



SMALL PROCUREMENT DOCUMENTS

for Construction Related Professional Services - RFP, Proposal & Award per AS 36.30.320 and 2 AAC 12.400

PART A – REQUEST FOR PROPOSALS

NOTE: State & FHWA Small Procurement Limit is \$200,000; FAA/FTA Small Procurement Limit is \$150,000.

GENERAL INFORMATION

These documents consist of three parts (Part A - Request for Proposals; Part B - Proposal Form; Part C - Contract Award, Notice to Proceed & Invoice Summary) – **plus the current edition dated January 2018 of the Standard Provisions Booklet** (DOT&PF Standard Provisions for Small Procurements of Construction-Related Professional Services) that is hereby incorporated by reference. The Booklet will not

be distributed with any of the three parts; however, a copy may be obtained on our website at the following link: <http://www.dot.state.ak.us/procurement>. The Booklet contains copies of the Small Procurements Procedure (Chapter 2 of the PSA Manual), Appendix A (General Conditions), Appendix C (Compensation), Exhibit C-1 (Methods of Payment), Appendix D (Indemnification and Insurance), and Appendix E (Certificate of Compliance).

Project Title: Sterling Highway MP 45-60 Sunrise to Skilak Lake Road Reconstruction Relocation Services		Contracting Agency:	
IRIS Program No: CFHWY00694 RFP No. 25212030		State of Alaska	
Federal Project No: 0A33029		DOT&PF – Central Region	
Project Site (City, Village, etc.) Cooper Landing, Alaska		4111 Aviation Avenue	
Agency Contact: Brittany Nuxall, Right of Way Agent		Phone: 269-0348	Email: brittany.nuxall@alaska.gov
Estimated Amount of Proposed Contract:	<input checked="" type="checkbox"/> less than \$50,000	<input type="checkbox"/> \$50,000 to \$100,000	
	<input type="checkbox"/> \$100,000 to \$150,000	<input type="checkbox"/> \$150,000 to \$200,000	

Funding Source (check all that apply): State FHWA FAA FTA Other:

REQUIRED SERVICES: are described in the enclosure consisting of 7 pages, dated 10/9/20

The purpose of the proposed agreement is to provide right of way relocation services to one affected property (Parcel 14) that consists of 1 residential relocation and 1 business relocation for the above referenced project. An appraisal has been performed. Acquisition services will be provided by DOT&PF personnel. As various design issues unfold, additional parcels requiring relocation services may be added to this contract by amendment.

The following additional information is available to assist interested offerors with their proposals, and may be downloaded from the RFP website: Appraisal by Brian Bethard, MAI dated 8-17-20 and Draft ROW drawings.

Note: (1) Any proposer listing as a member of their team a current public officer or a former public officer who has left State service within the past two (2) 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. If required, submit the attached Former Employee's Certification of Eligibility (Form 25A270). The page limit noted below does not include this form.

(2) To ensure the Department meets its overall DBE Utilization Goal, DBEs are encouraged to participate in this solicitation.

Note: Offerors shall carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the purchasing authority before proposal due date. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective solicitation and exposure of Offeror's proposals upon which award could not be made. Protests based upon any omission, error, or the content of the solicitation will be disallowed if not made in writing before the proposal due date.

PERIOD OF PERFORMANCE: Begin: December 2020 End: December 2022

PROPOSAL FORMAT

Written proposals to provide the required services shall consist of the enclosed "Part B - Proposal Form", completed as indicated, plus a **letter not to exceed five (8.5" x 11") pages**. If a Price Estimate is required,

the page limit does not include the Price Estimate. Proposals that exceed the page limit may be disqualified. Proposals may be sent electronically as indicated on page 2, or hand-delivered to the Contracting Agency.

PRICE AND METHOD OF PAYMENT

A Price Estimate is NOT required with your proposal. The selected Offeror shall submit a Price Estimate within **one** business day following a request from the Contracting Agency.

A Price Estimate is required with your proposal.

A Price Estimate shall include all tasks to perform the contract and be prepared in the format shown below. Note that a Price Estimate is not a bid; it is a negotiable offer. A Fixed Price contract is desirable; however, a Cost Reimbursement contract may result if a Fixed Price cannot be negotiated.

PRICE ESTIMATE FORMAT (if required per above)

Provide a proposed total hourly Billing Rate (i.e. inclusive of Direct Cost of Direct Labor, all Indirect Costs, and **Fee not to exceed 8%**) 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 / Relocation Management* | (Estimated at 36% of total labor effort) |
| 2. Senior Level Relocation Services | (Estimated at 38% of total labor effort) |
| 3. Journey Level Relocation Services | (Estimated at 26% of total labor effort) |

*One individual preferred filling this dual role

Note: Billing Rates submitted will be the maximum hourly rates for the listed functions. All Offerors are advised that Fee (profit) in the Time and Expenses Billing Rates will be limited to 8%. In addition, the proposed billing rates will be subject to Contracting Agency verification of the direct labor, indirect cost rates, and 8% profit. If the selected Offeror's proposed hourly billing rates are higher than can be verified by audit, rates will be adjusted downward during the negotiations process to reflect the current audit information prior to contract award; however, if the proposed billing rates are lower than can be substantiated by audit, the Contracting Agency will accept the lower proposed rates. The billing rates will be included in the resultant PSA with the successful proposer and those billing rates will be fixed for the duration of the agreement.

SUBMITTAL DEADLINE AND LOCATION

DATE: **October 20, 2020**

PREVAILING TIME: **4:00PM**

EMAIL: **crdotpfcontracts@alaska.gov**

Hand deliver proposal directly to following location, and person, if named; or email to address above:

State of Alaska, Department of Transportation & Public Facilities
Attn: Sharon L. Smith, P.E., Chief of Contracts
4111 Aviation Avenue
Anchorage, AK 99502

Late proposals will not be considered. **Offerors** are responsible to assure timely delivery and receipt and **are encouraged to respond at least four business hours prior to the above deadline.** Any addendum issued less than 24 hours prior to a Deadline will extend that Deadline by a minimum of an additional 24 hours. The Contracting Agency shall not be responsible for any communication equipment failures or congestion and will not extend the deadline for any proposals not received in their entirety prior to the deadline. Except for hand delivered proposals, confirmation of receipt by telephone or other means four hours or less prior to deadline will **not** be provided.

BASIS OF SELECTION

This solicitation does not guarantee that a contract will be awarded. All proposals may be summarily rejected. Our intent, however, is to select a Contractor based on the following criteria:

- 1) Demonstrated comprehension of required services and proposed strategy for performance.
- 2) Relevant experience and credentials of proposed personnel including any subcontractors. Address DBE participation.
- 3) Reasonableness of proposed schedule for performance.
- 4) Price Estimate, **if required.**
- 5) Other: Provide list of firm(s)' current contracts with the Contracting Agency (statewide).

Proposals will be evaluated per Chapter 2 of the DOT&PF PSA Manual.

END OF PART A



Alaska Department of Transportation & Public Facilities

SMALL PROCUREMENT DOCUMENTS
PART B - PROPOSAL FORM

THIS COMPLETED FORM MUST BE THE FIRST PAGE. NO OTHER COVER SHALL BE USED.

Project Title: Sterling Highway MP 45-60 Sunrise to Skilak Lake Road Road Reconstruction Relocation Services
RFP No.: 25212030

PROPOSAL REQUIREMENTS

Proposals shall demonstrate comprehension of the objectives and services for the proposed contract; include a brief overview of what will be done; and show a sequence and schedule for each important task.

with their Alaska registration number). Include a brief - about one paragraph - statement for each person named that describes experience directly related to the service(s) they will perform.

ALASKA STATUTORY PREFERENCES are are not applicable to this contract.
If applicable, check those preferences that you (Offeror) claim.
Alaska Bidder (Offeror) AND Veterans AND Employment Program OR Disabled Persons
2 AAC 12.260(d) AS 36.30.175 if applicable AS 36.30.170(c) AS 36.30.170 (e & f)
Invalid claim(s) will result in the Offeror's disqualification for contract award.

PROPOSAL

The undersigned has reviewed Part A - RFP of these documents, understands the instructions, terms, conditions, and requirements contained therein and in the Standard Provisions Booklet, and proposes to provide the required services described in Part A in accordance with the attached letter which constitutes our proposal to complete the project.

Failure to comply with this requirement may cause the state to reject the proposal as non-responsive, or cancel the contract.

By my initials below, I certify that the Offeror and all Subcontractors identified in the Proposal shall comply with all requirements for the following items as explained in the Standard Provisions Booklet:

I further certify that I am a duly authorized representative of the Offeror; that this Proposal accurately represents capabilities of the Offeror and Subcontractors identified for providing the services indicated. I understand that these Certifications are material representations of fact upon which reliance will be placed if this contract is awarded and that failure to comply with these Certifications is a fraudulent act.

- [] Certification of Compliance (Alaska Licenses & Registrations, and Certifications).
[] Insurance, including Workers' Compensation, Comprehensive or Commercial General Liability, and Comprehensive Automobile Liability.
[] Professional Liability Insurance as follows:
[] As available.
[] Minimum of \$300,000.
[] Minimum of \$500,000.
[] Certification for Federal-Aid Contracts Exceeding \$100,000 (DOT&PF Form 25A262 Appendix A, General Conditions)

For Small Procurements over \$50,000, by signature on this form, the Offeror certifies that all services provided under this contract by the Contractor and all Subcontractors shall be performed in the United States.

Signature and Date
Name
Title
Offeror (Firm)
Street or PO Box
City, State, Zip
Telephone - Voice
Telephone - Fax
Email
Federal Tax Identification No.
Type of Firm (Check one of the following):
[] Individual [] Partnership
[] Corporation in state of
[] Other (specify)

END OF PART B

PROPOSED STATEMENT OF SERVICES RELOCATION SERVICES FOR STERLING HIGHWAY MP 45-60 SUNRISE TO SKILAK LAKE ROAD RECONSTRUCTION

IRIS Project No: CFHWY00694
Federal Project No: 0A33029
Date Prepared: 10/9/2020

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Article Number and Title

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B1. Definitions.

The following definitions are in addition to those found in Article A1 of Appendix A, General Conditions.

B1.1 "DOT&PF" means the Alaska Department of Transportation and Public Facilities.

B1.2 "Right of Way Project Agent" means the single point of contact at the DOT&PF assigned at the beginning of the contract.

B1.3 "FHWA" means the Federal Highway Administration.

B1.4 "PSA" means Professional Services Agreement.

B1.5 "Appraiser" means the Contractor as defined in Article A1.6 of Appendix A, General Conditions.

B1.6 "Appraisal Guidelines" means the edition of Chapter 4 of the DOT&PF Right of Way Manual in effect on the effective date of this agreement.

B1.7 "Appraisal services" means the preparation of the appraisal report(s) in a manner that complies with the Appraisal Guidelines and also includes the act of attending the right of way plans inspection, inspecting the property (including the interior of any improvements) and the comparable sales referenced in the valuation, gathering supportive valuation data, analyzing the data, drawing value conclusions, timely submission of required reports and corrections or revisions thereto (if any), and performing all other duties and obligations required in this Agreement.

B1.8 "Clean-copies" means an appraisal report(s) which has been modified by the Appraiser to reflect all

correction of mathematical, grammar, spelling, typographical errors that may have been contained in the original report(s) submitted.

B1.9 "Report Format" means the appraisal format designated in the listing of parcels shown in the contract.

B1.10 "Project Staff" means employees or subcontractors of the Contractor that are specifically assigned to perform the services identified in this PSA.

B1.11 "NIC" means Not in Contract.

B2 Codes, Regulations, Standards, & Procedures.

Professional right of way appraisal, acquisition, and relocation services shall be performed in accordance with applicable codes, regulations, standards and procedures of professional practice, recognized methods, and in accordance with the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646), as amended" (Public Law 100-17, 49 CFR Part 24, Alaska Statutes 34.60.010-150, Uniform Standards of Appraisal Practice, and the policies and procedures as contained in the DOT&PF Right of Way Manual (utilizing the forms and/or format set out therein or otherwise provided by the Right of Way Project Agent). It is agreed that all appraisal work under this Agreement, other than clerical support, is to be personally performed by the signatory of the appraisal reports. The appraisal analysis and conclusions shall be performed solely by the Contractor. The Contractor shall not modify any of the provided forms without prior approval from the Contracting Agency.

B2.1 Codes, Regulations, Standards & Procedures may be revised. The Contractor shall be informed of any such revision in a timely manner.

B3. Project Locations and Descriptions.

B3.1 The Sterling Highway MP 45-60 Sunrise to Skilak Lake Road Reconstruction project is to reconstruct the Sterling Highway which includes; building a bypass road east and west, north of the existing Sterling Highway, constructing a frontage road to access the Cooper Landing Community.

B4. Administrative Requirements.

Note: This Article is not a distinct task. Costs associated with the services described in this Article shall be apportioned among the tasks to be accomplished for the requirements of Articles B2 through

B10.

B4.1 General. The Contractor shall provide sufficient professional staff and facilities to complete the type(s) of services identified and authorized by sequentially numbered Notices-to-Proceed (NTP). The Contractor shall not perform services or incur billable expense except as authorized by a NTP.

B4.2 Project Staff. At a minimum, project staff shall include one (1) Project Relocation Manager, one (1) senior level Right of Way Relocation agent, one (1) journey level Right of Way Relocation agent. Services must be performed by or under the designated supervisor and the following relocation agents. The Contractor shall ensure that all project staff have secured any and all professional licenses required by the State of Alaska to conduct real estate transactions. No changes shall be made to the project staff without the prior written approval of the Contracting Agency. Administrative support staff is not subject to prior written approval.

<u>Responsibilities</u>	<u>Name</u>
Contract Manager/ Relocation Manager	TBD
Senior Level Relocation Services	TBD
Journey Level Relocation Services	TBD

B4.3 Invoice Reports. The Contractor shall provide a report with each monthly invoice. The report shall specify the service or item being invoiced. Any unpaid amounts from previous invoice periods that may be included in the most current invoice must be identified in the report.

B4.4 Correspondence. All correspondence and documents prepared by the Contractor shall bear the Contracting Agency's assigned project name, state and federal project numbers, and applicable parcel number(s).

B4.5 Revisions. The Contractor shall modify work products or services at the direction of the Contracting Agency. Corrections, adjustments, or modifications required by the parcel review/approval process, but which do not substantially affect the scope, complexity, or character of the services, shall be considered a normal part of the Contractor's services. Work products with significant errors or omissions will not be accepted until corrected.

B4.6 Reproduction and Distribution. The Contractor will provide the original and copies of documents or files for distribution as required.

B4.7 Completion Documentation. All original documents prepared by the Contractor shall be submitted with the final transmittal for payment of parcel acquisitions. This includes materials created to develop, record, or justify services provided for the project. The Contractor shall maintain the documents and files until completion of this agreement. All documents and correspondence pertaining to individual acquisition or relocation files shall be submitted to the Contracting Agency at the time of transmittal for approval and payment.

B4.8 Confidentiality. No member of the Contractor's firm shall divulge any information or data pertinent to any appraisal, acquisition, or relocation to anyone other than the affected owner/lessee, Right of Way Project Agent, Right of Way Project Manager, State Appraisal Review Section, or State of Alaska Department of Law. If other appraisers are assigned to appraise the same parcel(s), no discussion or exchange of information shall occur between the Contractor, their agents, or employees which may disclose, or tend to reveal, either appraiser's conclusions or values. The Right of Way Project Agent must approve the release of any project-related information to any individual, group or others.

B4.9 Documents and Reports. Original documents and reports shall be printed on one side of the paper only and shall be ready for copying.

B4.10 Contractor Name on Documents. No Contractor logos shall be allowed on any electronic or hard copy document produced for the Contracting Agency. Documents produced for or submitted to the Contracting Agency shall include the Contractor's company name on the first page, cover sheet, or title sheet only.

B5. Summary of Contract Services.

B5.1 General. The Contractor shall provide right of way services according to this Statement of Services and as itemized in the contract documents.

B5.2 Guarantee. No guarantee is given that the Contractor will be required to provide all of the services detailed in this Statement of Services or that the Contractor will incur all of the costs estimated in Appendix C. Likewise, no guarantee is given that the Contractor will perform other services for the project beyond those defined in this contract.

B5.3 Communication. The Contractor must have Internet, e-mail, and FTP capabilities. Additionally, the Contractor must have computer compatibility with Microsoft Office (specifically Word and Excel). It is the Contractor's responsibility to ensure all electronic files are compatible with the DOT&PF's computer software. Contractor shall maintain computers and office

equipment at a place of business in Anchorage, Alaska. The Contractor shall provide a toll free number for in-state and out-of-state business.

B5.4 Title Reports. N/A The Contracting Agency will provide all necessary title reports to the Contractor. It is the policy of the DOT&PF to provide title reports during the appraisal stage. If additional information, new, or updated title reports are required, the Contractor shall notify the Right of Way Project Agent.

B5.5 Appraisal Reports and Waiver Valuations. N/A The Contractor will provide appraisal reports for review and approval to the Contracting Agency for those acquisitions whose estimated value is \$25,000 or more (\$10,000 for airport parcels and \$50,000 for state-funded projects) as contained in the Price Proposal Form. For acquisition parcels with an estimated value of \$25,000 or less (\$10,000 for airport parcels and \$50,000 for state-funded projects), the Contracting Agency will review and approve Waiver Valuations created by the Contractor.

B5.6 Project Oversight Meeting. N/A Prior to beginning acquisition and relocation services, the Contractor and Contracting Agency shall conduct a partnering/organizational meeting for the Contractor, sub-contractors and the Contracting Agency personnel. The duration, location, and agenda of the meeting shall be as agreed upon with the Right of Way Project Agent. The Contractor shall review all of the services required, the detailed project schedule, the format of deliverables, the content of file transmittals, deliverable deadlines, and ensure all members of the team understand their roles and lines of responsibility.

B6. Management.

Note: This Article is not a distinct task. Costs associated with the services described in this Article shall be apportioned among the tasks to be accomplished for the requirements of Articles B2 through B10.

B6.1 Performance Schedule. The Contractor and Contracting Agency will establish a completion schedule for the services described in this PSA. This schedule will be used to track Contractor progress and invoices. The Contractor is not responsible for delays created by circumstances beyond their control (i.e. delay of deliverables from the Contracting Agency.) The Contractor shall notify the Contracting Agency as soon as they are aware of any delays.

B6.2 Schedule changes. Adherence to the project schedule is necessary to meet the Contracting Agency's long-term goals and commitments. The Contractor agrees to expend all effort necessary to stay on schedule and meet the contract delivery dates. The Contractor shall make all required notifications in a timely manner consistent with the requirements set out

in the AKDOT&PF Right of Way Manual. The current right of Way manual is available on-line at: www.dot.state.ak.us/stwddes/dcsrow/pop_rowmanual.shtml

A hard copy is also available upon request from the Contracting Agency. Periodic status reports shall be submitted by the Contractor in an agreed-upon format. The Chief Right of Way Agent must approve any and all deviations from the established schedule.

B6.3 Meetings. The Contractor shall remain available to attend periodic briefing meetings with the Right of Way Project Agent and Contracting Agency. The Contractor shall be responsible for providing timely information required for the project related services performed by functional groups within the Contracting Agency.

B6.4 Project Office and Miscellaneous Equipment. The Contractor must establish and maintain a project office or place of business within 50 miles of the project site. The cost of establishing or maintaining an office shall be considered a normal cost of business and the responsibility of the Contractor.

Computer equipment, copy machines, fax machines, telephones, copy materials, and office supplies shall be considered a normal cost of business and the responsibility of the Contractor, excluding any materials that are to be furnished by the Contracting Agency as a part of the contract (i.e. DOT&PF letterhead).

B6.5 Project Coordination. All coordination and correspondence for the project shall be handled through or with the concurrence of the Contracting Agency.

B6.6 Contracting Agency Activities. The Contracting Agency's Right of Way Project Agent will coordinate the Contractor's activities with the functional groups within the Agency.

B7 Appraisal Scope of Work. N/A

The Contractor shall provide professional appraisal services for complete and full narrative appraisal reports prepared in accordance with recognized appraisal principles applicable to state and federal regulations. The appraiser shall prepare full narrative appraisal reports for the parcels listed on the Price Proposal Form. Appraisal reports shall conform to the requirements of the Appraisal Guidelines in the Right of Way Manual Chapter 4. The Contractor shall personally inspect the property, including the interior and exterior of any and all affected improvements on the date of appraisal, (with the exception of condemnation appraisals, in which case the appraiser must fully disclose the extent of any inspection(s) performed).

B7.1 Number of Reports and Processing. N/A The Contractor shall email an electronic version of the original

signed Appraisal Report for each parcel listed in the Price Proposal Form and the Project/Market Data Book to the assigned Review Appraiser at DOT&PF's Appraisal Review Section in Juneau; and email the same to DOT&PF's Project Agent in Central Region Right of Way.

B7.2 Report(s) Due Date. Reports shall be delivered for review no later than 90 days from the date of the Notice to Proceed unless the Contractor receives written approval from the Project Agent extending the due date(s).

B7.3 Approved Reports. N/A Upon completion of the Appraisal Review process, the Contractor shall provide one (1) unbound "clean copies" of each approved Appraisal Report and a Project/Market Data Book to DOT&PF's Regional Right of Way Section in addition to an electronic version (.pdf) of each. One (1) additional copy of each approved report will be provided for cases in condemnation.

B7.4 Multi-Parcel Assignments. N/A Appraisal reports for multi-parcel assignments shall be assembled in parcel number order with each report page numbered consecutively.

B7.5 Confidentiality. N/A No member of the Appraiser's firm shall divulge any information or data pertinent to any appraisal prepared under this Agreement to anyone other than the DOT&PF's Project Agent, Appraisal Review Section, FHWA or FAA (as applicable), DOT&PF Right of Way Management or the Alaska DOT&PF of Law. If other appraisers are assigned by the DOT&PF to appraise the same parcel(s), no discussion or other exchange of information shall occur between the appraisers, their agents, or their employees which may disclose or tend to reveal either appraiser's conclusions or values.

B7.6 Unusual Issues. N/A Should the Contractor be confronted with unusual situations or problems, including but not limited to, legal questions or complex valuation issues, the matter(s) shall be referred to the DOT&PF's Project Agent for resolution. If necessary, the DOT&PF will furnish special instructions or a legal opinion for the contractor's guidance which shall become a part of the subject appraisal. Under no circumstances shall the Contractor seek or rely upon legal counsel or opinions other than that provided by the DOT&PF.

B7.7 Proofreading. N/A The Contractor shall prepare the report(s), which to the greatest extent possible, is free of mathematical, grammar, spelling and typographical errors. The Contractor is responsible for professional proofreading of the report(s) to meet the intent of this requirement.

B7.8 Report Corrections. N/A The Contractor shall make all corrections to the appraisal reports required by the DOT&PF during the contract period. Corrections or

deficiencies resulting from the Contractor's errors or omissions that are required to bring the reports into compliance with the Appraisal Guidelines shall be provided to the DOT&PF at no additional cost to the DOT&PF within ten (10) days following the Contractor's receipt of the request. Corrections or revisions shall be performed in accordance with Appraisal Guidelines in the Right of Way Manual, Chapter 4.

B7.9 Site History. N/A A physical and site history shall be prepared for each parcel and included in each appraisal report. Any indications of potential contamination must be noted by the Contractor and included in each appraisal report.

B7.10 Prior Written Approval. N/A Any modification to the DOT&PF parcelization, or any change of area in the part taken must have prior written approval from the DOT&PF. In the event the ownership of the property is found to be different than that indicated in the Agency's title report the Contractor shall advise the DOT&PF immediately in writing.

B7.11 Contractor Certification. N/A By signing this Agreement, the Contractor certifies that: (1) the Contractor has the qualifications, training and experience to prepare and furnish the DOT&PF the relocations services required by this Agreement, (2) the Contractor is currently Certified under Alaska law as a Real Estate Appraiser, (3) the Contractor's estimate(s) of value will take into consideration all applicable federal, state and local regulations, codes, and laws, and (4) all work product shall be prepared in strict accordance with the requirements under this Agreement and the DOT&PF's Appraisal Guidelines.

B7.12 Contractor Responsibility. N/A The Contractor assumes personal responsibility for the completeness, accuracy and applicability of appraisal information, sales, and other data presented in the appraisal report.

B7.13 Discrepancy in Plans. N/A The Appraiser is to inform the Project Agent by letter if inspection of the property reveals any improvements not plotted on the attached (reduced) set of right of way plans.

B7.14 Condemnation Report(s). N/A Except for updated appraisal reports prepared for condemnation proceedings at the request of the DOT&PF, the date of valuation as specified in the "Certificate of Appraiser" shall be the date of last inspection, and shall not be more than thirty (30) days prior to the date of signature on the Certificate. Updated appraisals for condemnation proceedings shall be prepared as of the date of taking as determined by statute or decision of the court.

B7.15 Contractor's Signature Date. N/A The date of Contractor's signature on the appraisal report(s) shall be

less than thirty (30) days prior to the date of receipt of the appraisal report(s) by the DOT&PF.)

B7.16 Report(s) Format. All parcels shall be appraised using the appraisal format noted per the DOT&PF's most current Appraisal Guidelines.

B8 Acquisition Scope of Work. N/A The services to be provided are itemized on the Price Proposal Form. The form should list all parcels and describes the services to be provided for each parcel. In addition, the Contractor shall be required to periodically submit an inventory detailing improvements within the existing or proposed right of way. The Contractor shall acquire all the proposed parcels by **N/A**. The project is subject to design changes, which may add, modify or delete parcels, and/or modify the project schedule.

B8.1 Right of Entry Authorizations. N/A The Contractor shall obtain right-of-entry authorizations as directed by the Right of Way Project Agent.

B8.2 Acquisition Procedures and Just Compensation. N/A The Contractor shall conduct all property acquisitions in accordance with Chapter 6 of the DOT&PF Right of Way Manual. The Contractor shall promptly contact and advise all land owners who have property to be acquired, in writing, of the Contracting Agency's intention to acquire their property. The Contractor shall deliver the Contracting Agency's acquisition and/or relocation brochures to the affected property owners and occupants. The Contractor shall maintain current Records of Contact for each property owner, tenant, and/or relocatee. The Contractor shall commence the acquisition process based upon the approved Determination of Just Compensation that has been established by the Contracting Agency, the approved Waiver Valuation, the designated non-compensable (mutual benefit) temporary construction permits, and the approved Right of Way plans. For property to be acquired by donation, the Contractor shall document written notification to the owner regarding their right to receive just compensation as described in Chapter 6 of the AKDOT&PF Right of Way Manual.

B8.3 Unusual Issues. Should the Contractor be confronted with unusual situations or problems, including, but not limited to, legal questions or complex valuation issues, the matter(s) shall be referred to the Right of Way Project Agent. If necessary, the Contracting Agency will furnish special instructions or a legal opinion for the Contractor's guidance, which shall become a part of this agreement. Under no circumstances shall the Contractor seek or rely upon legal council or opinions other than that provided or authorized by the Contracting Agency.

B8.4 Prior Written Approval. N/A Any modification to parcelization or any change in the "part taken" must

have prior written approval from the Contracting Agency. In the event the ownership of a property is found to be different than that indicated in the corresponding title report, the Contractor shall advise the Contracting Agency in writing.

B8.5 Negotiated Acquisition. N/A Once a negotiated acquisition is complete, the Contractor shall prepare an acquisition transmittal package containing the documents referenced in Section 6.10.3 of the AKDOT&PF Right of Way Manual, closing instructions, and any other documents required by the Right of Way Project Agent. The acquisition package shall be submitted to the Contracting Agency for approval. Once the Right of Way Project Agent has approved the package, it will be forwarded for payment.

B8.6 Counter Proposals. N/A If negotiations for the amount of the approved fair market value are unsuccessful, an administrative settlement may be considered. If the Contractor receives a counter proposal from the property owner that is reasonable, prudent, and in the best public interest, the Contractor shall submit the counter offer to the Right of Way Project Agent for consideration. If the Right of Way Project Agent concurs, the Contractor shall prepare a recommendation for administrative settlement in accordance with Chapter 6 of the DOT&PF Right of Way Manual. Under no circumstances will the Contractor approve a settlement without written approval from the Contracting Agency.

B8.7 Closings. N/A The Contracting Agency will determine which parcel acquisitions will be closed by a title/escrow company. The Contractor shall deliver these parcel acquisition files for processing to the Contracting Agency. The Contractor shall close the remaining parcels, as directed by the Contracting Agency. Closing activities include, but are not limited to: obtaining release and consent documents necessary to clear title to the subject property, preparation of all closing documents, and calculation of final settlement amounts. The Contractor shall calculate and issue Purchase Voucher for the proration of real estate taxes, and issue the Internal Revenue Service (IRS) required Form 1099-S to the property owner and the IRS in accordance with Federal Law. All original closing documents and a copy of the 1099-S information shall be transmitted to the Right of Way Project Agent for review and approval prior to payment processing. Costs of closing or escrow services provided by the Contractor are reimbursable under this contract. The Contractor shall obtain all keys to properties acquired and provide them to the Contracting Agency.

B8.8 Recommendation for Condemnation. N/A In the event of an impasse in negotiations, the Contractor shall notify the Right of Way Project Agent and provide a Recommendation for Condemnation with appropriate

supporting documentation as required in Chapter 6 of the DOT&PF Right of Way Manual. Once the Recommendation for Condemnation is approved and the condemnation package is transmitted to the Attorney General's Office for filing, the Contractor's obligation under this contract is complete. However, the Contractor shall perform litigation related services as required and shall provide testimony as to good faith negotiations. Compensation for testimony and litigation related services will be negotiated separately based on the hourly rates submitted on the price proposal form and may be added by amendment to this contract.

B8.9 File Maintenance. N/A The Contractor shall maintain a copy of all documents, forms and materials generated under the provisions of this agreement. Original signed documents and all correspondence pertaining to an acquisition shall be submitted to the Right of Way Project Agent as an acquisition transmittal package when requesting payment warrants.

The Contractor shall maintain copies of all transmitted documents as part of their records for 5 years. The Contractor shall allow the Contracting Agency access to all files upon written or verbal notice of the Right of Way Project Agent. The Contractor shall perform a quality assurance review on all parcel files prior to transmittal for payment in order to assure that all files contain the proper and correct documentation.

B9 Relocation Scope of Work. All relocation services shall be performed in accordance with the codes, regulations and requirements set forth in Section B2. Those specific parcels anticipated to require relocation services are identified in the contract documents. All Relocation Determinations shall be prepared by the Contractor. The Contractor shall submit all relocation determinations to the Right of Way Project Agent for review and approval by the Chief Right of Way Agent. The Contractor shall make no presentation of relocation benefits prior to approval of entitlements. The Right of Way agent who establishes the estimate of value of a moving, replacement housing, or business relocation benefit shall not negotiate for the parcel acquisition nor deliver the payments to the displaced person(s). If additional relocation needs are identified by the Contractor that are not included in the contract, the Contractor will notify the Right of Way Project Agent immediately. All relocatees must vacate by **December 1, 2022**.

B9.1 Acquisition Stage Relocation Plan. N/A Prior to commencement of acquisition and relocation, the Contractor shall submit an acquisition stage relocation plan detailing the services to be provided to each relocatee and a proposed time schedule. The Contractor shall not implement the plan until approval is received from the Contracting Agency.

B9.2 Relocation Procedures for Residential and Business Properties. The Contractor shall interview the relocatee, provide Contracting Agency relocation brochures, personally explain the relocation program, and provide relocation services according to the procedures spelled out in Chapter 7 of the AKDOT&PF Right of Way Manual. The Contractor shall obtain initial lease agreements between relocatees and Contracting Agency.

B9.3 Residential Relocation Market Search. The Contractor shall maintain a current Record of Contact detailing discussions and activities for each relocation. The Contractor shall conduct a search for replacement comparable housing for each residential relocatee and shall make a housing/rent supplement determination using a minimum of three (3) available comparable dwellings. The relocation determinations shall be submitted in accordance with Chapter 7 of the AKDOT&PF Right of Way Manual and shall include, at a minimum, discussion of the following items:

- comparable floor plan and square footage
- finished and unfinished areas
- comparable lot size
- comparable age, type of construction, and condition of comparable
- type of neighborhood
- other comparable features

B9.4 Decent, Safe, and Sanitary. The Contractor shall inspect any and all replacement dwellings and ensure that they are decent, safe, and sanitary (DSS) as defined in Chapter 12 of the AKDOT&PF Right of Way Manual, prior to a residential relocatee occupying a replacement dwelling.

B9.5 Relocation Claims. The Contractor shall prepare relocation reimbursement claims based upon the previously approved determination of benefits.

B9.6 Personal Property Inventory. The Contractor, in conjunction with the relocatee, shall jointly prepare inventories on business properties, identifying personal property items owned by the relocatee. The inventory shall be signed by the subject relocatee and the Contractor, and shall be submitted to the Right of Way Project Agent for review and/or approval prior to obtaining moving cost bids.

B9.7 Moving Costs. In most cases, the Contractor shall obtain at least two bids from licensed commercial moving companies for the relocation of personal property, as set out in Chapter 7 of the AKDOT&PF Right of Way Manual. If a self-move, a moving cost determination based on the lower bid will be submitted with a completed Self-Move Agreement and Claim Form to the Right of Way Project Agent for review and

approval. Uncomplicated moves under \$2,500 may be approved by use of a single bid or an Agent's Estimate approved by the Chief Right of Way Agent. Upon approval of the moving cost reimbursement and after verification of the move, the Contractor shall obtain claim form signatures and return the forms, along with all required documentation, for warrant request.

B9.8 Warrant Delivery. Warrants may be delivered to the owner, tenant, or relocatee by any Contractor personnel except those who calculated, estimated and/or signed a relocation determination for which the warrant is being delivered.

B9.9 Non-settlement. In the event of non-settlement relating to relocation benefits, Contractor personnel shall provide litigation services by assisting the Right of Way Project Agent and the Contracting Agency's legal counsel, as required, during appeal or in preparation for board hearings or subsequent court proceedings. Compensation for testimony and litigation related services will be negotiated separately based on the contract hourly rates and may be added by amendment to this contract.

B9.10 Contractor Certification. By signing this Agreement, the Contractor certifies that: (1) the Contractor has the qualifications, training and experience to prepare and furnish the DOT&PF the relocations services required by this Agreement, (2) the Contractor is currently Certified under Alaska law as a Real Estate Agent, (3) the Contractor's estimate(s) of value will take into consideration all applicable federal, state and local regulations, codes, and laws, and (4) all work product shall be prepared in strict accordance with the requirements under this Agreement and the DOT&PF's Right of Way Manual and the Uniform Relocation Act.

B9.11 File Maintenance. The Contractor shall maintain a copy of all documents, forms and materials generated under the provisions of this agreement. Original signed documents and all correspondence pertaining to relocations shall be submitted to the Right of Way Project Agent as a transmittal package when requesting payment warrants.

The Contractor shall maintain copies of all transmitted documents as part of their records for 5 years. The Contractor shall allow the Contracting Agency access to all files upon written or verbal notice of the Right of Way Project Agent. The Contractor shall perform a quality assurance review on all parcel files prior to transmittal for payment in order to assure that all files contain the proper and correct documentation.

B10 Property Management Scope of Work. The Contracting Agency will perform all property leasing and clearing of the right of way. The Contracting Agency will manage improvements within the right of way.

B10.1 N/A Post-acquisition property summary and inventory. The Contractor shall provide the Contracting Agency a post-acquisition property summary and inventory of all acquired property (including any parcels being acquired through condemnation).

The summary shall include all improvements and underground facilities such as underground storage tanks, wells, and septic systems located within the existing or acquired right of way. The disposition of any property improvements must be clearly detailed within the purchase agreement and final disposition form.