved prior to the overtime being worked in order to be billed at an overtime rate. The Consultant shall be prepared to split shift to keep overtime to an average ten hour day for each staff member. Exceptions shall be discussed in advance with the Department's Project Manager.

In no case shall the project staff work longer than the Construction Contractor's hours of operations, or more than approved by the Department.

B4.10 Staff Mobilization: Consultant move in and move out dates for field staff and equipment will be negotiated as necessary.

B4.11 Travel and Per Diem: The Department, subject to the Department Project Manager's approval, will pay for Consultant staff on per diem to make a roundtrip from the project to the Consultant's home office in Alaska once every 90 days. Wages, Per Diem and travel time cannot be charged to the project for Consultant staff when off the project unless pre-approved by the Department's Project Manager. Trips may not accumulate from one (1) 90-day period to the next if not used.

B4.12 Notice to Proceed: Provide services as identified and authorized by sequentially numbered Notice-to-Proceed (NTP). Do not perform services or incur billable expense except as authorized by a NTP.

B4.13 Billing Reports: Provide a two-page (typical) report with each monthly billing for months in which services are performed. Specifically describe the services and other items for which the billing is submitted and estimate the percent the services are complete. If included in the current billing, clearly explain delayed costs from previous billing periods in the report.

B4.14 Correspondence: Include the Department's assigned Project name and numbers (State & Federal) on correspondence prepared by the Consultant.

B4.15 Consultant Name on Documents: Logos are not allowed on any electronic or hard copy document produced for the Department, except Consultant letterhead.

B4.16 Revisions: Modify work products in response to direction from the Contracting Agency. Consider as a normal part of the CONTRACTOR's services corrections, adjustments, or modifications necessitated by the

review/approval process, but which do not substantially affect the scope, complexity, or character of the services.

B4.17 Errors and Omissions: Except as described in this Statement of Services, ensure work products are essentially complete when submitted to the Contracting Agency. Work products having significant errors or omissions will not be accepted until such problems are corrected.

On Federally funded projects, failure to perform proper inspection or obtain required documentation may result in non-participation determinations of Federal Highway Administration or Federal Aviation Administration funding.

If failure to meet any requirement of the specific agreement for a project assignment results in non-participation by a federal funding agency, then an amount equal to the amount of non-participation funding required up to the amount earned under this agreement will be deducted from the amount paid under this agreement.

On state only funded and federally funded projects if it is determined there is negligence on the part of the Consultant due to improper SWPPP inspection or SWPPP reporting that results in penalties against the Department from the Department of Environmental Conservation, that will result in a deduction of in the same the amount of those penalties from moneys due to the Consultant.

All costs for untimely inspection, testing, deficiency corrections, or claims of impacts by the Construction Contractor because of the Consultant's negligence will be deducted from moneys due to the Consultant.

All costs to correct Consultant work products will not be paid by the Department.

ARTICLE B5.0 RESPONSIBILITIES OF THE CONSULTANT

B5.1 General: Provide to the satisfaction of the Department construction administration, engineering, inspection, and materials testing services in accordance with the ACM, Alaska Test Methods Manual (ATMM), and the Construction Contract. All items of work shall be subjected to management, engineering and inspection procedures in accordance with the current editions of:

- Construction Contract Plans, Specifications, and Special Provisions, included permits and agreements;
- All manuals, methods and procedures cited in the Construction Contract;

- All federal and state laws and regulations that apply to the work and the workmen, including the State of Alaska Procurement Code (AS 36.30);
- The Department's policies, publications, manuals, and Regional Instructional Memoranda (reference Article B11.0);
- All other standards as may be required by the Construction Contract and applicable regulatory agencies; and
- FHWA Core Curriculum.

The Consultant shall:

- become familiar with the Construction Contract and the conformed set of plans, specifications and the special provisions;
- monitor the Construction Contractor's activities and perform all administrative duties in accordance with the ACM, instructional memos, the Construction Contract and standard procedures;
- measure quantities of all construction pay items and force account work;
- perform tests and inspections of materials and workmanship;
- produce the periodic and final payment estimates and reports; and
- document all work to the standards of the Department's Quality Assurance Section, as required by and in compliance with the Construction Contract, the ATMM, the ACM and Regional Instructional Memoranda.

B5.2 Management: The Consultant's Project Manager shall be responsible for tracking their involvement, staffing, time, costs and expenses. Quality control of the Consultant's own work effort will be accomplished in accordance with the Consultant's usual and customary management practices. The Consultant's Project Manager will be responsible for and involved with the resolution of staffing needs and personnel problems.

The Consultant is responsible for the managing, supervising, and scheduling of its staff and subconsultants. However, the Department expressly retains the right to order the removal of any person who does not perform in a polite, proper and skillful manner, or is intemperate or disorderly. The Department Project Manager will provide the Consultant with a written removal order prior to removal of Consultant personnel. The Consultant shall remove the specific employee from the Project as soon as practicable, but in no case longer than 24 hours, after receipt of written notification. If the Consultant fails to remove such person as required above, or fails to furnish suitable and sufficient personnel for the proper prosecution of the work, the Department may suspend the Consultant's work by written notice until in compliance. All costs to the Department for delay as a result of suspended work, or provide substitute staff, may be deducted from any moneys due to the Consultant.

B5.2.1 Subconsultants: The Consultant will be wholly responsible for their subcontracted work, and shall ensure

that their subcontractors also meet the requirements of this Agreement. Communication, representation and resolution of all issues with Subcontractors will be through the Consultant.

B5.3 Certification: The Consultant shall certify in writing to the Construction Engineer at the end of the Project that the Construction Administration Services were performed by the Consultant in conformance with the provisions of the Construction Contract.

B5.4 Information Furnished by the Consultant: The Consultant is required to purchase subscriptions (if necessary) to:

- Rental Rate Blue Book for Construction Equipment from Equipment Watch.

ARTICLE B6.0 PROJECT ENGINEER'S AUTHORITY AND RESPONSIBILITY

B6.1 Commencement of Work: Begin work on the Project within five working days after receipt of written Notice-to-Proceed from the Department.

The Project Engineer will be on-site every day that the Construction Contractor is working and be available at all times during the Construction Contractor's working hours via cellular telephone.

B6.2 Project Reporting: Report to and be directly responsible to the Department's Project Manager. The Department may also elect to assign a Department Engineer-in-Charge (EIC) responsible for providing day-to-day procedural and technical support to the Consultant as required and to conduct field inspections of the work and performance by the Consultant.

B6.2.1 Project Engineer's Daily Report: Keep the Department's Project Manager informed of project status and of relevant changes at all times. The Project Engineer shall prepare a daily report for the Department's Project Manager describing weather, contractor and subcontractors on site, construction personnel on site, visitors to the work site, work items in progress/completed, the day's operations and observations, noteworthy conversations and correspondence, and any and all significant issues or potential problems.

Write objective statements of observed facts rather than opinions, conjecture, emotions, or other irrelevant information. Include in each report: photographs, descriptions of work progress, specific problems encountered, corrective actions taken, general observations, and all other information pertinent to the execution of the Construction Contract.

Submit Project Engineer's daily reports via email to the Department's Project Manager within 24 hours of

completing that day's work shift. Use an email template for these reports if provided by the Department.

B6.2.2 Semimonthly Construction Progress Update: Twice per month the Project Engineer shall submit construction progress updates in accordance with Section 10.5 of the ACM using form 25D-057. Prepare reports concurrently with Construction Contract progress estimates for Construction Contractor payment. Construction progress reports are due at the time the pay estimate is submitted to the Department for approval.

B6.2.3 Semimonthly Engineering Budget Report: Twice per month the Consultant shall submit construction engineering budget reports. The reporting periods run from the 1st through the 15th and 16th through the month's end. Reports are due no later than the end of the following reporting period. Invoices submitted within the timeframe for the construction engineering budget reports may be substituted if approved by the Department.

B6.2.4 Project Records: Maintain and perform record keeping during the project while under construction such that finalizing the Construction Contract and submitting the records to the Regional Office Engineer or Quality Assurance Engineer for interim or final reviews can be obtained within the requirements of this Contract and within the allotted Agreement schedule and budget.

B6.3 Change Orders: Prepare a Request for Proposals for the Construction Contractor and prepare a detailed independent cost estimate of the changes, prior to obtaining the Construction Contractor's cost.

Prepare Change Orders for the Department's approval in order to avoid delays to the Construction Contractor. When required, prepare Interim Work Authorizations (IWA) for the Department's approval and convert IWA's into Change Orders as soon as practicable but no later than March 31 in the year after the IWA was issued (see section 13.4 of the ACM).

The Consultant is not authorized to commit the Department to any additional costs or Contract time extension either verbally or in writing without approval from the Department, which may be verbal, by a person delegated procurement authority for the estimated cost of the change. The requirement for Department approval includes changes that increase quantities of existing bid items. Changes up to \$75,000 may be approved by the assigned Department project manager or any one of the other managers if she or he is unavailable. Changes estimated to between \$75,000 and \$250,000 must be approved by the Group Chief, and between \$250,000 and \$400,000 by the Construction Engineer. Changes to Contract time must be approved by the Construction Engineer. Changes estimated greater than \$400,000 require approval of the Director. Changes may not be split into multiple items in order to avoid higher level approval.

"No cost" Change Orders that add, delete, or change quantities of pay items are also subject to the above procurement approval levels. When a Change Order includes credits to the Department or quantity reductions that reduce the total Change Order amount, the procurement approval thresholds above apply to the value of each individual pay item or pay quantity included in the Change Order. Changes should not be combined, unless approved by the Department's Project Manager, such that the total value of the combined changes results in a "no cost" Change Order.

~~**B6.4 Storm Water Pollution Prevention Plans:** The Consultant's Project Engineer will be delegated signature authority to certify the SWPPP and to sign Construction General Permit (CGP) related documents on behalf of the Department. The Project Engineer is responsible for signing the certification statement on SWPPP Construction Site Inspection Report form 25D-100. The Project Engineer is responsible for reviewing and ensuring the accuracy of SWPPP Construction Site Inspection Reports.~~

B6.5 Coordination and Meeting Attendance: Coordinate with Department staff and other agencies as required. The Consultant will contact and brief the Department Project Manager on a regular basis (see B5.2.1), at least weekly, by telephone on issues and progress on the job. Information can also be transmitted by E-mail. Attend the Preconstruction Conference. If a post award informational community meeting is held, attend this meeting along with the Department and Construction Contractor. Actively participate in any Design Project Manager hand-off meeting, Partnering session, Post Mortem, and any other project specific meetings.

B6.6 Submittals: The Project Engineer is responsible for approving submittals. The Project Engineer is responsible for reviewing all submittals for completeness before forwarding them on to any other reviewer.

B6.7 Alaska Navigator Updates: Provide updates to the Navigator online public notification system (www.alaskanavigator.org) before any major changes, delays, lane restrictions, or road closures. Additional notices shall be updated weekly. The Department's point of contact for the Navigator system is the Department's Public Information Officer.

B6.8 Project Closeout: Final closeout will be performed by the Consultant. Prepare the Final Construction Report and deliver it to the Quality Assurance unit within 90 days of the issuance of the Letter of Project Completion described in the Construction Contract. The report deliverables shall include an external drive with a complete copy of the electronic project file, digital photo and video documentation. Include project email if requested.

Following this submittal, the effort required to complete Contract services includes:

- completing as-built drawings;
- responding to the final review memo of the final closeout package;
- responding to the materials review memo and securing the Materials Diploma; and
- correcting all discrepancies found with the review of the Final Construction Report.

Completion of the Contract services occurs when the Quality Assurance unit provides final acceptance of the Construction Contract and the Consultant's Certification is provided.

Once final acceptance is issued for the Construction Contract, Consultant services will be completed and a final invoice expected within 30 days of the final acceptance letter.

ARTICLE B7.0 MATERIALS TESTING AND INSPECTION SERVICES

B7.1 General: The Consultant is responsible for all Informational and Acceptance materials testing in accordance with the *Project Minimum Testing Requirements* issued by the Department's Quality Assurance Engineer for the Project, except as noted otherwise herein.

B7.2 Sampling and Testing Requirements: Perform sampling and testing for Information and Acceptance of materials. Refer to Subsection 11.4 of the ACM for a description of Quality, Information, Acceptance, and Independent Assurance sampling and testing. All tests shall be performed in accordance with the latest revision of the appropriate methods adopted by: the Western Alliance for Quality Transportation Construction (WAQTC) Field Operating Procedures (FOPs); the American Association of State Highway and Transportation Officials (AASHTO); the American Society for Testing and Materials (ASTM); or the Alaska Test Methods Manual (ATMM), as detailed in the Project specifications. Materials testing reports and summaries will be on the Department's forms. Technicians performing acceptance testing must have current WAQTC qualifications for each test they do for acceptance.

B7.3 Field Lab Equipment: The Consultant shall maintain and check calibration of all materials testing equipment provided by the Department.

The Consultant shall furnish all sampling and testing equipment in good working order, properly calibrated, and meeting the AASHTO, ASTM, or ATM requirements for the specified test procedure. Any laboratory equipment to be used for materials testing must be inspected and approved by the Department's Materials Rover prior to utilization. Calibration/verification of the Consultant's field

lab testing equipment shall be subject to the Department's approval. The field labs will be reviewed and determined to be qualified by the Department's Quality Assurance Materials Rover. Equipment not approved shall be repaired or replaced immediately. The Materials Rover may also witness tests being performed to verify that proper procedures are being followed. Cooperate in any such inspection of the lab equipment, facilities, or testing operations.

B7.4 Assurance Testing: Cooperate with the Department in obtaining and splitting samples for Independent Assurance Tests, and/or splitting samples for test comparisons as required by the Construction Contract. Cooperate with the Department's Quality Assurance Material's Rover, and Regional and/or Statewide Materials sections.

B7.5 Testing Frequency: Minimum testing frequency of materials shall be according to the *Project Minimum Testing Requirements*. Take informational tests only at the written request of the Department's Project Manager. Transmit copies of all test results using Department test reporting forms to the Department's Project Manager on a weekly basis.

B7.6 Timeliness: All materials sampling and testing must be determined in a sufficient amount of time so as not to adversely impact the Construction Contractor's work progress. The results of the acceptance testing performed by the Consultant shall be reported to the Construction Contractor as soon as practical and no longer than 24 hours after samples have been obtained.

B7.7 Corrective Actions: When Independent Assurance Tests differ from the corresponding acceptance test run by the Consultant, the Department's Materials Rover will re-inspect the Consultant's field lab and review testing procedures with the Consultant's materials technician. Together they will discuss the test procedures with the Department Regional Materials Laboratory Supervisor. If a reason for the difference is established, the Department's Regional Materials Engineer will issue a Statement of Determination. If a reason for the difference cannot be ascertained, then both the Consultant and the Regional Materials Laboratory will test a second split sample. The Consultant shall then take corrective action as directed by the Department's Project Manager to assure that proper testing procedures are maintained.

B7.8 Out-of-State Inspection and Testing: The Department will provide inspection and testing services for materials and equipment fabricated outside of Alaska, unless otherwise agreed. If out-of-state inspection and testing is required, the Consultant shall notify the Department Project Manager in a timely fashion.

B7.9 Nuclear Density Testing: In-place density testing will be performed by the Consultant using a nuclear density meter provided by the Consultant. The

Consultant shall comply with all Nuclear Regulatory Commission (NRC) requirements. Consultant staff whose duties include using the nuclear density meter may be required to attend the Department's 8-hr Safety Conscious Workplace Environment (SCWE) training for radiation workers.

ARTICLE B8.0 PROJECT RECORDS

B8.1 General: The original or a copy of all correspondence and documents will be forwarded to the Department's Project Manager.

When requested, immediately make available to the Department any and all project records.

Return to the Department all original calculations, survey notes, engineering or other data provided by the Department. Provide written certification therein of all as-built conditions, as-built calculations, maps, engineering data, records, final estimates and any other engineering data produced by the Consultant.

B8.2 Interim or Concurrent Review: Interim project records and laboratory reviews may be performed by any member of the Department, including the Project Manager, the Regional Office Engineer staff, and the Quality Assurance Unit. Reviews may be done either at the Project office or by electronic file transfer at any time during the project, except for the final review, which will be conducted after completion of the Project and after receipt of all Project records by the Quality Assurance Unit. Correct and/or respond to any review deficiencies noted in the recommendations of the Regional Office Engineer or Quality Assurance Engineer. Any corrections or responses shall be accomplished within seven calendar days of receipt of the review comments.

B8.3 Document Ownership: Documents prepared by the Consultant in performing the terms of this Agreement shall be delivered to and become the property of the Department prior to final closeout of this Project or as directed by the Department's Project Manager. The original documents shall at all times be the property of the Department. The Consultant will be given the opportunity to make such copies of these records as may be desired.

B8.4 Electronic Project File: Maintain a complete electronic project file of all project documentation at the project office to facilitate concurrent review with reduced travel. This file excludes email and digital photo and video documentation which must be maintained in separate electronic files. In addition, provide offsite backup of the electronic files.

The Electronic Project File shall be maintained concurrently with project documentation. PDF copies of all documents generated should be added to the electronic project file at the time the document is generated. These documents shall be added no later than

the end of the progress estimate period in which they were generated. Working copies and drafts shall be segregated from finalized project documents. It is recommended to keep drafts or working copies in a separate subfolder from finalized documents. Use the word "draft" in the file name of any draft document and the words "working copy" in the file name of any file modified by project staff.

Use a chronological file naming convention that includes the last five digits from the IRIS project number for all electronic files. For example: YY DD File name #####. For correspondence file names it is recommended to use as few words as possible to provide sufficient detail to identify the gist of the document.

The Department may request copies of the electronic project file for interim review. Submit the copy on a single external drive. The copy shall be a complete record through the most recent progress estimate issued prior to the request. A copy may be requested at any time, but typically will be requested after the 3rd progress estimate. On multi season projects copies may also be requested upon seasonal suspension of work. Provide the copy within five (5) working days of the request unless a greater time is approved by the Department's project manager.

Cloud based file storage hosted by a third party is acceptable as a backup only. Cloud based file storage is not endorsed by the State of Alaska because it is a security risk and may not be used for transmittal of electronic files to the Department.

B8.5 Digital Photographic and Video Documentation: Maintain an electronic file of all photographic and video documentation of the project. Organize this documentation in such a way that it can easily be correlated to reports and source documentation. It is recommended to set up digital photo and video devices to name files using a chronological naming convention such as YYMMDDhhmmss. Provide backup and submit copies of the Digital Photographic and Video Documentation as required for the Electronic Project File. Detailed videos of the Project shall be taken before the start of construction, during construction, and after completion of the construction.

B8.6 Email: Project staff shall organize email related to the project in a project folder so that all email relating to the project can be easily exported for use by the Department. Export and submit email immediately upon Department request.

B8.7 AASHTOware Project Construction and Materials: Use the AASHTOWare to manage and record information throughout the entire contract and construction cycle.

B9.1 General: Monitor the Construction Contractor's operations that affect the safety of the workers, the public, and the Consultant's and Department's employees. This includes all industry standards for such items as confined space entry, trenching, lifting, elevated and suspended loads, work zone spacing and separation, lighting, traffic maintenance and vehicle separation, suspended inspection operations, and the management of Nuclear Moisture-Density Gauges. If the project staff observe or become aware of operations which are believed to be unsafe for workers, the public, structures, or other works, immediately notify the Construction Contractor. Also call to inform the Department's Project Manager. If the Construction Contractor does not voluntarily take acceptable corrective action, discuss the situation with the Department's Project Manager. The first option is to ask for assistance from the Department's Safety Officer, and / or to call for assistance from the State Department of Labor's OSHA Program. The Project Engineer has the authority and responsibility to suspend by directive any operation believed to be unsafe until such time as appropriate safety measures can be employed. The authority to suspend by directive the unsafe operation should be used with great care, and discussed with the Department Project Manager if possible prior to such a directive. The Department Project Manager shall be notified immediately of any shutdown directive. Only the unsafe operation shall be suspended, not all work on the Project.

B9.2 Accident Reporting: Accidents within the work zone shall be reported immediate to the Department's Project Manager. Fill out the Work Zone Accident report form (25D-123).

B9.3 Assist other Departments: Assist in the implementation of any safety orders issued by the Department of Labor or other enforcement agencies.

B9.4 Meetings: Attend the Construction Contractor's safety meeting at least once each month, or more often if requested by the Construction Contractor or the Department's Project Manager.

Hold or participate in monthly safety meetings with Consultant staff. Maintain minutes of the safety meetings in the Project files.

B9.5 Equipment: Furnish and maintain proper safety and first-aid equipment for all Consultant employees. Follow all safety regulations and requirements.

B9.6 Unsafe Conduct: Any Consultant employee who refuses to follow the safety rules established by the Department or for the Project shall be replaced upon written notice from the Department's Project Manager. Refusal to wear seat belts when operating any vehicle on the Project, failure to wear hard hats, safety vests, and other safety equipment, and similar violations are grounds for removal of Consultant employees from the Project.

ARTICLE B9.0 SAFETY

ARTICLE B10.0 EQUIPMENT

B10.1 General: Provide all materials and equipment necessary to perform the duties of the services performed. Equipment may include, but is not limited to:

- office telephone(s);
- office furniture, such as desks, tables, chairs, and at least one conference table, or its equivalent, which is capable of seating eight (8) people;
- computer equipment and software as needed;
- E-mail capability;
- Multi-function printer(s) capable of performing copy, scan, and fax functions of 11x17 plan sheets in either black or color ink;
- cell phone for each person assigned to the project;
- a GoPro or equivalent video camera; and
- digital cameras for each inspector.

Only supplies that will be consumed during the life of this Contract will be authorized. The Department's Project Manager must review and approve all requests for purchases that are to be billed against this Contract. These items will become a part of the negotiation process, and will become a document for reference under Appendix C of the Agreement. If the Consultant should choose to rent what is necessary, then the rental receipts shall be submitted for payment. Commodity purchases must be pre-approved by the Department's Project Manager.

The purchase / rental and use of equipment must be for the length of the Contract. Equipment under \$500 may be considered an expendable item. Reimbursement for equipment over \$500 shall be negotiated at a pro-rated expenses of two-thirds of the invoice for purchases, or paid as a documented / agreed to rental rate.

Routine expenses for operation of the Consultant's home office for such items as miscellaneous office supplies, stamps, postage, copying fees, phones and long distance service, etc., shall be as negotiated and become a part of Appendix C of the Agreement, as well as the routine expenses to operate the field project office. All of the field office routine expenses are reimbursable.

B10.2 Field Lab: Provide a fully equipped materials testing facility including a suitable trailer or rented space. Provide all supplies and equipment required to conduct acceptance sampling and testing according to the methods specified in the Construction Contract and Materials Sampling Testing and Frequency table (MSTF) for the materials included in the Construction Contract. The materials testing facility shall be equipped in accordance with the ACM.

B10.3 Vehicles: The Construction Contractor will provide two vehicles under the terms of the Construction Contract for the transport of inspectors between the Project office and the work site and for the transportation of samples and testing equipment. The Consultant will

provide additional vehicles if approved by the Department's Project Manager. No payment will be made for travel between living accommodations and the Project office. Be sure that each vehicle has a warning beacon attached to the vehicle and with an attached magnetic sheet showing the Consultant's company name and telephone number on each side of the vehicles. The Consultant shall carry insurance for vehicles provided by the Construction Contractor and the Consultant. Personal use of Construction Contractor or DOT vehicles is prohibited. See the Department's Policy and Procedure 11.04.010 for more information.

B10.4 Office: The Construction Contractor will provide a project office under the terms of the Construction Contract for the construction contract administration work performed by the Consultant.

ARTICLE B11.0 PUBLIC INFORMATION

B11.1 Conduct: Treat the public with respect and courtesy at all times. Treatment of the public with disrespect or in an adverse manner shall be grounds for immediate removal of a Consultant's employee from the Project.

B11.2 Complaints: Make reasonable effort to resolve any complaints and/or inquiries from the public, property owners, or other governing agencies before contacting the Department. Forward unresolved complaints to the Department's Project Manager.

B11.3 Public Information: If the Construction Contract documents require public information dissemination by the Construction Contractor, coordinate this work between the Construction Contractor, the Consultant, and the Department's Public Information Officer and Project Manager.

B11.4 Media: All contact with the media regarding the Project will be handled by the Department's Public Information Officer, without exception. Make sure inspectors are aware of and follow this Department practice. The Consultant shall assist the Department in preparing press releases, attending public meetings, or disseminating information pre-approved by the Department's Project Manager.

ARTICLE B12.0 INFORMATION FURNISHED BY THE DEPARTMENT

B12.1 General: The current editions of the items listed below are available from the Department:

B12.1.1 Standards, Policies, and Regulations: At a minimum, these are some of the standards, policies, and regulations of the Department;

- Publications, Chief Engineer's Directives, and forms from the Department

(<http://www.dot.state.ak.us/stwddes/dcspubs/index.shtml>)

- The Department's Policies and Procedures (http://dot.alaska.gov/admsvc/pnp/policy_and_procedures.cfm)
- Regional Instructional Memoranda
- The Department's ADOT&PF Safety Manual
- Alaska Department of Transportation and Public Facilities *Alaska Test Manual*
- AASHTO Test Methods; WAQTC Field Operating Procedures (FOPs) for AASHTO tests; and ASTM Test Methods
- Alaska Department of Transportation and Public Facilities *Alaska Traffic Manual*, consisting of the *Manual on Uniform Traffic Control Devices* with *Alaska Supplement*

B12.1.2 Other Standards, Policies and Publications: At a minimum, additional standards, policies and publications from the following organizations:

- ASTM International
 - (<https://www.astm.org/>)
- American Welding Society Standards
 - (<https://www.aws.org/>)
- American Association of State Highway and Transportation Officials Standards
 - (<https://www.transportation.org/>)
- Alaska Region Federal Highway Administration
 - (<https://www.fhwa.dot.gov/akdiv/>)
- Alaska Region Federal Aviation Administration
 - (<https://www.faa.gov/airports/alaskan/>)
- Alaska Occupational and Health Division, Alaska Department of Labor, Division of Labor Standards & Safety.
 - (<http://www.labor.state.ak.us/lss/oshhome.htm>)
- Nuclear Regulatory Commission
 - (<https://www.nrc.gov/>)
- United States Code of Federal Regulations (CFRs)

B12.1.2 Project Specific Documents:

- Conformed copy of the Construction Contract(s), Plans and Specifications for the Project.
- The Project Right-of-Way Memorandum of Agreement(s), if applicable.
- The Project Utility Agreement(s), if applicable.
- The Project location centerline notes, if applicable.
- Copies of the Project design quantity computations, if available.
- Cross-sections of the Project original ground, if available.
- Full size black line set of the Project plans.
- Project's *Project Minimum Testing Requirements*; and the Material Sampling Frequency Requirements from the Construction Manual.
- Copies of the Project's environmental document(s), the *Design Study Report* and other Publications on the Department's website.
- All permitting agency documents, permits and requirements related to the project.
- All material purchasing agreements between ADOT&PF and the Alaska Department of Natural Resources.
- A Project specific contact information list including email, mailing addresses, and telephone numbers.

ARTICLE B13.0 SCHEDULING

B13.1 The Department's Project Manager is responsible to provide project(s) schedule review and concurrence prior to approval of the Construction Contractor's baseline CPM schedule and all updates. The CPM Analyst shall assist the Department's Project Manager with this review.

B13.2 The CPM Analyst shall obtain, review, and when appropriate recommend for acceptance the Construction Contractor's CPM schedules and updates. The CPM Analyst shall review the Baseline Progress Schedule (BPS) and the Monthly Progress Schedule Update (MPSU) (see B3.2 CPM Analyst Qualifications). MPSU review may include reviewing Time Impact Analysis (TIA) done in accordance with AACE International 52R-06.

B13.3 Project staff shall monitor the Construction Contractor's progress and identify variances between scheduled and probable completion dates, work not started or incomplete, and possible adjustments in

schedules needed to meet completion dates. The Project Engineer shall notify the CPM Analyst and Department's project manager if construction activities are not performed within the time or sequence provided in the schedule. The Consultant shall secure updated or revised schedules from the Construction Contractor per the Construction Contract. Requests for schedule updates shall be in writing.

ARTICLE B14.0 SWPPP REVIEW COORDINATION

B14.1 The Department may use the services of a SWPPP Reviewer to assist Consultant project staff with review of the initial SWPPP, SWPPP reports, and the electronic Notice of Intent/Notice of Termination prior to acceptance or finalizing these documents. The Consultant must cooperate with the SWPPP Reviewer and correct any SWPPP errors recommended by the SWPPP Reviewer.

B14.2 The Department may have the SWPPP Reviewer attend SWPPP inspections and review SWPPP submittals provided by the Construction Contractor.

B14.3 The SWPPP Reviewer may review all Consultant prepared SWPPP documentation (see section 9.9.7 of the ACM) prior to uploading of the SWPPP information into the Department's eDocs system.