



## 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: **August 07, 2023**

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](mailto:srdotpfcontracts@alaska.gov) and  
[eric.verrelli@alaska.gov](mailto: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.

**PART**

**A**

## SELECTION PROCEDURE

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

by the Committee for discussions may be permitted to submit Best and Final Offers (BAFO) for final Committee Evaluation. After discussions and any BAFOs, Evaluators will determine the final scoring and ranking for contract negotiations by evaluating written and oral responses using only the criteria set forth in Part C of this RFP (2 AAC 12.260(b)).

5. All Offerors will be advised of the Offeror selected for negotiation and, after completion of negotiations, a Notice of Intent to Award will be provided to all Offerors. If contract negotiations are unsuccessful with Offeror(s) selected for negotiation, the Contracting Agency may either cancel the solicitation or negotiate with other Offerors in the order of ranking.

## NOTICES

PART

A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Professional Liability Insurance for the proposed contract:  is not required  
 is required as shown on DOT&PF Form 25A269.

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

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

14. Pre-proposal Conference:  None  As follows:

15. Special Notices:

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

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

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

**15.4 Compensation under this Agreement may include various methods of cost reimbursement payment as indicated on page 1 of rfp-a, and as negotiated with the Department. The compensation terms of the Agreement (Appendix C-1) will itemize current audited indirect cost rates (IDCRs) for the firms named in the agreement. The Department of Transportation and Public Facilities Internal Review section is typically the responsible section for conducting these audits.**

**If the top scoring Offeror selected for negotiations does not have a current audit, they will be required to submit the necessary paperwork to DOT&PF's Internal Review section in a timely fashion. In addition, any proposed subcontractors that may receive more than \$250,000 under the proposed contract, or any proposed subcontractors who may receive more than \$250,000 cumulatively under contracts with the State, will be required to submit a complete and executed copy of the DOT&PF Form 25A257, Pre-Audit Statement, unless any such Subcontractors have been audited by the Department within the last year.**

**By submitting a response to this RFP, Offerors acknowledge the audit requirements and commit to furnishing all required audit information to DOT&PF's audit staff in an expedited manner as required by the Department for their entire team, including any identified subcontractors. Failure of an Offeror to satisfy this requirement for their team may result in unsuccessful contract negotiations. And, in the event contract negotiations are unsuccessful with the top ranked Offeror, the Contracting Agency may negotiate with the next ranked Offeror or cancel the solicitation.**



# 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: **Eighteen (18) with the response narrative limited to eight pages (8) pages, the change order exhibit limited to seven (7) pages, and the inspector daily report exhibit limited to three (3) pages.** Attached page limit does not include the four-page Part D - Proposal Form, or any Billing Rates or Price Proposals.  
  
Criteria Responses shall be presented in **8-1/2" X 11" format**, except for a minimal number of larger sheets (e.g., 11" x 17") that may be used (e.g., for schedules) if they are folded to 8-1/2" X 11" size. Large sheets will count as multiple pages at 93.5 square inches or fraction thereof per page, unless otherwise noted.  
  
**CAUTION:** Criteria Responses which do not comply with the required page limit or presentation size, may result in disqualification. Further, small print or typeface that is difficult to read may negatively influence evaluation of your submittal and affect scoring for "Quality of Proposal."

CHECKLIST IS CONTINUED NEXT PAGE

- [ ] 9.
- [ ] 10. Parts A, B and C of Form 25A270 and the proposed Statement of Services shall not be returned to the Contracting Agency. **Submittals shall consist of the following applicable items assembled as follows and in the order listed:**
- [ ] 10.1 Completed Part D - Proposal Form (generally at least one copy with original signature) and Responses to all evaluation criteria -- **except Billing Rates, Price Proposals** – attached. Each copy shall be fastened with one staple in the upper left corner. No other form of binding shall be used and no cover and no transmittal letter will be included. **CAUTION:** Failure to comply with this instruction will negatively influence evaluation of Submittal.
- [ ] 10.2 Number of copies of Part D (**all pages**) and Criteria Responses (**except Billing Rates, and Price Proposals**) required is: **One (1)**
- [ ] 10.3 If **Billing Rates and/or Price Proposals** are required, **one copy** bound with one staple in the upper left corner separately enclosed in a sealed envelope marked on the outside to identify it as a **Billing Rates or Price Proposal** and the names of the Project and Offeror. Each **Billing Rates or Price Proposal** must be signed and dated by the person who prepares it (may be different signatures for each Subcontractor).
- [ ] 10.4 If Item 9, above, is completed for this RFP Package, any submittal items described therein. Unless otherwise stated, one copy only, bound appropriately.
- [ ] 10.5 Pre-Audit Statement, DOT&PF Form 25A257, shall **not** be provided with Submittal. (See Notice #10 on page 3 of Part A - RFP.)
- [ ] 10.6 **CAUTION:** If you replicate (other than by photocopy) Part D or any form in lieu of completing the forms provided by the Contracting Agency, provide a signed certification that lists such forms and attests that they are exact replicas of that issued by the Contracting Agency. Changed forms may result in rejection at the Contracting Agency's discretion. Any alteration – other than completion of the required entries – may be cause for rejection without recourse.
- [ ] 11. Deliver **submittals in one sealed package** to the location and before the submittal deadline cited in Part A - RFP. **Mark the outside of the package** to identify the Project and the Offeror. Proposals must be received prior to the specified date and time. Late proposals will not be opened (2 AAC 12.250).

# EVALUATION CRITERIA

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 & Quality Control

**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/personnel or unique approaches or concepts relevant to the required services which the Offeror may use. Describe the Offeror's process for:

1. Assuring temporary traffic control is safe and effective;
2. Assuring Buy America compliance;
3. Reviewing and using a builder's progress schedule and updates.
4. Assuring quality of deliverables (e.g. internal quality control process). To establish what the Offeror considers quality deliverables, provide examples of a change order (including the supporting narrative document) and an inspector daily report (daily work report).

### 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: 20**

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: proposed assignment(s), employer and professional discipline or qualifications pertinent to the assignment.

**5. Workload and Resources**

**5. Weight: 5**

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**

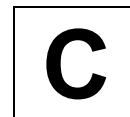
**6. Weight: 5**

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.



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)

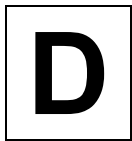
If no federal funding, then per AS 36.30.250(b), total price shall be reduced for the above calculation by the following applicable percentages when the prices are from Offerors **designate preferences on page one of Part D.**

- 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**



**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.....: **Z680910000, SFHWY00186, & Z675710000/Z676850000/0902042, 0003244, & 0902031/0902039**  
 Project Title .....: **KTN Tongass Ave. Improvements, HSIP KTN Stedman & Deermont St Intersection Safety Improvements, and KTN South Tongass Hwy. Deermount to Saxman Widening/KTN Saxman to Surf St. Pavement Rehabilitation- Construction Administration Services**  
 RFP No. ....: **25233064**

### OFFEROR (CONTRACTOR)

Contractor.....:  
 Street.....:  
 P.O. Box.....:  
 City, State, Zip.....:  
 Alaska Business License Number .....:  
 Federal Tax Identification No. ....:  
 DOT&PF DBE Certification No. (if any) .....:  
 Individual(s) to sign contract .....:  
 Title(s) .....:  
 Type of business enterprise (check one).....: [    ] Corporation in the state of . :  
 [    ] Individual      [    ] Partnership      [    ] Other(specify) .....

### ALASKA STATUTORY PREFERENCES (IF NO FEDERAL FUNDING)

Check the applicable preferences that you claim for the proposed contract (reference Criteria 11, 12 & 13 in Part C):  
 [    ] Alaska Bidder (Offeror) **AND>>** [    ] Veterans **AND>>**[    ]Employment Program or [    ] Disabled Persons

### PROPOSED SUBCONTRACTOR(S)

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

### 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.



# 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:Z680910000,  
SFHWY00186, &  
Z675710000/Z676850000  
Federal Project No: 0902042,  
0003244, &  
0902031/09  
02039  
Date Prepared: 07/10/2023

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:



# STATEMENT OF SERVICES

## APPENDIX B

<b>IRIS Program No:</b>	Z680910000, SFHWY00186, & Z675710000/Z67685000
<b>Federal Project No:</b>	0902042, 0003244, & 0902031/0902039
<b>Date Prepared:</b>	6/27/2023

### CONSTRUCTION ADMINISTRATION SERVICES:

KTN Tongass Avenue Improvements,  
HSIP KTN Stedman & Deermont St Intersection Safety Improvements, &  
KTN South Tongass Hwy Deermont to Saxman Widening/KTN Saxman to  
Surf St Pavement Rehabilitation

#### INDEX

##### Article Number and Title

B1	Definitions and Terms
B2	Administrative Requirements
B3	Work to be Accomplished
B4	Performance Criteria
B5	Deliverables
B6	Delivery Schedule
B7	CONTRACTING AGENCY Assistance

#### **ARTICLE B1 DEFINITIONS AND TERMS**

B1.1 General: The following terms and definitions apply in this statement. If a term is not defined, apply the ordinary, technical, or trade meanings for that term, within the context in which it is used.

Titles and headings of sections, subsections, and subparts are intended for convenience of reference and will not govern their interpretation.

Cited publications refer to the most recent issue, including interim publications, in effect on the date the Agreement is executed, unless specified by year or date.

This statement is written to the CONTRACTOR. Unless otherwise noted, all actions required by this statement are to be performed by the CONTRACTOR.

B1.2 Definitions: In addition to the definitions provided in Appendix A of this Agreement and definitions provided in the Contract, the following definitions apply:

B1.2.1 Builder - The organization or company under separate contract with the CONTRACTING AGENCY for construction work and responsible for providing all labor, materials and equipment needed to construct the work in accordance with said contract.

B1.2.2 Contract - The written agreement between the CONTRACTING AGENCY and the Builder setting forth the obligations of the parties for the performance and completion of the construction. For documents included in

said contract, refer to the definition of contract in the CONTRACTING AGENCY's standard specifications required to complete the construction.

#### **ARTICLE B2 ADMINISTRATIVE REQUIREMENTS**

B2.1 General: 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.

The CONTRACTING AGENCY will issue a NTP for construction administration services on the KTN Tongass Avenue Improvements (0902042/ Z680910000) contract.

The CONTRACTING AGENCY may issue subsequent NTPs for services on the HSIP KTN Stedman & Deermont St Intersection Safety Improvements (0003244/ SFHWY00186) contract, and KTN South Tongass Hwy Deermont to Saxman Widening/KTN Saxman to Surf St Pavement Rehabilitation (0902031/Z675710000 & 0902039/Z676850000) contract provided the associated project is funded and the CONTRACTOR has provided satisfactory service on prior NTPs.

B2.2 Project Staff: Perform services 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:

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

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

B2.3 Equipment, Supplies, and Resources: Provide equipment, supplies, and resources necessary to perform the services under this Agreement except those items provided by the CONTRACTING AGENCY as described in Article B7.

B2.3.1 Field Office: Make the field office accessible to the public. Identify the office to assist the public in its location.

Provide public parking for a minimum of two vehicles, one designated as parking for people with disabilities. Make the field office accessible according to the Americans with Disabilities Act (ADA) Standards for Transportation Facilities adopted by the U.S. Department of Transportation, 2006 edition.

**B2.4 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.

**B2.5 Correspondence:** Include the CONTRACTING AGENCY's assigned project name and numbers (State & Federal) on correspondence prepared by the CONTRACTOR.

**B2.6 Revisions:** Modify work products in response to direction from the CONTRACTING AGENCY. Consider corrections, adjustments, or modifications necessitated by the review/approval process, but which do not substantially affect the scope, complexity, or character of the services, as a normal part of the CONTRACTOR's services.

**B2.6.1 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.

**B2.7 AASHTOWare Project Construction and Materials:** Use the web-based AASHTOWare Project Construction & Materials™ application to manage and record information throughout the entire Agreement and construction cycle.

### **ARTICLE B3 WORK TO BE ACCOMPLISHED**

**B3.1 General:** The work of this Agreement is to serve as the CONTRACTING AGENCY's representative for construction administration on the Water St. Trestle No. 1 Improvement contract in Ketchikan, AK.

The contract involves replacement of the Water Street Trestle No. 1 bridge structure (No. 389) with a mechanically stabilized earth wall. Construction work includes new utilities, pavement and sidewalks.

Services involve collaboration with both CONTRACTING AGENCY and Builder staff to perform the work, often acting as a liaison between the CONTRACTING AGENCY and the Builder.

#### **BID SUPPORT**

**B3.2 Pre-Bid Constructability Review:** Review proposed plans and specifications, schedule, and construction cost estimates. The intent of the constructability review is to:

- transfer construction knowledge to the designer;
- assist in assuring the project is biddable and buildable;
- examine the contract documents and evaluate that the documents clearly define when, where, and what work is to be performed; and,
- define the preferred method for accepting and paying for the contracted work;

Specify focal area to review include:

- coordination of contract documents;
- construction phasing and scheduling;
- traffic control;
- ease of construction;
- design consistent with field conditions;
- materials availability;
- specification ambiguities
- allocation of risk;
- permits and environmental commitments are consistent with design requirements; and,
- estimate of contract time.

Document observations as described in this agreement. Present discoveries to the CONTRACTING AGENCY for resolution.

**B3.3 Bidder Question Response Support:** When the construction is advertised for bids, assist the CONTRACTING AGENCY respond to bidder questions. The CONTRACTING AGENCY will request assistance on an as needed basis for responses to specific inquiries.

#### **COMMUNICATION**

**B3.4 Working with the CONTRACTING AGENCY:** Collaborate with the CONTRACTING AGENCY to complete shared work elements and oversight activities. Working closely with the CONTRACTING AGENCY typically occurs with the CONTRACTING AGENCY's resources for independent assurance oversight and materials testing activities, regional reviews, design support during construction, and environmental permit modifications. Maintain rapport with each CONTRACTING AGENCY resource through periodic contact. Base contact frequency on the resource's needs and the construction work progress. Success of the total project is contingent on maintaining excellent communication and rapport with the CONTRACTING AGENCY's resources.

**B3.5 Working with the Builder:** An implied covenant of good faith and fair dealing exists in every contract (Rest. 2d Contracts § 205; U.C.C. § 1-304 and Alaska Rev. Stat. § 36.30.880(2021)). The contracted parties are obligated to act in a way that is consistent with the spirit of the parties' agreement, and promise that neither party will intentionally do anything that will injure the right of the other to receive the benefits of the agreement.

“Good faith” refers to the need for a contracted party to be honest when carrying out their contractual obligations. The concept of “fair dealing” requires contracted parties to honor the “spirit” of the contract — even when the contract itself is silent about an issue.

The obligation imposed by the implied covenant is separate and apart from the obligations imposed by the written terms of the Contract.

The CONTRACTOR, serving as the CONTRACTING AGENCY’s representative, is considered an interested party under the clause and bound to act fair and equitably with the Builder. Evasion of the spirit of the Contract, lack of diligence and slacking off, willful rendering of imperfect performance, abuse of a power to specified terms, and interference with or failure to cooperate in the other party’s performance constitutes a breach of the implied covenant.

Overcome this nebulous standard by striving to build and maintain a good working relationship with the Builder. When working with the Builder, perform the following:

- Understand the explicit and implicit Contract requirements;
- Understand the Contract’s intent;
- Analyze each decision’s effect on the working relationship between the CONTRACTING AGENCY and the Builder; and,
- Render fair and equitable decisions.

**B3.6 Pre-Bid Meeting Attendance:** The CONTRACTING AGENCY may conduct a pre-bid meeting with bidders to review construction details, scope of work, and solicitation documents. Attend the meeting and participate on an as needed basis. Document and record meeting highlights as described in this Agreement.

**B3.7 Preconstruction Site Meeting Participation:** Schedule a preconstruction site visit with the facility’s maintenance and operations representative to coordinate maintenance responsibility during construction.

**B3.8 Preconstruction Conference Participation:** Schedule, lead, and document a preconstruction conference to:

- Provide the contracted parties an opportunity to meet and get acquainted;
- Establish lines of communication;
- Review state/federal minimum wage rates and payroll reporting requirements;
- Review the timing and procedures of subcontract approval;
- Review equal employment opportunity and disadvantage business enterprise requirement;
- Review specific Contract documents and provisions;
- Discuss unusual conditions or requirements, permit stipulations, and load limits;
- Discuss submittal requirements;

- Review and discuss the Builder’s progress schedule;
- Review and discuss the Builder’s traffic control plan;
- Coordinate Contract activities with other affected parties;
- Review and discuss the Contract’s environmental requirements;
- Review and discuss the Builder’s storm water pollution prevention plan and hazardous material control plan; and,
- Discuss Builder responsibility for utility locates.

Schedule the conference around the availability of the CONTRACTING AGENCY, the Builder, maintenance and operations representatives, and the federal agency’s representative. Discuss proposed preconstruction format, venue, topics, and invitees with the CONTRACTING AGENCY prior to scheduling. The CONTRACTING AGENCY will assist developing an invitee list.

Develop a conference agenda of important discussion topics as described in this Agreement and distribute the agenda to all prospective attendees.

Lead the preconstruction conference in a manner encouraging participation.

Record the preconstruction conference as described in this Agreement; however, a portion of the conference can be held off the record. Furnish copies of the attendance list and conference record to any attendee upon request.

**B3.9 Safety Meeting Participation:** Lead periodic (at least monthly) safety meetings for staff. Select topics fitting to the type of construction activities occurring. Summarize each meeting as described in this Agreement.

**B3.10B3.10 Periodic Builder Meeting Participation:** Offer to meet with the Builder on a frequency commensurate with the work being performed. If the Contract is silent on conducting periodic meetings with the CONTRACTING AGENCY, a mutual agreement between the CONTRACTOR and Builder is necessary to conduct said meetings because an explicit obligation does not exist.

If mutually agreed, jointly conduct and participate in said meetings with the Builder focusing on:

- work occurring, worked scheduled, and work that is scheduled to be occurring but not in progress;
- coordination of effort;
- notice (especially if the Contract requires written notice from the Builder);
- difficulties anticipated or encountered;
- delays and disruptions and their cause;
- problem mitigation; and,
- work requiring action.

Develop an agenda for each meeting in coordination with the Builder’s interests and distribute the agenda prior to the meeting.

Meetings may be recorded if both parties mutually consent. Otherwise, document the meeting's date, time, and location, the name of each attendee, and minute notes of the meeting's discussion and action items.

**B3.11 Public and Stakeholder Meeting Participation:** The CONTRACTING AGENCY may conduct meetings with the public and various stakeholders. CONTRACTOR participation and degree of involvement in these meetings will be determined on an as needed basis.

**B3.12 Contract Meeting Participation:** The Contract may have obligations for specific meetings with the Builder regarding unique technical topics (e.g. pre-paving meeting, pre-pile driving meeting, waterproofing membrane pre-placement meeting, pre-blast conference, seasonal work suspension meeting). If so, determine the needs of the meeting. Coordinate with the CONTRACTING AGENCY for meeting attendees. Participate in the meeting with an understanding of the explicit and implicit Contract requirements and the Contract's intent.

**B3.13 Dispute Participation:** As soon as the CONTRACTOR becomes aware of a dispute with the Builder or the potential for a dispute with the Builder, create a unique file to store documentation (e.g. emails, payment records, reports, photographs, etc.) pertaining to the dispute for dissemination to the CONTRACTING AGENCY.

If a dispute cannot be resolved by the CONTRACTOR, schedule a meeting with the CONTRACTING AGENCY to discuss the dispute. Provide the dispute file to the CONTRACTING AGENCY upon request. The CONTRACTING AGENCY may request the CONTRACTOR's participation in meetings with the Builder as part of the dispute resolution process.

**B3.14 Final Inspection Participation:** Upon receipt of the Builder's written notification that all construction is substantially complete, investigate the Builder's assertion that the construction meets the Contract's definition for substantial completion.

If the CONTRACTOR concurs the construction is substantially complete, schedule and conduct a final inspection as described in this Agreement.

**B3.15 Interim/Final Review Participation:** The CONTRACTING AGENCY will review the CONTRACTOR's work products as part of its stewardship and oversight responsibilities. Coordinate with the CONTRACTING AGENCY's resource for access to the records. Meet with the resource to discuss discrepancies and resolve findings.

**B3.16 Media:** The CONTRACTING AGENCY will manage contact with the media regarding the construction work. Assist the CONTRACTING AGENCY in preparing

press releases, attending public meetings, or disseminating information.

## INSPECTION OF THE WORK

**B3.17 Preconstruction Site Inspection:** Perform a site inspection no more than two weeks before the Builder starts construction activities and assumes maintenance responsibility for the facility. If maintenance responsibilities are assumed incrementally, perform a site inspection of each phase progressively. The intent is to inspect the maintained condition of the facility and of all Department-furnished materials sources before construction occurs for a record of the pre-existing condition to establish a restoration baseline.

**B3.18 Inspection of the Builder's Work (On and Off-site):** Observe, evaluate, measure, and document the Builder's work for conformance with Contract requirements.

Be intimately familiar with the following while performing inspections:

- Contract requirements;
- Safety (public and worker);
- Expected site conditions;
- Weather forecast;
- Approved work plans and submittals;
- Material sources and properties;
- Construction progress schedule; and,
- Means and methods (planned and implemented).

Proactively inspect the work. Assure the work meets Contract requirements by communicating Contract intentions and performance criteria to the Builder, concurrently inspecting the work as it progresses, and informing the Builder as soon as defective work is discovered.

Collect, record, and report measurements of the Builder's work to document Contract compliance, to quantify the Builder's progress, and to support Contract payments.

Consider any Builder work deviating from the Contract unacceptable work. Deviations include work outside the lines and grades of the project, unauthorized extra work, unacceptable materials, and unacceptable workmanship. To allow commencement of a cure, notify the Builder orally that unacceptable work had been observed immediately upon discovery followed by written notice. If the Builder disregards the notification and continues to perform unacceptable work, continue inspecting, measuring, and documenting the work. Inspecting unacceptable work does not manifestly imply acceptance of the work provided timely written notice of the discovery had been given.

In the event of a perceived or actual dispute with the Builder, keep a contemporaneous detailed record of material matters relating to the dispute.

## SPECIALTY INSPECTION

B3.19 Force Account Inspection: When the Builder is ordered to perform extra work on a time and materials basis, evaluate and document the Builder's labor, materials, and equipment in use and not in use while prosecuting the work. Keep detailed contemporaneous records.

Force account work is directed work. Do not passively inspect activities, but rather actively evaluate the efficacy of the construction methods and prescribe method changes to improve efficiency and reduce costs.

B3.20 Traffic Control Inspection: The CONTRACTOR is responsible for assuring the Builder's compliance with all requirements of the approved traffic control plans, including the daily measurement of pay item quantities.

Evaluate and document the Builder's traffic control implementation daily. Observe the work the Builder is doing and the work the Builder should be doing but is not. Verify the Builder is placing, checking, and maintaining traffic control devices according to the approved traffic control plan. Verify devices comply with the approved traffic control plan and Contract requirements. If traffic control implementation is found non-compliant with Contract requirements (e.g. worn devices are discovered, device installation deviates from the approved traffic control plan, maintenance is not being performed adequately), immediately inform the Builder of the non-conforming condition and that corrective action is necessary. Evaluate actions taken if devices are found non-compliant with an approved traffic control plan and Contract requirement.

Review the Builder's traffic control daily review form (Form 25D-104) submitted daily for compliance with Contract requirements. Only accept forms that are signed and dated by the Builder's representative and cover all traffic control plans in effect. Verify devices needing repair or replacement are reported on the form and proper corrective action has been taken.

B3.21 Weld Inspection: Perform quality assurance inspection of welds for compliance with standards listed in the Contract. Observe and Evaluate the Builder's quality control inspection. Randomly verify the quality control inspection is adequate by independently inspecting a weld from fit-up through completion.

B3.22 Non-Destructive Evaluation (NDE): Reserved.

B3.23 Traffic Signal System and Lighting Inspection: The CONTRACTOR is responsible for assuring the Builder's compliance with all electrical requirements of the Contract, including referenced standards, for traffic signal system and lighting. Assure foundations are installed according to the Contract. Coordinate with the Department for verification of vehicle detection setup and controller operation, field testing and programming prior to turning the traffic control system on.

B3.24 Utility Work Inspection: The CONTRACTOR is responsible for assuring the Builder's compliance with Contract requirement, including referenced standards, for electrical and telecommunication utility relocation work.

#### MONITORING

B3.25 Safety Monitoring: Monitor the work to ensure conditions within the project are safe for workers and the public. If the CONTRACTOR believes a hazard exists presenting imminent danger to the Builder's employees, to the CONTRACTOR's staff, or to the public, direct the Builder to stop working on the affected part of the work until corrective measures are taken to eliminate the hazard.

B3.26 Storm Water Pollution Prevention Plan Implementation and Monitoring: Implement the storm water pollution prevention plan (SWPPP) according to the CONTRACTING AGENCY's storm water pollution prevention plan guide.

The Builder develops and concurrently maintains a conformed SWPPP; however, the SWPPP requires a cooperative effort between the CONTRACTOR / CONTRACTING AGENCY and the Builder as co-permittees (operators). Keep a concurrent copy of the SWPPP for CONTRACTOR and CONTRACTING AGENCY reference and use. Review the SWPPP regularly to verify the Builder is making timely and complete SWPPP modifications, amendments, and updates.

The CONTRACTING AGENCY will delegate signature authority to the Engineer upon completion of the delegation form. Prepare and provide a delegation of signature authority for construction general permit documents (Form 25D-107) for the CONTRACTING AGENCY's signature and execution. The delegation authorizes the Engineer to sign all documents related to the storm water pollution prevention plan, reports, and additional documents required by the permit. Do not re-delegate SWPPP oversight compliance authority and signature authority to any other position. Provide a copy of Form 25D-107 to the Builder for inclusion into the SWPPP.

The Engineer is responsible for the review, signature, and certification of the approved SWPPP according to the construction general permit that authorizes stormwater discharges from construction activities, issued and enforced by Alaska Department of Environmental Conservation (DEC). Before reviewing the SWPPP, the Engineer is required to be qualified to perform SWPPP related duties by possessing current certification as an Alaska Certified Erosion and Sediment Control Lead (AK-CESCL), Certified Professional in Erosion and Sediment Control (CPESC), or Certified Inspector in Sediment and Erosion Control (CISEC).

Upon receipt of the draft SWPPP, review the SWPPP according to the CONTRACTING AGENCY's storm water

pollution prevention plan guide. Provide a copy of the SWPPP to the CONTRACTING AGENCY for review.

As soon as the draft SWPPP review is complete and found to be acceptable, complete a certification form (Form 25D-109) to document approval of the initial SWPPP document. Notify the Builder the SWPPP is approved and provide copies of Form 25D-109 for inclusion into the SWPPP prior the Builder filing an electronic notice of intent (eNOI) to obtain coverage under the construction general permit.

Review the Builder's eNOI for errors. If errors are found, notify the Builder that it must file a NOI modification. Provide a copy of the Builder's NOI to the CONTRACTING AGENCY for oversight review.

File an eNOI on behalf of the CONTRACTING AGENCY in the DEC's environmental data monitoring system (EDMS). The CONTRACTING AGENCY will establish access for the CONTRACTOR into the EDMS. Provide a copy of the eNOI to the Builder and CONTRACTING AGENCY. Also provide a copy of the written authorization from the DEC stating the Builder and CONTRACTING AGENCY are eligible to discharge stormwater and earth disturbing activities have been authorized.

During SWPPP development, provide personnel certifications of all CONTRACTOR personnel that are assigned to SWPPP implementation using a project staff tracking form (Form 25D-127) to the Builder for inclusion into the draft SWPPP. Whenever personnel changes necessitate assignment of a new person after the SWPPP is approved, provide an updated project staff tracking log (Form 25D-127) to the Builder for amendment into the SWPPP. Confirm the SWPPP amendment before the person begins SWPPP work.

Keep daily watch on the Builder's operations and best management practices (BMPs) to prevent or minimize pollutant discharge. Immediately report observations of inadequate BMPs, a need for new BMPs, SWPPP non-compliance, and pollutant discharges to the Builder and direct the Builder to take corrective action.

Perform informal inspections during or immediately after each storm event to assess BMP performance and determine if a pollutant discharge had occurred.

Perform joint inspections of the construction site with the Builder regularly and after each storm event resulting in pollutant discharge. When conducting the inspection, walk the site performing an arms-length inspection of each BMP and discharge point. Evaluate inactive construction areas for temporary stabilization. Assist in completing a construction site inspection report (Form 25D-100).

Whenever a valid reason the "Complete by Date" assigned on the SWPPP construction site inspection report cannot be met, complete a delayed action item

report (Form 25D-113) and provide a copy of the completed form to the Builder for inclusion in the SWPPP.

Only the Builder may amend the SWPPP, while only the Engineer can approve amendments. Prompt and verify the Builder amends the SWPPP whenever there are any changes in the construction or if the previous plan is ineffective in controlling pollutants. A few examples that require a SWPPP amendment are:

- Addition of a structural BMP not shown on the original SWPPP;
- Deletion of a structural BMP that is shown on the original SWPPP;
- Addition of different manufactured BMP;
- Change in named personnel (SWPPP Manager, Engineer);
- Change in inspection frequency; and,
- Addition of support facility site.

When the entire site is stabilized according to the construction general permit, the CONTRACTOR may approve an inspection frequency reduction to once every 30 days by amending the SWPPP. The CONTRACTOR may also waive inspections entirely after 14 days of freezing conditions until 21 days prior to the anticipated spring thaw through a SWPPP amendment. Verify the amendment states the reason for reduced inspection frequency eligibility, the next inspection date and new inspection frequency, and whether the site is staffed or un-staffed.

If the inspection frequency is reduced and the worksite is not actively staffed, the site does not have to be inspected after storm events. If the site is actively staffed, perform a joint inspection of the construction site with the Builder after each storm event that resulted in a pollutant discharge.

The CONTRACTOR is responsible for determining the date when final stabilization has been achieved. Notify the CONTRACTING AGENCY as soon as final stabilization is reached. The CONTRACTING AGENCY will sign the electronic notice of termination (eNOT) to end coverage under the construction general permit and will submit its eNOT to the DEC. Provide a copy of the CONTRACTING AGENCY's eNOT to the Builder for inclusion in the SWPPP. Verify copies of the Builder's and CONTRACTING AGENCY's eNOTs have been included in the SWPPP of record.

If an incident occurs that (1) is non-compliant with the construction general permit and (2) may endanger health or the environment, immediately report the incident to the Alaska Department of Environment Conservation (DEC). Make a verbal report within 24 hours of the first discovery of the incident by calling the DEC at 877-569-4114. Then file a written construction general permit noncompliance notification (Form 25D-143) to the DEC within five days of the first discovery of the incident. The Builder is also responsible for reporting the incident to the DEC. If possible, coordinate the CONTRACTOR'S and Builder's reports to ensure a consistent explanation.

Document Builder non-compliance with the SWPPP. For non-compliances identified as causing liquidated damages, calculate and record damages on a liquidated damages table (Form 25D-126). Submit the table to the CONTRACTING AGENCY for review and processing. Withhold the liquidated damages amount from Contract payments until the Builder pays the damages to the CONTRACTING AGENCY.

B3.27 Archeological Monitoring: Reserved.

B3.28 Tribal Monitoring: Reserved.

B3.29 Marine Mammal Monitoring: Reserved.

B3.30 Pile Driving Monitoring and Testing: Reserved.

#### MATERIALS ACCEPTANCE

B3.31 Materials Acceptance: The CONTRACTOR is responsible for the determining the acceptability of all material incorporated into the work.

Follow the basis for acceptance prescribed in the Contract, which can be generally categorized as acceptance based on 1) manufacturer's inspections, certifications, and independent laboratory test results submitted by the Builder; or (2) acceptance sampling and testing performed by the CONTRACTOR at the point of incorporation into the work. Determine which basis of acceptance applies by using the submittal approval document and materials testing summary described in this Agreement as a guide.

Do not use the Builder's quality control test results in material acceptance determinations.

B3.32 Acceptance Sampling and Testing: Determine material acceptability following the sampling and testing method prescribed in the Contract without deviation.

Determine whether the test result is used in a pass/fail decision or quality level analysis as detailed in the materials testing summary.

For tests used in a pass/fail decision, the CONTRACTOR selects the time and place for sampling and testing. If corrective action is performed in response to a failed test, retest the material and cross reference the new test to the original failed test.

For tests used in a quality level analysis, sample and test according to the stratified random sampling described in standard practice SP4 of the Alaska Test Methods Manual.

Make a reasonable effort to sample and test material in a timely manner. Conclude the test and make the results available after the person performing the test signs the test report. Provide acceptance test results to the CONTRACTING AGENCY and Builder within 24 hours after the test is complete and the results are available.

For testing performed at the CONTRACTING AGENCY's laboratory, properly identify samples and requested tests to perform. Identify samples by:

- project name;
- project number;
- materials source;
- sample description;
- sample date;
- sampler's name with qualification identifier;
- location where the sample was obtained;
- pay item associated with the sample;
- quantity represented by the sample;
- test type requested; and,
- sample identification.

B3.33 Laboratory and Personnel Qualifications: Perform all acceptance sampling and testing using a technician qualified under the Western Alliance for Quality Transportation Construction program. When the Contract requires the Builder to perform sampling, witness the sampling process for conformance to the Contract and immediately take possession of properly sampled material for testing.

Perform all acceptance testing in a qualified field laboratory defined as:

- A building, or mobile structure, that meets all applicable building codes, and is clean, weatherproof, and well secured (lockable and free of vibrations), adequate in size, having a local exhaust system, and the ability to maintain ambient air temperature between 59°-77°F;
- Staffed with qualified, material sampling and testing technicians; and,
- Equipped with properly maintained, calibrated, and checked test equipment conforming to the American Association of State Highway and Transportation Officials Standard Practice R18 and the Alaska Test Methods Manual.

Furnish all test equipment used for acceptance testing unless the test can be performed at the CONTRACTING AGENCY's laboratory. Request inspection of the laboratory by the CONTRACTING AGENCY's independent assurance unit as soon as the laboratory is complete and ready for testing.

B3.34 Assurance Testing Assistance: Cooperate with the CONTRACTING AGENCY in obtaining and splitting samples for independent assurance tests, and/or splitting samples for test comparisons as required by the Contract. Provide advance testing notice to the CONTRACTING AGENCY's independent assurance (IA) inspector for scheduling.

While performing acceptance testing during independent assurance oversight:

- sample in presence of the IA inspector;
- test concurrently with or while being observed by the IA Inspector;
- Report acceptance test results to the IA Inspector; and,

- Obtain the report from the IA Inspector that compares the acceptance and IA test results.

Provide a detailed description of deficiencies found with the submittal.

The IA Inspector will investigate out-of-tolerance variances in the test results according to the Alaska Construction Manual and report findings to the CONTRACTOR.

Do not use the CONTRACTING AGENCY's qualified products list as a basis for approval.

#### COMPLIANCE REVIEW

**B3.35 Submittal Compliance Review and Processing:** The Contract requires a submittal register (Form 25D-030 or equivalent) prepared by the Builder to describe and outline its means and method for submitting all required documents. To establish a consensus of opinion on the scope and context of expected submittals, compare the Builder's submittal register and the CONTRACTOR's submittal approval document and reconcile differences. Continuously review the submittal register and submittal approval document for updates.

**B3.36 Disadvantage Business Enterprise (DBE) Compliance Review:** The CONTRACTOR is responsible for assuring the Builder's DBE commitments (Form 25A-326) have been attained and the DBE performs a commercially useful function.

The Contract also stipulates an allowable time period for reviewing and processing submittals. The time period may be construed as a latent ambiguity (a discrete period for each submittal or a cumulative period for all submittals). Under the *contra proferentem* doctrine, consider the allowable time period as cumulative. For this reason, initially review each submittal for completeness in terms of scope and context with the submittal register. Reject incomplete submittals without further review.

By the 15th of each month, the Builder reports payments for work, goods and services performed by DBEs on a monthly DBE participation summary (Form 25A-336). Review each summary for completeness. Compare the reported information with the DBE subcontract and DBE commitment. Assure a complete record of DBE participation is obtained by monitoring DBE work (or lack thereof). Notify the Builder of its non-conforming work whenever a summary reporting recent DBE participation is late.

For a complete submittal, determine the resources best suited to perform the review for Contract conformance (e.g. project staff, engineer-of-record, or both). Complicated technical reviews related to the design such as shop drawings, erection plans, pile driving plans, etc. are best suited for the engineer-of-record's review. Once determined:

Assess the DBE's commercially useful function. Factors for determining whether the DBE is performing a commercially useful function are detailed in the Contract. Document the DBE commercially useful function.

- assign the review to the resource;
- transmit copies of the submittal;
- describe the scope of the review requested;
- request a recommended action to approve, conditionally approve, or reject the submittal,
- request comments regarding submittal adequacy, assumptions made, and acceptable deviations; and,
- provide a deadline to complete the review.

**B3.37 Cargo Preference Act Compliance Review:** The Contract requires the Builder to use privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage involved, whenever shipping any equipment, material, or commodities pursuant to the Contract. The Builder is also required to submit a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States.

If the Builder fails to submit proper bill-of-lading, direct the Builder fulfill its contractual obligation.

The Contractor is responsible for determining whether the submittal meets all Contract requirements. Consider the recommended action, review limitations, and comments regarding acceptable deviations in weighing the decision. Return submittal to the Builder as one of the following:

**B3.38 Buy America Compliance Review:** Evaluate Builder submitted Buy America compliance documents for completeness and comprehensiveness.

- **Approved:** Official and final endorsement that the submittal meets Contract requirements *ex facie* without further correction.
- **Conditionally Approved:** Official and final endorsement that the corrected submittal meets Contract requirements *sub modo*, conditioned on the Builder agreeing to the corrections.
- **Rejected:** Official dismissal due to the submittal's inadequacy meeting Contract requirement to such a degree that correction is impracticable.

Verify each compliance document meets Contract requirements, represents a single distinct manufactured product (e.g. "#4 reinforcing steel bar" instead of "all rebar"), and provides a defined unambiguous quantity.

Compare the Buy America document to the Buy America register to assure all requisite documents have been received with full quantification of manufactured products incorporated into the work subject to the Buy America provisions.

**B3.39 Subcontract Compliance Review:** Review all subcontracts to assure each subcontract is evidenced in

writing and contains all pertinent provisions and requirements of the Contract.

A Builder self-certification for subcontractors (Form 25D-042) allows it to assure all pertinent provisions and requirements of the Contract have been met. Review at least one subcontract for every 10 Builder self-certifications to verify correct assurance has been provided. In the event false assurance is discovered, review all subcontracts prior to consent (the Builder is excluded from self-certification).

When assurance is satisfied, provide written consent authorizing the Builder to sublet work. Do not approve the subcontract since this action may imply endorsement of the subcontract's terms and conditions.

The CONTRACT AGENCY uses its subcontract list (Form 25D-5) as a complete record of all subcontractors allowed to perform work. Use of this form in this manner may lead to ambiguity in the need for certain subcontractors to obtain contractor registration. Only subcontractors whose work directly involves construction are required to be registered according to AS 08.18 and 12 AAC 21. Service subcontractors hired to perform a specialized, project-based service such as surveying, storm water pollution prevention plan writing, construction engineering, etc. do not require contractor registration. In the event a service subcontractor is listed on Form 25D-5, inform the Builder that contractor registration is not required for that subcontractor and document the type of subcontract on Form 25D-5.

The Contract and the subcontractor self-certification form contain a contractual paradox. The Contract stipulates submission of Form 25D-042 before the subcontract is executed; conversely, Form 25D-042 requires certification of an executed subcontract. To resolve this patent ambiguity and maintain the intent of the self-certification process, consider proper execution of a subcontract self-certification as one that occurs after the subcontract has been executed. Note this resolution on each successful self-certification.

Before providing written consent to subcontract work, provide a copy of the self-certification and subcontract (if necessary) to the CONTRACTING AGENCY for concurrence.

Before allowing an additional subcontractor not shown on Form 25D-5 to perform work or replacing a listed subcontractor, provide a copy of the Builder's request for permission to add the new subcontractor to the CONTRACTING AGENCY for deciding the Builder's request. Add the subcontractor to Form 25D-5 if allowed to perform work.

Consider a subcontractor working without prior written consent to its subcontract as unauthorized work. In this event, direct the Builder to suspend the subcontractor's work.

Consider a *bona fide* owner-operator who operates its own business (e.g. has a business license, owns its vehicle, bears its own operating expenses, files its own certified payroll, etc.) and cannot reasonably be considered an employee of the Builder as a subcontractor.

**B3.40 Labor and Certified Payroll Compliance Review:** The CONTRACTOR is responsible for assuring prevailing minimum wage rates contained in the latest wage rate decision included in the Contract has been paid to all covered workers. Use a certified payroll register to evidence a complete record of all certified payrolls.

The Builder and each subcontractor pay workers at least weekly and file certified payroll in the CONTRACTING AGENCY's AASHTOWare system before the Friday of every second week that covers the preceding pay period. Concurrently monitor payroll filing to verify payrolls are received promptly. Review filed payrolls to verify the correct prevailing wage and benefit has been paid to each worker for the labor classification listed.

Conduct labor compliance interviews to verify covered workers have received the wages and benefits they are entitled. Inquire about and document information regarding wage rates, hours of work, and type of work performed. Conduct interviews at a time that is reasonable and convenient for the interviewee. Each season (defined as the intervals between the vernal and autumnal equinox), interview at least one worker employed by the Builder and one worker employed by subcontractors. No interviews are required during periods of seasonal shutdown. Information given during the interview is confidential. Assure each interviewee that their statements, whether oral or written, will be confidential. Do not share the interview information with or disclose the identity of the interviewee to the employer.

Following the interview, compare the information received to certified payrolls to determine compliance. Each compliance evaluation should cover the employee's name, actual wage rates, and deductions from wages.

Conduct additional interviews whenever information provided by the worker is inconclusive in determining compliance or indicates possible noncompliance.

#### PLAN AND SCHEDULE EVALUATION

**B3.41 Work Plan Evaluation:** The Contract requires the Builder to submit unique contract-specific work plans detailing its means and methods for controlling its operations. Examples include:

- quality control plan;
- cold weather concrete plan;
- paving plan;
- hazardous material control plan;
- spill prevention, control and countermeasure plan;
- erection plan;
- falsework plan;
- framework plan;

- cofferdam plan;
- traffic control plan;
- night work lighting plan;
- pile driving plan;
- welding plan;
- marine mammal monitoring plan; and,
- corrective action plan.

Review the plan as described in this Agreement for submittal compliance reviews.

Continuously evaluate the approved plan's implementation. Notify the Builder whenever its work deviates from the approved plan.

**B3.42 Construction Phasing and Traffic Control Plan Evaluation:** Construction phasing and traffic control are continually evolving processes requiring concurrent evaluation and modification.

Evaluate the Builder's construction phasing plan for:

- Specificity to the work, project constraints, and Contract requirements;
- Accommodations to guide and protect motorists, pedestrians, bicyclists, and workers through each phase of the work;
- Balance between construction work efficiency and minimizing travel delay, traffic incidents, and hindering response to public emergencies.

Evaluate all traffic control plans the Builder intends to implement (including plans provided in the Contract) for:

- appropriateness with the approved construction phasing plan;
- completeness, clearly defining when, where, and what measures are planned to safely coordinate traffic and work within the work zone; and,
- conformance with the Alaska Traffic Manual and Contract requirements.

As soon as the construction phasing plan and traffic control plan are employed, assure that each plan has been properly implemented. Evaluate the effectiveness of each plan's implementation in meeting the Alaska Traffic Manual and Contract requirements. Consider a properly implemented plan as being installed and maintained according to the approved plan. Direct modification to the plan if implementation proves to not meet Contract requirements.

**B3.43 Weld Plan Evaluation:** Evaluate the Builder's welding plan for Contract compliance. Assure the welding plan is complete and correct, containing all necessary welding procedure specifications (WPS), quality control personnel qualifications, applicable procedure qualification records (PQR), welder performance qualification records (WPQR), and non-destructive evaluation to be performed. Verify the welding plan covers all welding procedures in the Contract and as outlined in the Builder's submittal register.

Review the plan as described in this Agreement for submittal compliance reviews.

**B3.44 Progress Schedule Evaluation:** Measuring construction progress is a continually evolving process requiring active participation and a cooperative effort between all parties to the Contract. All parties share use of the progress schedule to:

- ensure the work meets contractual requirements;
- serve as a datum for measuring progress;
- outline the framework for quantifying impacts to as-planned activities; and,
- schedule its portion of the work.

**B3.44.1 Terminology:** Use the following terms in the Agreement:

**B3.44.1.1 Baseline Progress Schedule (BPS):** the origin construction schedule based on the Builder's original understanding of the project and used as the standard by which progress is measured.

**B3.44.1.2 Contractor Delay:** is any delay event caused by the Builder.

**B3.44.1.3 Compensable Delay:** is a delay event entitling the claimant to the recovery of liquidated or actual delay-related damages.

**B3.44.1.4 Concurrent Delays:** two or more independent and unrelated events delaying a controlling item unintentionally caused by different parties or force majeure that occur literally at the same time.

**B3.44.1.5 Delay:** a state of postponed completion of an activity. Consider acceleration as a negative delay.

**B3.44.1.6 Disruption:** an interference to the orderly progress of activities which manifests itself primarily as adverse labor productivity impacts.

**B3.44.1.7 Excusable Delay:** is a delay event to a controlling item entitling the claimant to extension of Contract time.

**B3.44.1.8 Force Majeure Delay:** is a delay event described in the Contract and not caused by the Builder or CONTRACTING AGENCY.

**B3.44.1.9 Non-Compensable Delay:** is a delay event in which the claimant is not entitled to the recovery of liquidated or actual delay-related damages.

**B3.44.1.10 Non-Excusable Delay:** is a delay event to a controlling item in which the claimant is not entitled to extension of Contract time.

**B3.44.1.11 Owner Delay:** is any delay event caused by the CONTRACTING AGENCY.

**B3.44.1.12 Schedule of Record (SOR):** the current accepted construction schedule, recently updated or

revised, to reflect actual progression of the work and resulting changes to the work plan.

**B3.44.2 Baseline Progress Schedule Evaluation:** Evaluate as-planned activities in the BPS for sufficient detail to measure progress and quantify impacts to scheduled activities. Avoid placing too much emphasis on minute detail in this stage of scheduling (e.g. planning activities, activity fidelity, activity durations, etc.) as this may result in large concepts being missed and delay in reaching agreement on the SOR. Instead, focus schedule evaluation on broader concepts such as activity relationships, constraints, and job logic that determine timing and specific sequence of tasks necessary to carry out the work.

Review the BPS narrative for a complete summary and description of the Builder’s plan for construction and general flow of work, specifically identifying and explaining the following:

- planned utilization of labor and equipment so interim milestones and final completion date are met;
- assumptions, sequencing, and restraints for major work categories;
- anticipated workdays per week;
- holidays;
- number of shifts per day;
- number of hours per shift;
- anticipated delays due to weather per month;

Since the BPS serves as a benchmark to which all future updated schedules will be compared, approve and agree to the schedule with understanding that the schedule is sufficient to measure progress and quantify impacts to scheduled activities. Do not consider the act of agreeing to the BPS as prejudicing the CONTRACTING AGENCY regarding the terms and conditions of the Contract. Early agreement to the BPS is necessary because once changes to planned activities occur, impartiality towards these changes may become difficult.

Once established and approved, the baseline progress schedule becomes the schedule of record.

**B3.44.3 Schedule of Record Maintenance:** The Contract requires the Builder to maintain and update the SOR. The distinction between maintaining and updating the SOR is subtle but important since both activities result in schedule revision. Consider an update of the SOR to reflect current project status as a matter of form for maintaining the current SOR. Similarly, consider an update of the SOR to reflect a revised work plan (re-sequenced, added, deleted, and modified activities) as a matter of substance for developing a new SOR. When a substantial change to scheduled activities occurs, the Builder is required to provide a new SOR and a schedule revision narrative.

Evaluate the new SOR for contemporaneous updates of:

- activity start and finish dates for all activities started and finished during the report period;

- current status of all activities reported as being in progress in the last update report;
- activities that need to be re-sequenced, added, deleted, or modified to reflect operational changes, or to maintain required schedule detail for proper monitoring and control; and,
- fragments that have to be incorporated into the schedule to reflect delays, disruptions, change conditions, and suspensions influencing the schedule, progress, and forecast of the project.

Evaluate the updated SOR narrative for a complete explanation that identifies re-sequenced, added, deleted, and modified activities and explain cause for each revision.

If the SOR or narrative identifies a delay or disruption event, investigate this event to determine cause and apportion responsibility. If the Builder asserts a delay event is apportioned to the CONTRACTING AGENCY, direct the Builder to provide a schedule impact analysis demonstrating its claim.

Prioritize the process of updating and revising the SOR. Approving the BPS and SOR is meaningless if the Builder does not maintain the current SOR as agreed by the parties. To prevent this situation, evaluate the Builder’s performance and identify deviation of scheduled activities and addition of un-scheduled activities that are a matter of substance. Direct updates to the current SOR whenever the Builder fails to perform its duties.

**B3.44.4 Schedule Impact Analysis:** The purpose of a schedule impact analysis is to accurately quantify and apportion the effect of delay events and changes to the project schedule. Evaluate the Builder’s schedule impact analysis for:

- appropriate use of Contract requirements;
- correctly identifying and isolating each delay event;
- correctly identifying the responsible party for each delay event;
- correctly describing timing and duration of each delay event;
- allocating float availability to the party consuming it first;
- correctly apportioning responsibility for the impact of the delay events based on primacy of delay and literal concurrency of delay events; and,
- establishing fair and equitable relief entitlement based on remedies in this Agreement.

Use the general remedies in the following table to apportion delay responsibility and entitlement for relief:

DELAY EVENT	CONCURRENT WITH	NET EFFECT
Owner Delay	Another Owner Delay or Nothing	Excusable and Compensable to the Builder. Non-

		Excusable and Non-Compensable to the CONTRACTING AGENCY.
Owner Delay	Contractor Delay	Excusable but Non-Compensable to both parties
Owner Delay	Force Majeure Delay	Excusable but Non-Compensable to both parties.
Contractor Delay	Another Contractor Delay or Nothing	Excusable and Compensable the CONTRACTING AGENCY. Non-Excusable and Non-Compensable to the Builder.
Contractor Delay	Force Majeure Delay	Excusable but Non-Compensable to both parties.
Force Majeure Delay	Another Force Majeure Delay or Nothing	Excusable but Non-Compensable to both parties.

Based the outcome of the evaluation, either:

- concur and agree to the analysis results and equitably adjust Contract time and amount according to the Contract; or,
- rebut and disagree with the result and explain to the Builder the reason for doing so.

If the Builder fails to provide an agreeable schedule impact analysis within a time period recent to the delay event, perform a schedule impact analysis using the Builder's schedule to accept or reject the Builder's assertion in quantity and apportionment of the delay event's effect.

#### CONSTRUCTION ADMINISTRATION

**B3.45 Staff Assignments and Authority:** Develop a staffing plan as described in this Agreement. Submit the staffing plan to the CONTRACTING AGENCY for approval before assigning staff.

Assign all staff, including the Engineer, to their roles and responsibilities as described in the approved staffing plan through a written notification.

Inform the Builder of each staff member's role and responsibilities. Provide the Builder with a copy of the assignment notification, staffing plan, or another document outlining the roles and responsibilities of each staff member in regards to their authority described to the Builder in the Contract.

**B3.46 Authority of the Engineer:** Designate a single employee as the Engineer (also known as the project engineer) to serve two unique functions:

- 1) Principal contract administrator responsible for administration of the Contract in accordance with the plans and specifications and for the

performance of the engineering functions necessary to administer the Contract; and,

- 2) Single point of contact between the CONTRACTOR and all other parties associated with the Contract.

The Engineer has authority to:

- Evaluate and investigate the Builder's work for Contract compliance, including advice and recommendations from project resources (e.g. CONTRACTING AGENCY's topic specialists, design support services, etc.);
- Approve the Builder's work as official and final endorsement that the work meets Contract requirements (e.g. submittal approval);
- Accept the Builder's work as official and final receipt of work completed according to the Contract and eligible for Contract payment;
- Reject defective work performed by the Builder and discovered non-compliant with the Contract as reason for withholding Contract payment;
- Issue directives within the scope of work commencement, work suspension, Contract non-conformance, and Contract clarification;
- Prepare, recommend, and direct changes coordinated with the CONTRACTING AGENCY;
- Suspend work for work being improperly performed, for the Builder's failure to correct conditions unsafe for personnel or general public, for the Builder's failure to carry out provisions of the Contract, or for the Builder's failure to carry out orders of the Engineer and,
- Prepare and recommend Contract payments.

The Engineer's authority is limited to the terms expressly stated in this Agreement and is not modified by Contract terms, which are expressly written to the Builder. The authority of the engineer described in the Contract is limited to the Builder's obligation to recognize this authority. The authority stated in the Contract does not transfer rights, obligations, or duties to the Engineer under this Agreement.

**B3.47 Authority of Inspectors:** Inspectors are authorized to evaluate the Builder's work for Contract compliance, documenting basis for approving, accepting, or rejecting the work, and recommending such action. Inspectors are not authorized to approve, accept, or reject the Builder's work but are authorized to inform the Builder of their basis and recommendation to such action. The distinction between acting and recommending action to approve, accept, and reject is subtle but important since the act itself renders a clear and manifest decision regarding satisfaction of contractual obligations.

The inspectors may not alter or waive any Contract requirements, issue instructions contrary to the Contract or act as foremen for the Contractor.

The inspector's authority is limited to the terms expressly stated in this Agreement and is not modified by Contract terms, which are expressly written to the Builder. The

inspector's authority described in the Contract is limited to the Builder's obligation to recognize this authority. The authority stated in the Contract does not transfer rights, obligations, or duties to the inspector under this Agreement.

**B3.48 Conduct and Posting Requirements:** Conduct work in an ethical, courteous and helpful manner when dealing with the Builder, the public, and the CONTRACTING AGENCY.

In a common area visible to all public and private sector employees in the workplace, place required Federal and State posters listed on the Alaska Division of Personnel website at:

<http://doa.alaska.gov/dop/resources/mandatoryPosters/>.

**B3.49 Conformity with Contract Documents:** The CONTRACTOR is responsible for assuring all work performed and materials furnished by the Builder conforms to the Contract prior to issuing Contract payment.

Perform thorough inspection and accurate material testing to observe, measure, quantify, analyze, verify, and document the work and materials conform to the Contract.

Base Contract payments on documentation that quantifies the amount of work eligible for payment and demonstrates the work completed has been acceptably performed according to the Contract. These deliverables may serve as source documentation.

**B3.49.1 Department Furnished Asphalt Mix Design:** When samples of aggregate, asphalt, and anti-stripping agent, along with information on aggregate stockpile gradations, proposed blend ratios of stockpiles, and proposed gradation of final mix are submitted, transfer the samples and proposed aggregate gradations to the CONTRACTING AGENCY and request an asphalt mix design. The CONTRACTING AGENCY will develop the mix design and will reply with test results and approved oil content in a lab report. Transmit the lab report to the Builder.

**B3.50 Issuing Directives:** Consider any communication to the Builder clarifying Contract terms, ordering suspension and resumption of work, providing directions and instructions to the Builder, notifying the Builder of non-conforming and unacceptable work, and initiating Contract work on a contingent sum basis as a directive. In order to be binding and effective, issue directives in writing.

If suspension of work is intended to protect the public from imminent harm, orally order the work suspension. Following an oral suspension order, promptly give written direction to the Builder.

**B3.51 Ordering Directed Changes:** Amend the Contract by ordering changes to bid items, quantities, material requirements, specifications, contract time, details of

construction, or any other deviations from the current contract.

Changes can be classified as compensable changes, excusable Contract time changes, or both. Consider changes that agree to no adjustment in Contract amount as compensable changes for support documentation purposes.

Steps to amend the Contract include:

1. Establish the reason for the change. Common reasons include Contract defects, extra work, constructive changes, delays, force majeure, substitutions, differing site conditions, value engineering change proposals, reasonably acceptable non-conforming work, utility conflicts, and dispute resolution. Record the reason for the change in the support documents.
2. Determine if the change involves compensation, Contract time, or both. Classify the change accordingly.
3. Determine the scope of the Contract change (i.e. within or outside the scope of the Contract) and the appropriate change instrument (change order or supplemental agreement). The CONTRACTING AGENCY will make the final determination on whether the proposed work is within or outside the scope of the Contract.
4. Consider all direct and indirect changes effected by the order.
5. Determine which portions of the Contract require modification (e.g. specifications, plans, pay item schedule, and contract time).
6. Assign resources necessary to describe the change and prepare the change instrument and supporting documents.
7. Determine if environmental documents and permits require prior modification.
8. Negotiate and establish agreeable terms and conditions for the work, price, and time (as deemed essential).
9. Ratify and direct the change.

The project may have a memorandum of agreement or understanding with another agency establishing a right to approve Contract changes. Honor the agreement if such a right exists and seek approval of the change as described on the instrument before requesting the Builder's ratification.

Ensure changes are executed in a manner to preserve project funding sources. Consult with the CONTRACTING AGENCY on the details of the change. Confirm the change is within the scope of the environmental documents and permits or modify the scope of these documents before executing the change order. Coordinate changes involving equal employment opportunity, on-the-job training programs, and disadvantaged business enterprises with the CONTRACTING AGENCY.

Ensure all changes that fall within the practice of engineering, as defined in AS 08.48.341, are sealed bearing the date and signature of the professional engineer making the design change. For changes to the design, request participation by the engineer-of-record in preparing the change documents and to seal the changes made.

**B3.51.1 Compensable Changes.** The Contract change process is a single source procurement requiring a different method to establish a fair price other than what is generally accepted through a competitive low bid process. For this reason, perform an independent estimate of the work before receiving the Builder's cost proposal. The intent of an independent estimate is to preserve an individually separate, distinct, and unbiased price for the work, to objectively evaluate the Builder's cost proposal, and to aid in forming a common understanding of the work and agreeing to a fair and equitable price. Sign and date the estimate upon completion and include it in the support documents.

In the event the Builder provides a cost proposal before an independent estimate is established, assign the estimate to a capable person having no knowledge of the Builder's cost proposal. Document with the estimate the steps taken to preserve the estimate's sanctity.

Describe the proposed changes and method for payment and request a cost proposal from the Builder. Verify the Builder's cost proposal is certified as accurate, complete, current, and contains detailed costs for labor, materials, and equipment. Include the Builder's cost proposal in the support documents.

Compare the Builder's cost proposal with the independent estimate. Establish an agreeable price for the work by negotiating and reconciling differences in effort and costs for labor, materials, and equipment between the proposal and estimate. Do not alter, revise, or modify the independent estimate (it does not need to match the Builder's cost proposal). Do not naively agree to the Builder's price under an arbitrary belief that it's "fair and reasonable". Instead, memorialize *consensus ad idem* by explaining the reconciliation between the proposal and estimate and the derived price in a record of negotiations included in the support documents.

When agreement cannot be reached with the Builder on price for the work, when the extent of work is unknown, or when the work is of such character that a price cannot reasonably be determined, the CONTRACTOR may determine equitable compensation by force account methods documented using special inspection of the Builder's labor, materials, and equipment. Use force account methods after exhausting all other practicable methods. Justify using force account methods in the supporting documents.

**B3.51.2 Excusable Contract Time Changes:** Consider changes involving Contract time for delays excusable to the Builder as described in this Agreement.

The Contract requires the Builder to provide notification whenever it believes an excusable delay event occurs that is favorable to the Builder. The Contract also requires the Builder to provide a certified schedule impact analysis to support its request for a Contract time extension. Review the analysis as described in this Agreement. If found acceptable, the notification and analysis serve as basis for a Contract time extension. Explain the agreeable amount of excusable delay owed to the Builder in the supporting documents.

**B3.51.3 Executing Changes:** Prepare the change instrument including *pro forma* information and the details of the work, price, and time essential to the agreement. Before ordering the change, solicit approval of the change by providing the prepared change instrument and supporting documents to the CONTRACTING AGENCY for consent and ratification.

Provide the change instrument to the Builder for its ratification, accepting the terms and conditions of the change described. The Builder is not contractually obligated to sign and accept the change and may refuse signature. If the instrument is a change order, direct the Builder to commence the work described in the unilateral change order. If the instrument is a supplemental agreement, no agreement is established and the instrument is void *ab initio*.

The change is directed when the Builder is provided the instrument and ordered to commence the work.

**B3.52 Making Contract Payments:** Prepare progress estimates concurrently with the work for the purpose of making Contract payments. Estimate the value of work using established Contract prices and quantities derived from source documents demonstrating the work had been satisfactorily performed and eligible for payment.

Regardless of the payment amount, complete estimates twice per month covering the period from the first day of the month through the 15th day and the period from the 16<sup>th</sup> day to the end of the month. The Builder is entitled to Contract payment for the value of work that is satisfactorily performed. The progress estimate serves as basis for the Contract payment amount. Return of the progress estimate from the Builder is considered a Contract payment request in accordance with AS 36.90.200. Denying completion of a scheduled progress estimate without cause (e.g. unsatisfactory performance) is tantamount to denying a Contract payment. The Builder may be entitled to interest on the retained Contract payment amount denied without cause in accordance with AS 36.90.250.

Do not withhold Contract payment as retainage.

Review the draft progress estimate quantities with the Builder prior to finalizing the forms. Explain amounts noted on the estimate as withheld for unsatisfactory

performance. Describe necessary actions for issuing withheld amounts.

Certify the progress estimate and request the Builder to certify its portion of the estimate. Obtaining signatures of both parties on the progress estimate establishes the Builder's obligations have been fulfilled and the payment fulfills the CONTRACTING AGENCY's obligations for the items described in the estimate. The Builder is not contractually required to certify the progress estimate and may refuse signature, redact the certification, or otherwise qualify its certification. In this event, investigate and document the Builder's concern with the estimate. Continue to make payment with the progress estimate.

Witness the return of the progress estimate from the Builder by signing and dating the estimate in the appropriate signature block. Forward the estimate to the CONTRACTING AGENCY for payment execution.

**B3.53 Permit Modifications:** The Contract may be subject to various permits as provided in the Contract appendix. Review permits for scope and commitments and determine if a permit modification is necessary. Monitor and compare permit expiration dates with affected work activities shown on the progress schedule and decide if a permit extension is necessary and possible.

If a permit modification or additional permitting appears necessary, notify the CONTRACTING AGENCY and assist when requested to modify and obtain permits.

**B3.54 Contract Completion Milestone Activities:** When the work or a geographically separate portion of the work nears completion, identify the following:

- remaining construction to be accomplished;
- defective work items;
- incomplete or missing project records; and,
- unresolved issues and disputes;

Consider the work as being substantially complete when the project, or portion of the project, is fit for its intended purpose without impediment.

Prepare a comprehensive written list of items the Builder must complete before the work can be accepted. Denote items necessary to achieve substantial completion. Provide the list to the Builder to help the Builder plan and focus its resources to complete the work.

The Builder will provide notification that it has fulfilled its obligation to substantially complete the work or a distinct portion of the work.

Upon assertion the work or portion of the work is substantially complete, conduct a final inspection to show CONTRACTING AGENCY representatives, funding agency representatives, and other stakeholders that the project or portion of the project was completed.

If the inspection reveals the work remains incomplete or defective, issue a report of final inspection letter to the

Builder memorializing essential information for its continued pursuit of Contract completion.

Provide a copy of the reporting of final inspection letter to the CONTRACTING AGENCY.

When the Builder re-asserts its work is substantially complete, inspect the work to verify and confirm the Builder's assertion is true.

**B3.54.1 Partial Completion:** When the inspection reveals the work on the distinct portion of the project is substantially complete, issue a letter of partial completion to the Builder memorializing partial acceptance of the work.

The information memorialized on the reporting of final inspection letter and the letter of partial completion may be combined into one letter if the final inspection affirms the portion of work is substantially complete.

Provide a copy of the letter of partial completion to the CONTRACTING AGENCY.

**B3.54.2 Project Completion:** When the inspection reveals the work is substantially complete, issue a letter of substantial completion to the Builder memorializing the date the work was considered substantially complete (material to liquidated damage amounts).

The information memorialized on the reporting of final inspection letter and the letter of substantial completion may be combined into one letter if the final inspection affirms the work is substantially complete.

Provide a copy of the letter of substantial completion to the CONTRACTING AGENCY.

When the Builder asserts its work is complete for consideration of project completion, inspect the work to verify and confirm the Builder's assertion is true.

When all construction (including cleanup) provided for under the Contract is found to be complete, issue a letter of project completion to the Builder memorializing the date the work was considered complete and stopping Contract time (also material to liquidated damage amounts).

The information memorialized on the reporting of final inspection letter, letter of substantial completion, and the letter of project completion may be combined into one letter if the final inspection affirms all work was found to be complete.

Provide a copy of the letter of project completion to the CONTRACTING AGENCY.

**B3.55 Contract Closure Activities:** Lead contract closure activities. Coordinate the work with the CONTRACTING AGENCY, Builder, and various State agencies. Prepare the final contract documents, final estimate assembly, and the final construction report.

**B3.55.1 Activities Performed Prior to Project Completion:** Actively pursue Contract closure concurrently with the work.

Be diligent updating the materials testing summary after each test result is reported. Check for errors and correct erroneous tests soon after completing the test. Resolve non-conforming material disputes in earnest. Request the CONTRACTING AGENCY's review of the materials testing summary and certification of the materials incorporated into the work promptly after the last scheduled materials test is completed.

Concurrently update quantity summaries, a recapitulation of costs to each funding source, and a Builder payment summary using information made available by performing progress estimates and maintaining associated progress summaries as complete-in-itself auditable records of Builder payments.

Request clearances as soon as practicable. Request clearance from the CONTRACTING AGENCY that the Builder's on-the-job training programs satisfied Contract requirements before making payment on the associated pay item. Request disadvantaged business enterprise (DBE) clearance from the CONTRACTING AGENCY shortly after the DBE subcontractor completed its work and final payment on the associated pay item had been made.

Actively work to resolve disputes in earnest, without hesitation, and with the goal that all Contract changes are concluded before project completion.

**B3.55.2 Activities Performed After Project Completion:** In conjunction with making the final progress payment, complete the final estimate assembly.

Provide the final estimate assembly and all project records to the CONTRACTING AGENCY for review. Request the CONTRACTING AGENCY's certification of the final estimate and completion of its final estimate review report. Resolve discrepancies discovered during the review.

After the CONTRACTING AGENCY's certifies the final estimate, provide the certification of final estimate, certification of release, and gratuity and conflict of interest affidavit to the Builder for ratification. Provide copies of the final quantity and amount summaries to the Builder as a courtesy to aid in understanding the final amount of each pay item.

After the Builder certifies the final estimate and release, request the Builder to file its notice of completion with the Alaska Department of Labor and Workforce Development (DOLWD). Request tax clearance from the DOLWD and the Alaska Department of Revenue promptly after the Builder files its notice of completion.

After all clearances have been received, provide the prepared final acceptance letter and final inspection of

federal-aid project report to the CONTRACTING AGENCY for its signature.

Once signed, issue the letter of final acceptance to the Builder to discharge the Contract. However, the Contract is not truly discharged until the Builder receives its final payment, which requires assembly of the final construction report documents. Complete the final construction report and submit it to the CONTRACTING AGENCY as the final deliverable.

Complete miscellaneous reports and compile documents for the final construction report concurrently with the Contract closure process. Have all documents preserved and made ready to assemble the final construction report as soon as the letter of final acceptance is released to the Builder.

A flowchart expressing the sequence of the Contract closure process is included at the end of this statement.

#### **ARTICLE B4 PERFORMANCE CRITERIA**

**B4.1 General:** The CONTRACTING AGENCY will evaluate the CONTRACTOR's performance for conformance to the written terms of this Agreement.

#### **ARTICLE B5 DELIVERABLES**

**B5.1 General:** Provide deliverables as described in this Agreement and as requested by the CONTRACTING AGENCY.

Establish and maintain a readily accessible system of accurate and complete records covering all project activities that are sufficiently clear so that a person unfamiliar with the work can reasonably understand the quality and quantity of the Builder's work and substantiate Contract payment. This service includes providing a complete record of:

- narration and source documentation used as a basis for Contract payments;
- documentation assuring Contract compliance;
- Builder activity documentation
- site conditions;
- communications;
- directives;
- reports and summation of material test results; and,
- Contract changes.

Create an electronic records system containing all of the basic sections outlined in Table I to store all recorded documentation. Once established, concurrently keep the recording system updated as the work progresses.

Considering many records are developed concurrently with the work and *ex post facto* re-creation of these records is unfeasible, backup the electronic records system at least once each week, if not more frequently.

**B5.2 Pre-bid Construction Review Document:** Record construction document review observations. Listing each observation separately. Provide a specific reference to the location in the construction document associated with the observation.

**B5.3 Pre-bid Meeting Record:** Document meeting highlights, including attendance, presented topics, bidder questions, and discussions in a report format.

**B5.4 Preconstruction Site Inspection Report:** Document all site conditions prior to the start of construction. Provide the limits of inspection and a narrative of material observations. Supplement the report with a video or still camera photographs. Provide sufficient detail so that a person unfamiliar with the project can reasonably understand the site condition before construction.

**B5.5 Maintenance Coordination Memorandum:** After meeting with the facility's maintenance and operations representative to coordinate maintenance responsibility during construction, prepare a memorandum outlining maintenance responsibilities during construction if requested. Provide copies of the memorandum to the maintenance and operations representative and the Builder.

**B5.6 Staff Assignment Plan and Notification:** Develop a staffing plan for efficient and effective completion of all work described in this Agreement. Consider resource needs and sequence based on anticipated work described in the Builder's construction progress schedule, phasing plan, etc. Include the following in the plan:

- name;
- role;
- contact information;
- description of duties;
- responsibilities;
- utilization (full-time, part-time, seasonal, etc.);
- organization chart for supervisory authority;
- schedule;
- work location; and,
- use of subcontractors.

**B5.7 Preconstruction Conference Agenda and Record:** Prepare a preconstruction conference agenda listing topics for recorded discussion and unrecorded discussion. Inquire with the Builder for agenda items.

Document the name of each attendee and record the conference discussion. A script for leading conference discussion is optional; however, blatant reading from a script at the conference is not allowed.

**B5.8 Daily Work Reports:** Provide a clear, concise, correct, complete and concurrent daily record of the Builder's activities and progress with sufficient detail so that a person unfamiliar with the work can reasonably understand the work, events, and activities that occurred. Document the work, keeping such records as are necessary to:

- record workforce, equipment, and materials utilized and unutilized;
- record progress (or lack thereof) in completing work shown on the progress schedule;
- determine Builder production rates, efficiency, acceleration, and delay;
- validate items provided by the Builder are traceable to approved submittals, the quantities represented on the approved submittal meet or exceed the quantity provided, and the installation, application, and condition of the items satisfy the agreement implied by the submittal approval;
- validate and assure the work conforms to the Contract and is eligible for payment;
- measure and verify quantities eligible for Contract payment; and,
- document material matters (e.g. oral notifications, disputes, directives, conversations) affecting progress, difficulty, and quality of the work performed (e.g. differing site conditions, contractual ambiguities, delays, unacceptable work).

Use photographic records to document the Builder's work. Photograph or videotape events or conditions difficult to describe in text such as,

- before and after site conditions;
- routine progress during construction, unusual events;
- heavy equipment set-up and utilization (crushers, hot plants);
- culvert installations;
- the condition of materials sources (before, during and after);
- construction signing and safety marking;
- accident or damage scenes;
- emergency conditions;
- differing site conditions; and,
- the condition of the Builder's equipment.

Provide documentation that is a record of the Builder's work or conditions affecting the Builder's work. Do not include subjective or personal comments about workers or their personalities. Do not document on CONTRACTING AGENCY, CONTRACTOR, or inspector's work.

**B5.9 Engineer's Daily Diaries:** Provide a daily overview of all project operations reporting the Builder's work activities and events involving the Engineer. Include the following:

- weather observations noting when conditions occurred that may have accelerated or delayed the Builder's operations;
- general observations of the Builder's activities;
- narrative of overall Builder progress according to its progress schedule comparing planned vs actual delivery;
- explain causes of delay and whether the delay is critical or non-critical, excusable or non-excusable, compensable or non-compensable;

- narrative of material communications with the Builder;
- directions given to the Builder;
- disputed work items;
- narrative of observed site conditions compared to conditions described in the Contract or recognized as inherent to the work;
- changes in staff and staff assignments;
- note inspections performed and reference resultant daily work reports;
- identify project visitors and affiliation;
- document the presence of local law enforcement personnel operating within the project;
- significant events such as accidents, vehicle crashes, pollutant discharge;
- milestones achieved such as achieving interim completion dates, completion or partial acceptance of work segments; and,
- information listed under the daily work report for Builder activities that are not being covered by an inspector.

Provide diaries after the Contract has been awarded and until the Contract is closed.

**B5.10 Materials Testing Summary:** Document and summarize all materials tests performed for acceptance of the work in a record itemized according to Contract pay item and associated material tested. List each test performed according to a unique sample identification and the test's results. Provide the minimum number of tests required according to the CONTRACTING AGENCY's material sampling and testing frequency (MSTF) guide based on the final material quantity. The materials testing summary described is a final product delivered as part of the Contract closure process, but creation and development of the summary is required to be a concurrent activity subject to CONTRACTING AGENCY oversight.

For small quantities of materials waived from acceptance sampling and testing, document materials acceptability on a project materials report (Form 25D-058).

Before construction work begins, develop the summary's outline, containing a list of acceptance tests and testing frequencies for all materials included under each pay item in the Contract and whether the test is subject to pass/fail evaluation or quality level analysis. Initially develop the number of tests required by cross referencing the MSTF guide with the planned Contract quantities. Increase the number of tests by 1 test or 10% of all tests, whichever is greater, to assure the minimum number of tests is achieved.

Update the material testing summary within 24 hours of test completion, material quantity revision caused by natural variation from planned quantity, and adding materials to the Contract by directed changes.

To aid the record keeping effort, use the materials sample identification system established in standard practice SP12 of the Alaska Test Method Manual.

**B5.11 Measurement and Payment Documentation:** Create a measurement and payment document for each item to guide Contract payment documentation and to serve as an outline for audit purposes. Describe the method for measuring and quantifying the work along with a schedule of source documents serving as basis for payment. Include agreements with the Builder for making payment for materials on hand, payments based on a schedule of values, and other payment agreements made before, during, and after the work has commenced. Document the degree of precision for measurements and quantity calculations. If a pay item is funded from more than one source, document the method for allocating quantities to each funding source.

Use the measurement and payment document as a contemporaneous record of Contract payments (interim through final). Include a progress summary for each pay item documenting:

- quantity of work completed and accepted;
- estimated value of work performed;
- allocation of amounts to each project, funding source, and funding eligibility (participating vs non-participating), according to the funding agreement and funding eligibility.
- amounts withheld for unsatisfactory performance with explanation for the withholding and description of actions for issuing withheld amounts; and,
- calculations and source documents used as evidence including narration creating a clear audit trail to each document.

Measure, calculate, and document each Contract payment with sufficient proof and evidence so that an auditor can conclude the Builder had made satisfactory progress and fulfilled all obligations necessary to receive payment. Do not estimate quantities.

When the Builder completes work on an item, memorialize this status in the progress summary with a note (signed and dated by the Engineer) certifying the work was completed according to the Contract, the date the work was accepted, the final quantity of work performed, and the final amount earned for the work.

If a pay item is eliminated, memorialize this status in the progress summary with a note (signed and dated by the Engineer) stating the item had been eliminated and the date the Builder was notified of the eliminated item.

For unused items, add a note (signed and dated by the Engineer) in the progress summary that the item was not used.

Maintain the measurement and payment document concurrently with the work's progress, updated within 24

hours of a change. Update the document whenever pay items are added, eliminated, or completed.

**B5.11.1 Source Documentation:** Source documents are original records serving as evidence (in physical or traceable electronic form) for a financial transaction that assures the work has been acceptably performed and eligible for payment. Use source documents that capture key information about the eligibility for payment, such as:

- identity of the pay item;
- identity of the parties involved or the project (by name and number);
- quantity of the item;
- installation or placement location; and,
- substance and adequacy of the work performed.

Records serving as source documents include daily work reports, submittals, weigh tickets, invoices, receipts, subcontracts, test reports, certified payrolls, force account records, survey measurements, etc. Provide a validation statement (signed and dated by the person creating or receiving the document) on at least one source document. Validate the quantity of the Builder's work eligible for payment and assure the work substantially conforms to the Contract and was incorporated into the project. Multiple documents containing partial validation statements are acceptable provided that the aggregate of all statements attests to validation of all work performed for that item.

A person's initials, printed or typewritten name, electronic (digital) signature, or handwritten signature, are all considered acceptable ways of signing.

Never destroy an original source document. If a source document requires editing or replacement (to clarify the information or to correct an error), perform the following:

- draw a line through the entry (thin pen line) making sure the inaccurate information is still legible;
- state the reason for the error in the margin or above the note if room;
- document the correct information; and,
- sign (or initial) and date the entry by the person making the change.

**B5.11.2 Payment Agreement for Materials On Hand:** When a Builder expresses interest in receiving a partial payment for materials reserved for future incorporation into the work, establish a written agreement with the Builder outlining specific terms and conditions pursuant to Contract provisions for making that payment. Address the following in the agreement:

- pay item(s) associated with the reserved material;
- material designation;
- quantity of reserved material allocated to the pay item(s);
- quality of material with certification the material meets Contract requirements;
- storage location;
- storage condition and maintenance;

- method of establishing the material's value;
- method of payment;
- payment amount and,
- signed and dated by the CONTRACTOR and the Builder.

Since reserved materials costs are included in the Contract price for completing the work item, describe an accounting process in the method of payment that:

- makes Contract payments at the item's Contract price;
- adjusts Contract payment amounts for paid reserved material costs as the material is incorporated into the work or otherwise becomes unreserved; and,
- is equitable to the estimated value of work performed;

Partial payment allows the Builder to recover costs for the reserved material, to which the CONTRACTING AGENCY receives interest in the material. Do not use or treat partial payments for reserved material as a credit for Contract payments.

The intent of making partial payments for materials reserved for incorporation into the work is to provide timely and equitable compensation to the Builder for work performed. Do not rely on Contract ambiguities to rationalize denying an agreement such as indirect terms inferring existence of other criteria (e.g. "or other approved location", "other information requested by the Engineer"). Do not deduct costs to inspect materials.

Obtaining signatures of both parties on the payment agreement establishes mutual assent of the terms and conditions of the agreement. The Builder is not contractually required to enter into an alternative payment method agreement and may refuse signature. In this event, investigate and document the Builder's concern with the agreement. Make partial payments according to the agreement whether or not the agreement had been ratified.

**B5.11.3 Schedule of Values Agreement:** The Contract contains an agreed upon scope and basis for Contract payments, including lump sum amounts paid under prescribed proration bases. For a lump sum amount without a specified proration method, the CONTRACTOR may make Contract payments incrementally pursuant to a schedule of values or installments mutually agreed upon with the Builder. If pursued:

- enter into negotiations with the Builder to establish terms and conditions for making reasonable payments that will be commensurate and equitable with the value of work;
- execute a written agreement signed and dated by the CONTRACTOR and the Builder specifying the schedule's terms and conditions; and,
- document the rationale for entering into the agreement and demonstrate payments made according to the schedule will be reasonable and equitable to both parties.

Obtaining signatures of both parties on the schedule of values establishes mutual assent of the terms and conditions of the agreement. The Builder is not contractually required to enter into an interim payment agreement and may refuse signature. In this event, do not enter into the agreement and make Contract payment according to the Contract.

**B5.11.4 Other Payment Agreements:** The Contract provides the terms and conditions for other payment agreements, in which mutual assent is established on quantities and payment amounts through verification and signature by both parties. Quantities and payment amounts are typically documented concurrently with the work with agreement execution occurring daily upon completion of the work. Examples include traffic flagging logs (Form 25D-037), force account records (Form 25D-195), etc. Complete these agreements according to the Contract using forms provided by the CONTRACTING AGENCY.

The CONTRACTOR is authorized to enter into payment agreements for making interim Contract payments using alternative measurement methods if the agreement contains the following:

- pay item associated with the agreement;
- method of measuring interim quantities;
- basis of payment for issuing interim payments;
- narration supported by documentation demonstrating interim payments are equitable to the estimated value of work performed and will not result in overpayment;
- a statement that the final payment amount will be at the Contract price based on accepted quantities measured according to the method described in the Contract; and,
- signed and dated by the CONTRACTOR and the Builder.

Obtaining signatures of both parties on the interim payment agreement establishes mutual assent of the terms and conditions of the agreement. The Builder is not contractually required to enter into an interim payment agreement and may refuse signature. In this event, do not enter into the agreement and make Contract payment according to the Contract.

**B5.11.5 Degree of Precision:** Determine the appropriate precision in measuring and calculating quantities for each pay item. Apply the measurement and calculation precision specified in the Contract (if present), otherwise determine precision from the following table:

BID PRICE / UNIT	MEASURED UNIT PRECISION	CALCULATED UNIT PRECISION
< \$10	0.1	1
\$10 - \$99.99	0.01	0.1
\$100 - \$999.99	0.001	0.01
≥ \$1000	0.0001	0.001

Round numbers as described in the follow sequence:

- Determine the digit subject to rounding.
- If the digit is followed by 5, 6, 7, 8, or 9, add 1 to the subject digit.
- If the digit is followed by 0, 1, 2, 3, or 4, do nothing.
- Erase all fractional digits beyond the subject digit.

Round quantities at the final calculation step. Round Contract payment amounts to the nearest one-hundredth of a United States dollar.

Use conventional and ordinary measurement methods consistent with the value or price of the pay item being measured that are:

- repeatable
- reasonably accurate;
- timely;
- unambiguous; and,
- responsive to disputes challenging the measurement's accuracy.

**B5.12 Submittal Approval Document:** Develop a document listing all expected Builder submittals required by the Contract (some common types include material certifications, working drawings, work plans, subcontracts, progress schedule updates, etc.). List submittals according to the best associated pay item and the following:

- Briefly describe the submittal;
- Reference the contract document location requiring the submittal;
- Note the contractual time limit for returning the submittal to the Builder; and,
- Note the date the submittal was approved.

A material certification list (if completed) has been provided in the Contract appendix. Incorporate the materials certification list into the submittal approval document. Only the submittal approval document needs to be maintained.

Keep the submittal approval document updated within 24 hours of a change, if not concurrently. Update the document whenever a directed change modifies a Contract submittal requirement.

This task is similar to the Builder's submittal register required by the Contract, but do not use the Builder's submittal register to complete this task. Develop the submittal approval document independently. The intent of this task is to independently evaluate and check the Builder's submittal register for completeness, to assure a complete submittal record is obtained, and to memorialize final submittal approval rather than the intermediate steps taken prior to approval.

The submittal approval document is not considered a source document for Contract payment, but outlines and memorializes approved submittals used as a basis for payment.

**B5.13 Buy America Register:** Develop and maintain a register listing products manufactured predominately of steel or iron and the quantity incorporated into the work. Consider predominately to mean at least 51 percent of the total cost of all components of the manufactured product. List each manufactured product under its associated pay item in sufficient detail and refinement to segregate distinct products (e.g. “#4 reinforcing steel bar” instead of “all rebar”). For pay items having no qualifying manufactured products, note this discovery under that item.

The intent of the register is to document manufactured products subject to Buy America provisions (23 CFR 635.410) to guide and assure a complete accounting of manufactured product compliance is recorded.

**B5.14 Certified Payroll Register and Labor Compliance Reporting:** Develop and use a register to track certified payrolls of the Builder and its subcontractors. The Builder and its subcontractors pay workers at least weekly and file certified payroll before the Friday of every second week that covers the preceding pay period. The intent of the register is to track and confirm the Builder and its subcontractors are filing timely certified payroll while work ongoing and to assure a complete record of certified payrolls is obtained.

Document questions and answers discussed during each labor compliance interviews using the CONTRACTING AGENCY’s labor compliance interview form (Form 25D-040).

**B5.15 Force Account Documents:** Report the quantities of labor, materials, and equipment that are used to complete the work. Provide daily records using the labor, equipment, and materials for time and materials work report (Form 25D-195).

Sign and date the report each day with signatures from both the Builder’s representative and the CONTRACTOR’s representative. Obtaining both signatures on the report establishes mutual assent of the labor, materials, and equipment quantities used to complete the work. The Builder is contractually required to verify and sign the report. In the event the Builder refuses to sign, investigate and document the Builder’s concern with the quantities recorded. Reconcile differences as appropriate. If at impasse, finalize the report and calculate compensation without agreement. Provide copies of the completed report to the Builder as soon as practicable.

Calculate and document compensation for force account work using the daily force account summary sheet (Form 25D-196) for each day force account work is performed. Complete the form immediately after receiving the report and associated equipment and material invoices (as applicable).

**B5.16 Specialized Daily Reporting Forms:** The Contract may include work of a uniquely technical nature requiring specialized reporting. Examples include daily concrete placement reports (Form 25D-207), pile driving records (Form 25D-099), pile log – boring log (Form 25D-046), and other specialized reports.

Complete reports concurrently with the work.

**B5.17 Progress Estimates:** Prepare progress estimates on forms provided by the CONTRACTING AGENCY. Use quantities memorialized on the progress summary as eligible for payment and fully supported by source documentation that the Builder fulfilled its obligations by satisfactorily executing the work.

Include eligible quantities for partial payment amounts according to the terms and conditions established in the written agreement with the Builder (e.g. payment agreement for materials on hand, schedule of values agreements).

When Contract payment amounts are divided amongst multiple projects, funding sources, and funding eligibility (participating vs non-participating), segregate quantities and amounts on the estimate to each division as allocated on the progress summary. Make multiple entries for an item on the estimate’s pay item schedule, one for each division.

When work is accomplished on items established by a directed change, segregate pay items on the estimate as either original to the awarded contract or newly established by directed change.

Draw a line through items on the estimate that have been deleted and replaced.

If amounts are withheld for unsatisfactory performance, explain the reason for the withholding on the estimate.

If liquidated damages are assessed, explain the reason for the damages on the estimate.

**B5.18 Directives:** Use directives to clarify Contract terms, order suspension and resumption of the Builder’s work, document directions and instructions given to the Builder, notify the Builder of non-conforming and unacceptable work, and initiate Contract work. Issue written directives using the directive form (Form 25D-069).

State clear, concise, correct, and complete directions to the Builder with consideration not to interfere with or direct the Builder’s means and methods. Exception: if the direction is intended to protect the public from imminent harm and corrective action is apparent, direct the Builder’s means and methods.

Although the directive form has a space for the Builder to sign acknowledging receipt, the Builder is not contractually obligated to sign the form and may refuse signature. A directive is in effect when physically delivered

to the Builder. In this event, investigate and document the Builder's concern with the directive.

**B5.18.1 Commencement of Work Orders:** State the reason for allowing work to begin, allowable activities that are authorized with reference to the Contract document outlining the work (e.g. suspension order directive, change instrument, or Contract item measured on a contingent sum basis), and the effective date for authorized activities.

**B5.18.2 Suspension of Work Orders:** State the defects or reasons for suspending work, order corrective actions required to release the suspension, and the time allowed to complete corrective actions.

**B5.18.3 Contract Non-Conformance Orders:** State the defect with reference to the Contract section describing the Builder's obligation and order the Builder to cure the defect.

**B5.18.4 Contract Clarification Orders:** If a patent ambiguity is discovered in the Contract, state the interpretation aligned with the Contract's intention.

**B5.19 Interim Work Authorizations:** Do not use interim work authorizations.

**B5.20 Change Instruments and Supporting Documents:** Prepare change instruments amending bid items, quantities, material requirements, specifications, contract time, construction details or any other deviations from the Contract. For changes within the Contract scope, prepare a change order. For changes outside the Contract scope, follow the state procurement code (AS 36.60) and prepare a supplemental agreement.

Describe changes that are clear, concise, correct, and comprehensive. Use imperative mood and active voice to communicate the Builder's responsibilities. Avoid repetition, conflicts, and ambiguities. Do not specify work or materials by brand name or any other means that limits competition. Avoid phrases such as "to the satisfaction of the Engineer", "as directed by the Engineer", and "or otherwise approved by the Engineer". List changes under the following categories:

- Modify Specifications;
- Modify Plans;
- Modify Pay Item Schedule; and,
- Modify Contract Time.

Use attachments as necessary.

**B5.20.1 Change Orders:** Prepare the change order including *pro forma* information and the details of the work, price, and time essential to the agreement. Amend the Contract using the CONTRACTING AGENCY's change order form and continuation sheets (Form 25D-068 and Form 25D-065, respectively).

Note on the change order whether the listed subcontractors are allowed to perform the work.

When finished preparing the change order, sign the recommendation signature block.

**B5.20.2 Supplemental Agreements:** When the CONTRACTING AGENCY determines a supplement agreement is warranted, assist the CONTRACTING AGENCY develop the documents necessary for a procurement waiver. Prepare the supplemental agreement including *pro forma* information and the details of the work, price, and time essential to the agreement. Amend the Contract using the CONTRACTING AGENCY's supplemental agreement form and continuation sheets (Form 25D-064 and Form 25D-065, respectively). The CONTRACTING AGENCY will request assistance on an as needed basis for other work.

**B5.20.3 Supporting Documents:** Narrate the purpose for pursuing a single source procurement method using the support information/backup sheet and continuation sheets (Form 25D-068 and Form 25D-065, respectively). The classification of the change dictates which of the following components to include in the support documents:

- Reason for change (compensable and excusable Contract time changes);
- Independent estimate (compensable change);
- Builder's cost proposal (compensable change);
- Explanation of costs (compensable change);
- Explanation of Contract time adjustment (excusable contract time change); and,
- Justification for using force account methods (compensable change).

Provide a clear, concise, and comprehensive record of information addressing each of the relevant components. Explain the Builder's entitlement, quantum, and adjustments in sufficient detail so that a person unfamiliar with the work can reasonably deem the procurement as valid and proper. Be brief. Only document what is necessary to accomplish the task. Avoid tautological justifications and *post hoc ergo propter hoc* reasoning to explain the change. Include germane attachments only and as expressly referenced in the applicable support component. Do not include irrelevant information such as correspondence, history or chronology of events, recommendations, etc.

Describe the fundamental reason for the change. Common reasons include Contract defects, extra work, constructive changes, delays, force majeure, substitutions, differing site conditions, value engineering change proposals, reasonably acceptable non-conforming work, utility conflicts, and dispute resolution. Include relevant facts substantiating the reason for the change. Do not describe the work as the reason for the change.

Provide an independent estimate or reference an attached estimate if the change is compensable. The independent estimate is not applicable to changes solely involving excusable Contract time adjustments.

Attach and reference the Builder's cost proposal.

For compensable changes, briefly explain the determination of costs. Describe material differences between the Builder's cost proposal and the independent estimate. Rationalize the conclusion of reconciling each difference and the consensus to the agreed price for the proposed work.

For excusable Contract time changes, summarize the Builder's notification of an excusable delay event and the schedule impact analysis quantifying the delay and apportioning responsibility for the delay. Attach copies of the notification and analysis.

For compensable changes determined by force account (actual direct costs for labor, materials, and equipment plus indirect costs for overhead and profit), document the reason for using this method.

**B5.20.4 Independent Estimate:** Pursue the independent estimate as a separate and complete-in-itself narrative of estimated costs. Document a cost analysis estimating the labor, materials and equipment necessary to complete the proposed work. Estimate the effort (e.g. material quantities, hours worked, etc.), hourly rates (e.g. standby, operating, straight time, overtime, etc.), direct costs (purchases, shipping, travel, per diem, etc.), and indirect costs (e.g. overhead, profits, superintendence, additional bonding, etc.).

Document assumptions used and limitations considered in the estimate. Reference previously agreed to costs and rates and include copies of the agreement with the estimate. Do not rely on costs in previously completed estimates, cost proposals, and change instruments or make reference to these documents (do not consider these documents as independent).

Assume workforce needs and associated labor classifications necessary to perform the proposed change. Use rates and fringe benefits from actual worker pay rates shown on certified payrolls or from prevailing wage rates included in the Contract. Include overtime costs for hours worked in excess of 8 hours per day and 40 hours per week. Assume worker's compensation insurance is 8 percent, unless proof of higher rates had been provided by the Builder and documented in the estimate. Assume indirect costs for labor is 35 percent of the net labor cost without overtime, unless another indirect cost rate has been agreed to and documented in the estimate.

Assume quantities, purchase costs, and delivery costs for materials necessary for the proposed work. Assume indirect costs for materials is 15 percent of the total material cost, unless a different indirect cost rate has been agreed to and documented in the estimate.

Assume equipment needed and operations necessary to perform the proposed work. Determine operating,

overtime, and standby equipment rates published in the current edition and appropriate volume of the Rental Rate Blue Book, by EquipmentWatch, Penton Media, Inc. unless the Builder has demonstrated its internal equipment rates are more appropriate. Assume the equipment is working at the overtime rate for hours worked in excess of 8 hours per day and 40 hours per week. Indirect costs are included in the equipment rates so do not markup these costs unless compelled to do otherwise with documented justification.

For work assumed to be performed by a listed subcontractor work, estimate the Builder's indirect cost to administer the subcontracted work as 5 percent of the subcontractor's direct and indirect labor, equipment, and materials costs, unless another indirect cost rate has been agreed to and documented in the estimate. Do not blindly assume the subcontract is performing work on a specialty item to justify a higher indirect cost rate.

A price analysis using comparable historic bid prices may be used to refine and support the cost analysis.

Sign and date the independent estimate when completed.

**B5.20.5 Request for Builder's Cost Proposal:** Prepare a request for proposal using the CONTRACTING AGENCY'S proposal form and continuation sheets (Form 25D-067 and Form 25D-065, respectively). Describe the proposed change exactly as it appears on the change instrument.

**B5.21 Stormwater Pollution Prevent Plan:** The storm water pollution prevent plan (SWPPP) is a continuously evolving document through modifications, amendments, and updates as the work progresses. The SWPPP requires active participation by the CONTRACTING AGENCY, CONTRACTOR, and Builder in the plan's development, implementation, and termination. The work to deliver a compliant SWPPP is described in Article B3, Work to Be Accomplished. The deliverable is described in that article.

As the SWPPP work progresses, concurrently store records kept during construction using the CONTRACTING AGENCY's eDocs system. File a copy of the initial SWPPP in the CONTRACTING AGENCY's eDocs system within one week of its approval.

Use the CONTRACTING AGENCY's eDocs cover sheet when transmitting records to the eDocs system. Send the following documents:

- Initially approved SWPPP;
- Final SWPPP;
- Construction site inspection report (Form 25D-100);
- Daily record of rainfall (Form 25D-115);
- Grading and stabilization activities log (Form 25D-110)\*;
- Corrective action log (Form 25D-112)\*;
- Delayed action item report (Form 25D-113)\*;
- Amendment log (Form 25D-114)\*;

- Project staff tracking form (Form 25D-127)\*;
- Training log (Form 25D-125)\*; and,
- Changes to Site Maps\*

\* *Asterisked forms and data are transmitted if they were changed or information added during the reporting time period.*

**B5.22 Traffic Control Inspection Reports:** Document in a daily work report (Form 25D-186) material details, observations, and conversations throughout the work day regarding traffic control implementation. Note whether or not the devices complied with the approved traffic control plan and Contract requirements. State whether or not the Builder had been checking and maintaining devices. Describe actions taken if devices were found non-compliant. Document the effectiveness of the traffic control implementation (e.g. traffic queue time, traffic incidents, and interference with the Builder's operations). Include evaluation of the Builder's efforts (or lack thereof) to implement proper traffic control, sequence of operations, resources used to install and maintain devices, time when actions were taken, and conversations regarding the acceptability and effectiveness of the traffic control.

Report device counts each day using the traffic control signs and devices daily report form (Form 25D-103). Sign and date the form each day with signatures from both the Builder's representative and the CONTRACTOR's representative.

When operations involve flaggers, complete a traffic flagging log (Form 25D-037) each day flaggers are employed. Meticulously record time when flaggers are dedicated to flagging operations (including preparation, teardown, and standby time). Do not include as flagging time work performed by flaggers on contract work paid under a separate pay item other than flagging (e.g. assisting with installation and removal of traffic control devices paid under the traffic maintenance item). Sign and date the log each day with signatures from both the Builder's representative and the CONTRACTOR's representative. Obtaining both signatures on the log establishes mutual assent of hours flagged. The Builder is not contractually required to sign the traffic flagging log and may refuse signature. In this event, investigate and document the Builder's concern with the traffic flagging log. Provide copies of the completed traffic flagging log to the Builder as soon as practicable.

**B5.23 Job Hazard Analysis:** Conduct a job hazard analysis to identify uncontrolled hazards before performing specific job tasks. Perform the analysis as described in the Occupational Safety and Health Administration - Job Hazard Analysis publication (OSHA 3071).

**B5.24 Safety Meeting Report:** Provide a brief summary of each safety meeting on a supervisor's safety meeting report form (Form 25M-063). Document the name of all meeting attendees as stated on the form.

**B5.25 Commercially Useful Function Monitoring and Verification Reports:** Complete a disadvantaged business enterprise (DBE) commercially useful function monitoring report (Form 25A-298) and commercially useful function (CUF) verification report (Form 25A-299) for each DBE firm performing contracted work.

Complete each CUF monitoring report shortly after each DBE first begins contracted work. If the project extends for multiple seasons, complete additional CUF monitoring report for each construction season the DBE is working.

Complete the CUF verification report after the DBE is substantially finished with their portion of the contracted work.

Interview the DBE's on-site representative having technical knowledge and ability to answer questions regarding the DBE's work performed. Complete the CUF verification reports with consideration of information provided on previously completed CUF monitoring reports.

Sign and date the CUF monitoring and verification reports with signatures from both the DBE's on-site representative and the CONTRACTOR's representative. Obtaining both signatures on the CUF monitoring and verification reports establishes mutual assent to the information stated on the report. The CONTRACTING AGENCY and DBE do not have a contractual relationship; however, the Builder does have a contractual obligation for DBE participation in the work. The DBE's on-site representative through the Builder is not contractually required to sign the CUF monitoring or verification report and may refuse signature. In this event, investigate and document the DBE's on-site representative's concern with the recorded information.

Include photographs and document DBE activities. Note whenever there are significant changes to the DBE's day-to-day operations that may not be consistent with commercially useful work.

Coordinate with the CONTRACTING AGENCY for any questions or assistance completing the reports. The CONTRACTING AGENCY can provide additional information if the CONTRACTOR is unsure of who is the on-site DBE representative.

Only the CONTRACTOR is allowed to complete CUF monitoring and verification reports. Do not accept or request a report completed by the Builder or DBE firm.

Submit each completed CUF monitoring and verification report to the CONTRACTING AGENCY within 24 hours after completing the report.

**B5.26 Accident and Vehicle Collision Reports:** Report vehicular accidents within the project limits and involving traffic in a queue backed up from work on the work zone accident report form (Form 25D-123).

Report accidents to the CONTRACTING AGENCY. Submit a copy of the police report and other pertinent information upon receipt.

**B5.27 Design Recommendations Report:** Document recommendations that would improve construction administration on future contracts with similar scope of work. Describe problems with the Contract encountered during construction and make recommendations that could avoid those problems. Critique the plans and special provisions and opine as to whether these documents were clear, concise, and comprehensive. Remark on the adequacy of design assistance, timeliness of responses, and willingness to participate in the project's construction.

Provide specific detail to each remark to aid in context. Document recommendation concurrently with the work by keeping a contemporaneous record of noteworthy construction administration problems encountered.

**B5.28 Contemporaneous As-Built Contract:** Concurrently revise and update a designated Contract to record:

- all changes to plans and specifications, as new pay items are added to the Contract, and as original items are deleted;
- as-built drawings describing the work built in more sophistication and precision than originally shown; and,
- *extant* site conditions differing from expected conditions implied by the original documents.

The intent of maintaining a contemporaneous Contract is to provide a single contract record reflecting the current state of the contract for CONTRACTOR and CONTRACTING AGENCY reference and use.

**B5.29 Construction Progress Reports:** Periodically submit to the CONTRACTING AGENCY construction progress reports using the project construction report form (Form 25D-057PSA). Provide a continuous record of construction progress starting at the time physical construction contemplated under the Contract first occurs through project completion.

Describe all construction activity underway since the previous report. Support the discussion by including copies of significant correspondence, directives, materials test results, inspection reports received from other agencies, and similar material. Include narration on the following topics:

**B5.29.1 Construction Status Information:** Document information regarding Contract time, Contract amount, statistics on the Builder's operations, and construction progress status on established and anticipated work items. For established items, remark on the work item's anticipated completion date and work acceptance status. For anticipated work items, remark on the associated change document status.

**B5.29.2 Builder's Operations Narrative:** Describe ongoing material matters (notifications, problems, disputes, changes, etc.). As soon as the CONTRACTOR becomes aware, document the matter in the narrative and create a unique file to store documentation (e.g. emails, payment records, reports, photographs, etc.) pertaining to the matter. Provide the location of this file in the narrative. When the matter has been resolved with the Builder, memorialize the resolution date in the narrative.

Describe impacts to the construction progress schedule including any delays, disruptions, and Builder acceleration. Quantify each impact (anticipated or actual) and assign the party responsible for the impact. For Builder caused delays and force majeure events, quantify delay to the progress schedule. For CONTRACTING AGENCY caused delay, quantify the delay and estimate the cost associated with the impact.

**B5.29.3 CONTRACTOR Expenditure Report:** Provide accounting for all CONTRACTOR costs charged to the Agreement during the narrative period. Summarize total-to-date charges and percentage of authorized amount spent.

**B5.29.4 CONTRACTOR Operations Narrative:** Provide a summary of staff activities and assignments that occurred during the narrative period. Describe general observations on contract progress, significant materials test results, significant conversations, meeting action items, and visitors to the project.

Provide a schedule of staff activities for the next period including independent assurance oversight activities that may occur.

**B5.30 Contract Completion Letters:** Prepare the following letters as deemed essential and pursuant to the order of Contract completion:

- reporting of final inspection letter;
- letter of partial completion;
- letter of substantial completion;
- letter of project completion; and,
- letter of final acceptance.

**B5.30.1 Reporting of Final Inspection Letter:** Prepare a letter, for the CONTRACTING AGENCY's signature, reporting the following information from the final inspection:

- Description of the portion of work (for partial completion determination);
- Date of the final inspection;
- List of attendees;
- List of incomplete or defective work items;
- Denote items necessary to achieve substantial completion;
- Statement that a completion letter will be issued when subsequent inspections reveal the work or portion of the work is complete.

B5.30.2 Letter of Partial Completion: Prepare a letter, for the CONTRACTING AGENCY's signature, memorializing partial completion of the project and accepting the portion from the builder. Include in the letter:

- Date of the qualifying inspection;
- List of attendees;
- Description of the portion of project that is partially complete;
- Statement that the Builder has substantially completed all work on the described portion of the project in accordance with the Contract, and the CONTRACTING AGENCY accepts the work on that portion of the project;
- Date upon which substantial completion of the work occurred, signifying the date upon which the CONTRACTING AGENCY assumed maintenance responsibilities; and,
- Statement that acceptance does not relieve the Builder from its remaining Contract obligations nor stop Contract time.

B5.30.3 Letter of Substantial Completion: Prepare a letter, for the CONTRACTING AGENCY's signature, memorializing substantial completion of the project. Include in the letter:

- Date of the qualifying inspection;
- List of attendees;
- List of incomplete or defective work items necessary to achieve project completion;
- Statement that the Builder has substantially completed all work on the project in accordance with the Contract, and the CONTRACTING AGENCY accepts the completed work;
- Date upon which substantial completion of the work occurred, signifying the date upon which the CONTRACTING AGENCY assumed maintenance responsibilities; and,
- Statement that acceptance does not relieve the Builder from its remaining Contract obligations nor stop Contract time.

B5.30.4 Letter of Project Completion: Prepare a letter, for the CONTRACTING AGENCY's signature, memorializing completion of the project and accepting the work. Include in the letter:

- Date of the qualifying inspection;
- List of attendees;
- Statement that the Builder has completed all work on the project in accordance with the Contract, and the CONTRACTING AGENCY accepts the work;
- Date upon which project completion of the work occurred;
- Statement that Contract time stopped as of the project completion date; and,
- Statement that acceptance does not relieve the Builder from its remaining Contract obligations to achieve final acceptance of the project.

B5.30.5 Letter of Final Acceptance: Prepare a final acceptance letter for the CONTRACTING AGENCY's

signature. Include a statement relieving the Builder of further obligations under the Contract, except for those involving warranties or guarantees.

B5.31 Final Construction Report: Assemble essential Contract documents into one report. A checklist of all final construction report documents is included at the end of this statement.

B5.31.1 Final Estimate Assembly: Prepare an assembly of the final estimate documents and final contract documents.

Complete the final estimate documents by performing the following:

- Summarize quantities and amounts for original Contract pay items including associated Federal Highway Administration improvement type (FA codes), funding source coding, and eligibility (participating and non-participating) for each pay item.
- Summarize quantities and amounts for new Contract pay items including associated Federal Highway Administration improvement type, funding source coding, and eligibility for each pay item.
- Recapitulate final contract amount allocating costs to each funding source, eligibility, and improvement type.
- List all Builder payment amounts (progress estimates and final payment) according to funding source and eligibility.

Prepare the final contract documents including a letter of final acceptance, certification of final estimate (Form 25D-116), certification of release (Form 25D-117 or Form 25D-118), and a gratuity and conflict of interest affidavit for the CONTRACTING AGENCY's and Builder's ratification.

Prepare a final inspection of federal-aid project report (Form FHWA-1446C-AKDO).

Include the CONTRACTING AGENCY's final estimate review report in the assembly when available.

B5.31.2 Final Construction Report Summary: Complete a summary sheet providing basic information about the project including identifying the Engineer and the Builder, significant Contract dates, and significant contract financial information. Use forms provided by the CONTRACTING AGENCY.

B5.31.3 Explanation of Overruns, Underruns, and Contract Changes: Memorialize material deviations from the original contract by examining and explaining the reason for each Contract change and substantial quantity changes.

List major pay items whose final quantity varied more than 25 percent from the estimated quantity and brief explain each quantity change.

List and briefly explain each Contract change by summarizing the reason for the change. Do not use the change instrument's effect as the explanation, but rather explain the cause of having to change the Contract.

If there are no overruns, underruns, or change documents on the project, this item is not applicable.

**B5.31.4 Report on Claims:** Report on all formal claims and their resolution. Do not report on disputes.

If there are no formal claims on the project, this item is not applicable.

**B5.31.5 Proof of Construction and Use Documents:** Document proof of construction for right of way (Form 25D-173) whenever the project involves the acquisition of public land or rights-of-way across public lands.

Document proof of use for materials sources (Form 25D-174) whenever the project involves Department-furnished materials sources on public lands, whether the sources were used or not. Complete a form for each source and include a plan view of the source showing the condition of the source at the end of the project along with a tabulation of quantities of materials removed.

If there were no acquisition of public land or CONTRACTING AGENCY-furnished material sources on public lands during prosecution of the Contract, the form is not applicable.

**ARTICLE B6  
DELIVERY SCHEDULE**

**B6.1 General:** Deliver all project records produced under this Agreement within 30 days of the project completion determination, unless mitigating circumstances beyond the CONTRACTOR's control necessitates extension of this deadline.

Intermediate delivery of specific documents is also required given the complexity and nature of construction administration work and satisfying funding source requirements. Complete documentation as soon as practicable. Complete intermediate delivery of specific documents as follows:

<b>DOCUMENT</b>	<b>INTERMEDIATE DELIVERY SCHEDULE</b>
Pre-bid construction review document	By deadline established for the review
Pre-bid meeting record	3 days after the meeting
Preconstruction site inspection report	7 days after the inspection
Maintenance coordination memorandum	7 days after the meeting
Initial staff assignment plan	7 days after Notice-to-Proceed.
Staff assignment plan updates	1 day of change

Staff assignment notification	day of notification
Preconstruction conference agenda	7 days prior to the meeting
Preconstruction conference record	7 days after the meeting
Daily work reports	1 day after the inspection
Engineer's daily diary	1 day after entry date
Materials testing summary - Initial	30 days after Notice-to-Proceed
Materials testing summary - Update	1 day after test completion or discovery of errors.
Measurement and payment document - Initial	30 days after Notice-to-Proceed
Measurement and payment document - Update	1 day after a change, calculation, delivery of a source document, or discovery of errors.
Payment agreements	day of agreement
Submittal approval document - Initial	30 days after Notice-to-Proceed
Submittal approval document - Update	1 day after change or discovery of errors
Submittal compliance - material documents	3 days after receipt
Submittal compliance - work plans and shop drawings	7 days after receipt
Submittal compliance - baseline progress schedule	7 days after receipt
Submittal compliance - schedule of record update	3 days after receipt
Submittal compliance - certified payroll	Before progress period end date
Submittal compliance - DBE records	Before progress period end date
Submittal compliance - subcontracts	3 days after receipt
Submittal compliance - SWPPP	Per Contract requirements
Submittal compliance - other SWPPP records	1 day after receipt
Submittal compliance - traffic control plans	3 days after receipt
Submittal compliance - other traffic control records	1 day after receipt
Submittal compliance - weld plan review	7 days after receipt
Submittal compliance - all other	3 days after receipt
Labor compliance interviews	1 day after interview
CUF reports	1 day after interview
Buy America register - Initial	30 days after Notice-to-Proceed

Buy America register - Update	1 day after change or discovery of errors
Certified payroll register - Initial	45 days after Notice-to-Proceed
Certified payroll register - Update	1 day after change or discovery of errors
Force account documents	day of inspection
Specialized reporting forms	1 day after inspection
Progress estimates	3 days after period end date
Directives	day of issue
Change instruments and supporting documents	7 days after discovery of need
Traffic control inspection reports	1 day after inspection
Flagging log	day of inspection
Job hazard analysis	30 days after Notice-to-Proceed
Safety meeting report	7 days after meeting
Work zone accident report	10 days after occurrence
As-built contract update	day of change
Construction progress reports	weekly during periods of active construction and monthly during periods of work suspension.
Contract completion letters	1 day of occurrence
Final estimate assembly	7 days after project completion
Final construction report	30 days after project completion

<https://dot.alaska.gov/stwddes/desenviron/resources/stormwater.shtml>

DOCUMENT	PROVIDER
Conformed Contract	CONTRACTING AGENCY
Standard Specifications	CONTRACTING AGENCY
Alaska Test Methods Manual	CONTRACTING AGENCY
Alaska Traffic Manual	CONTRACTING AGENCY
Materials Sampling & Testing Frequency Table	CONTRACTING AGENCY
Alaska Sign Design Specifications	CONTRACTING AGENCY
Alaska Storm Water Pollution Prevention Plan Guide	CONTRACTING AGENCY
Project Contract Information	CONTRACTING AGENCY
FHWA Improvement Type Codes	CONTRACTING AGENCY
AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing	CONTRACTOR
American Society for Testing & Materials (ASTM) Standards	CONTRACTOR
Manual for Assessing Safety Hardware (MASH)	CONTRACTOR
National Cooperative Highway Research Program (NCHRP) Report 350	CONTRACTOR
American Traffic Safety Services Association's Quality Guidelines for Temporary Traffic Control Devices	CONTRACTOR
American National Standards Institute (ANSI) Standards	CONTRACTOR
American Wood Protection Association (AWPA) Standards	CONTRACTOR
American Concrete Institute (ACI) Standards	CONTRACTOR
American Welding Society (AWS) Standards	CONTRACTOR
AASHTO LRFD Bridge Design Specifications	CONTRACTOR
Rental Rate Blue Book, by EquipmentWatch, Penton Media, Inc.	CONTRACTOR
American Association of Cost Engineers (AACE) International Recommended Practices	CONTRACTOR

## ARTICLE B7 CONTRACTING AGENCY ASSISTANCE

**B7.1 General:** The CONTRACTING AGENCY will provide forms outlined in the Agreement, answer questions, assist with Contract and permit amendments, and specific documents described in the table below. The CONTRACTING AGENCY will not provide, supply, or furnish any construction engineering hardware, equipment, supplies, and resources.

The Alaska Construction Manual contains numerous ambiguities, conflicts, and passively written instructions. For this reason, the manual is not part of this Agreement so do not use the manual as specifying services. Instead, the manual may be used as a reference for background information and for providing context to these instructions.

For more information regarding construction forms, manuals, standards, and instructions refer to:  
<https://dot.alaska.gov/stwddes/dcsconst/index.shtml#>

For information and guidance regarding stormwater pollution prevention plans, refer to:

Institute of Electrical and Electronics Engineers (IEEE) Standards	CONTRACTOR
Insulated Cable Engineers Association (ICEA) Standards	CONTRACTOR
National Electrical Manufacturers Association (NEMA) Standards	CONTRACTOR
Rural Utilities Service (RUS) Standards	CONTRACTOR
National Electrical Contractors Association (NECA) Standards	CONTRACTOR
American Water Works Association (AWWA) Standards	CONTRACTOR
National Electrical Safety Code (NESC)	CONTRACTOR
National Electric Code (NEC)	CONTRACTOR

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**Table I – Filing System**

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**A. Contract Files**

1. Conformed Contract (including as-built drawings)
2. Engineers Estimate and Bid Tabulations
3. Directives
4. Change Documents
5. Utility Installation/Relocation Agreements

**B. Correspondence and Report Files**

1. Contractor correspondence (including Letter of Award, Notice to Proceed, Progress Schedules, TCP, SWPPP, HMCP, Project Completion Letter)
2. Claims (separate files for each situation, if more than one, and a separate file for Attorney-Client Privilege correspondence)
3. All other correspondence (intra-departmental, inter-agency)
4. Project Construction Reports (weekly/semi-monthly reports)
5. Progress Reports (Engineer's diary, inspector's daily reports)
6. All other reports (safety meeting reports, SWPPP inspection reports, federal agency inspection reports, quality assurance/review reports, accident reports, and Departmental inspection reports).

**C. Pay Estimate and Item Files**

1. Progress Payment Estimates
2. Pay Item Files (set up files for each contract pay item to contain or reference the source documents and calculations for progress estimate pay quantities and containing all submittals).

**D. Material Files**

1. Material Test Results and Reports (set up files for each contract pay item and type of test, as needed including Project Materials Reports)
2. Materials Testing Summary

**E. Administrative Files**

1. Master Index
2. Permits (material sources, environmental, building)
3. Photographic Records (photo albums, video index)

**F. Design/Project Development Data Files**

1. Materials Report
2. Design Files (including original bid quantity calculations)
3. Right-of-Way Information
4. Project Survey Data

**G. Contract Closure**

1. Final Contract Documents (Certificate of Release (Form 25D-117 or Form 25D-118), Certification of Final Estimate (Form 25D-116), summary of quantities, summary of contract payments)
  2. Final Construction Report (federal-aid forms; funding recapitulation; explanations of quantities and change documents; design recommendations, report on claims, clearances)
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