



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

(Procurement per Article 3 of AS 36.30)

PART

**A**

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## ISSUING OFFICE

Agency Contact & Phone No..... : Jonathan Knowles, P.E., (907) 269-0643  
 Contracting Division..... : State of Alaska, Department of Transportation & Public Facilities, Central Region  
 Design & Engineering Services

## PROJECT

**RFP NUMBER**..... : 25212031  
**Project Numbers-State/Federal** ..... : CFHWY00286 / 0510007  
**Project Site (City, Village, etc.)**..... : Anchorage, Alaska  
**Project Title & Contract Description**..... : DeArmour Rd: E 140th Ave - Hillside Dr Pavement Preservation Design Services

The Contractor shall provide design services for DeArmour Rd: E 140th Ave - Hillside Dr Pavement Preservation project. The project will remove existing High Friction Surface Treatment, resurface the existing pavement, and will include culvert, dig-out, guardrail, striping and signing improvements. Additional improvements may include lighting and utility relocation. Services to be provided include environmental support, design study report, public involvement, erosion and sediment control plan, plans, specifications, estimate, utility agreement support, assistance during bidding, assistance with design project closeout, and assistance during construction. The Contracting Agency reserves the right to add several tasks to the Contract by amendment if they become necessary and if in-house forces are not available.

## SCHEDULE & PAYMENT

Anticipated period for performance-Begin/End: January 2021 through November 2023

Estimated amount of proposed contract:

<input type="checkbox"/> Less than \$200,000	<input type="checkbox"/> \$200,000 to \$250,000	<input type="checkbox"/> \$1,000,000 or greater
<input checked="" type="checkbox"/> \$250,000 to \$500,000	<input type="checkbox"/> \$500,000 to \$1,000,000	

Proposed Method(s) of Payment:

<input type="checkbox"/> Fixed Price Plus Expenses (FPPE)	<input type="checkbox"/> Firm Fixed Price (FFP)	<input checked="" type="checkbox"/> Cost Plus Fixed Fee (CPFF)
	<input type="checkbox"/> Other:	

## SUBMITTAL DEADLINE AND LOCATION

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

**DATE: November 5, 2020**                      **PREVAILING TIME: 4:00 PM**

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

**\*Also see 15. Special Considerations, item 15.4 (page 4)**

Kathleen A. Bridenbaugh, PSA Unit Supervisor  
 AK Department of Transportation & Public Facilities  
 4111 Aviation Avenue  
 Anchorage, AK 99502    **Email:** [crdotpfcontracts@alaska.gov](mailto:crdotpfcontracts@alaska.gov)

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

## SELECTION PROCEDURE

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

## NOTICES

PART

A

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

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

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

3. Offerors are specifically advised that a contract shall not be in effect until a written agreement is executed by an authorized agent of the Contracting Agency. The Contracting Agency shall not be liable for any cost incurred by an Offeror in response to this solicitation, including any work done, even in good faith, prior to execution of a contract and issuance of a Notice to Proceed.
4. The Contracting Agency expressly reserves the right to waive minor informalities, negotiate changes or reject any and all proposals and to not award the proposed contract, if in its best interest. "Minor Informalities" means matters of form rather than substance which are evident from the submittal, or are insignificant matters that have a negligible effect on price, quantity, quality, delivery, or contractual conditions and can be waived or corrected without prejudice to other Offerors (2 AAC 12.990).
5. All proposals shall be open for public inspection (AS 36.30.230) after a Notice of Intent to Award is issued. Offerors should not include proprietary information in proposals if such information should not be disclosed to the public. Any language within a submittal purporting to render all or portions of a proposal confidential will be disregarded. Proprietary information which may be provided after selection for contract negotiations will be confidential if expressly agreed to by the Contracting Agency (AS 36.30.230).
6. Substitution for any personnel named in a proposal may result in termination of negotiations.
7. If it is discovered that a selected Offeror is in arrears on taxes due the State of Alaska, a contract may not be awarded until the Alaska Department of Revenue approves the payment provisions for the contract.
8. **Offerors and proposed subcontractors shall be in compliance with the statutory requirements for Alaska business licensing and professional registrations included in the certification statement on Page 2 of Part D in this RFP package.**
9. **PRICE COMPETITION:** Price cannot be an Evaluation Criterion in accordance with Article 3 of AS 36.30 for services that must be performed only by Architects, Engineers, Land Surveyors, or Landscape Architects (A/E, LS or LA)) licensed in the State of Alaska, UNLESS the provisions of AS 36.30.270(d) apply; i.e., unless the services required are repetitious in nature, and the nature and amount of services required are thoroughly defined by measurable and objective standards to reasonably enable firms or persons making proposals to compete with a clear understanding and interpretation of the services required. If price is a factor, a majority of the evaluation committee must be registered in Alaska to perform architectural, engineering, or land surveying services.
  - 9.1 If the services performed do not require an A/E, LS or LA, then all Offerors including any A/E, LS or LA must provide Price Proposals in accordance with AS 36.30.270(b) and 2 AAC 12.260(c).
  - 9.2 Price (or any estimate of labor hours) cannot be an Evaluation Criterion for contracts that will receive Federal-aid highway program funding per 23 CFR 172.7 and FAA Airport Improvement Program funding per AC 150/5100-14E, 2.1. For FAA exceptions: see AC 150/5100/14E, 2.4.
10. An audit of the selected Offerors' and proposed Subcontractors' cost accounting systems and business records may be required to ascertain if systems are adequate for segregating contract costs; to establish a maximum allowable Indirect Cost Rate for the Agency's negotiator; and to investigate the accuracy of proposed labor rates and unit prices. In order not to unduly delay contract negotiation or award, be prepared to submit Pre-Audit Statement, DOT&PF Form 25A257 immediately for your firm and any subcontract that may exceed \$250,000.

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

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

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

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

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

14. Pre-proposal Conference:  None  As follows:

15. Special Notices:

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

15.2 Effective May 8, 2015, the Department, in coordination with the U.S. Department of Transportation, adopted a Race-Neutral Disadvantaged Business Enterprise (DBE) Program for its federal-aid program. The Race-Neutral DBE program applies to federally-funded construction-related professional services solicitations, with the exception of FAA-funded projects located within the boundaries of the Department's Northern Region, which remain under a Race-Conscious DBE program.

The Department encourages contractors to utilize DBEs in all Federal-aid projects to ensure the Department meets its overall DBE Utilization Goal. All DBE participation will count towards the Race-Neutral program. If you have any questions about this notice or the Department's DBE program, please contact the Civil Rights Office at (907) 269-0851 or refer to their website <http://www.dot.alaska.gov/cvlrts/index.shtml>

15.3 The Department intends to send notices (including Notice of Intent to Negotiate, and Notice of Intent to Award) to Offerors by using the email address provided the Offeror's submitted Part D. Such delivery of an email sent by the Department is complete upon receipt in the addressee's email account. An email sent after 4:30pm shall be deemed to have occurred at the opening of business on the next working day. By submitting a response to this RFP, all Offerors consent to the use of Electronic Mail as described herein.

15.4 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 [crdotpfcontracts@alaska.gov](mailto:crdotpfcontracts@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.

15.5 Interested parties are reminded that the Agency point of contact is noted on page 1 of this section, and all questions and requests for information shall be directed to this individual.

15.6 Survey and Environmental Document were previously completed by the Contracting Agency. The survey data will be provided to the selected Contractor.

# 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 (10) 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: **10**. Attached page limit does not include the four-page Part D - Proposal Form, or any Billing Rates or Price Proposals.

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

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

CHECKLIST IS CONTINUED NEXT PAGE

[ ] 9. N/A

- [ ] 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: **Six (6)**
- [ ] 10.3 If **Billing Rates and/or Price Proposals** are required, **one copy** bound with one staple in the upper left corner separately enclosed in a sealed envelope marked on the outside to identify it as a **Billing Rates or Price Proposal** and the names of the Project and Offeror. Each **Billing Rates or Price Proposal** must be signed and dated by the person who prepares it (may be different signatures for each Subcontractor).
- [ ] 10.4 If Item 9, above, is completed for this RFP Package, any submittal items described therein. Unless otherwise stated, one copy only, bound appropriately.
- [ ] 10.5 Pre-Audit Statement, DOT&PF Form 25A257, shall **not** be provided with Submittal. (See Notice #10 on page 3 of Part A - RFP.)
- [ ] 10.6 **CAUTION:** If you replicate (other than by photocopy) Part D or any form in lieu of completing the forms provided by the Contracting Agency, provide a signed certification that lists such forms and attests that they are exact replicas of that issued by the Contracting Agency. Changed forms may result in rejection at the Contracting Agency's discretion. Any alteration – other than completion of the required entries – may be cause for rejection without recourse.
- [ ] 11. Deliver **submittals in one sealed package** to the location and before the submittal deadline cited in Part A - RFP. **Mark the outside of the package** to identify the Project and the Offeror. Proposals must be received prior to the specified date and time. Late proposals will not be opened (2 AAC 12.250).

# EVALUATION CRITERIA

PART

C

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

## SECTION I - TECHNICAL PROPOSAL

### 1. Objectives and Services

1. Weight: 10

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

### 2. Methods

2. Weight: 15

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

### 3. Management

3. Weight: 10

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

### 4. Proposed Project Staff

4. Weight: 20

Response must name the individuals to perform the following **FUNCTIONS** plus any other professional/technical functions you deem essential to perform the services (see also Criterion #8):

1. Contract Management (contract compliance)
2. Project Management (single point-of-contact directly engaged in contract performance)
3. Civil Engineering\*
4. Environmental Support Activities
5. Public Involvement
6. Utility Agreement Support

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

Continued Next Page

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

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

**5. Workload and Resources****5. Weight: 20**

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

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

**6. Past Performance & Quality Control****6. Weight: 10**

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

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

**7. Quality of Proposal****7. Weight: 5**

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

**8. Proposed Project Staff for Possible Added Services****8. Weight: 10**

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

1. Right of Way Mapping\*
2. Geotechnical Investigations/Recommendations
3. Hydrologic and Hydraulic Design\*
4. Electrical Engineering\*
5. Traffic and Safety Analysis\*
6. Structural Design\*/Foundation Design\*
7. Utility Agreements
8. Right of Way Appraisal & Acquisition Services

\*All personnel acting in responsible charge for all Architectural, Engineering, Land Surveying, and Landscape Architecture functions require an Alaska Registration and must be identified in your proposal. Note: Do identify staff for roles identified above, which are not anticipated in the initial Contract, but may be added to the Contract by amendment.

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

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

**9. Not Used****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.

- Show project title, project number, and Offeror or Subcontractor Name.
- 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: \$ _____

- 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: \$ \_\_\_\_\_

- 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: \$ _____

- Total Proposed Cost**  
Sum of DCDL + IDC + ODC  
Total Cost: \$ \_\_\_\_\_

- Proposed Fee**  
List a proposed amount (Contract Fee is generally negotiated using a structured Fee analysis of proposed costs).  
Proposed Fee: \$ \_\_\_\_\_

- Total Proposed Price**  
Sum of Total Proposed Cost plus Proposed FEE.  
Total Price: \$ \_\_\_\_\_

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

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

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

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

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

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

# Alaska Department of Transportation & Public Facilities PROPOSAL FORM

PART

D

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

### PROJECT

Project Numbers-State/Federal .....	: CFHWY00286 / 0510007
Project Title .....	: DeArmoun Rd: E 140th Ave - Hillside Dr Pavement Preservation Design
.....	: Services
RFP No. ....	: 25212031

### 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) <b>AND&gt;&gt;</b>	[    ] Veterans <b>AND&gt;&gt;</b> [    ] Employment Program <b>or</b> [    ] 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: CFHWY00286  
Federal Project No: 0510007  
Date Prepared: 10/9/2020

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:



# PROPOSED STATEMENT OF SERVICES APPENDIX B

RFP No.:	25212031
IRIS Program No:	CFHWY00286
Federal Project No.:	0510007
Date Prepared:	10/13/2020

## DeArmoun Rd: E 140th Ave - Hillside Dr Pavement Preservation Design Services

### ARTICLE B1 INDEX OF ARTICLES

Article	Groups	Task #		Subject
B2				Exhibits
B3				Codes, Regulations, Standards and Procedures
B4				Administrative Requirements
B5				Management
B6				Project Location and Description
B7				Summary of Contract Services
B8		1	EXC	Reconnaissance Engineering Study
B9	A	2		Environmental Activities
B10		3	EXC	Reserved
B11		4	NIC	Surveying
B12		5	NIC	Right of Way Mapping
B13		6	NIC	Geotechnical Investigation/Recommendations
B14		7	NIC	Hydrologic and Hydraulic Design
B15		8	NIC	Electrical Design
B16		9	NIC	Traffic and Safety Analysis
B17		10	NIC	Structural Design
B18		11	NIC	Foundation Design
B19	A	12		Design Study Report
B20	A	13		Public Involvement
B21		14	EXC	Reserved
B22	A	15		Erosion and Sediment Control Plan
B23	A	16		Plans, Specifications, and Engineer's Estimate
B24		17	EXC	Reserved
B25	A	18		Utility Agreement Support
B26		19	NIC	Right of Way Appraisal and Acquisition Services
B27	A	20		Assistance During Bidding
B28	B	21		Assistance with Design Project Closeout
B29	C	22		Assistance During Construction

Do not incur expenses or work on any task until you have received a Notice to Proceed from the Contracting Agency that includes the task.

The Contracting Agency gives no guarantee that Notice to Proceed will be given for any task.

Not in Contract is abbreviated as NIC. The Contracting Agency reserves the right to add tasks marked NIC by amendment. However, it is under no obligation to do so, and reserves the right to complete the services by any other means, including the use of in-house forces.

Excluded from Contract is abbreviated EXC. Tasks marked EXC will not be included in the Contract.

**ARTICLE B2**  
**EXHIBITS**

**B2.1 Exhibits List.** Following is a list of the Exhibits included in this Appendix B. The Exhibits follow the last Article in the Appendix.

<b><u>Exhibits</u></b>	<b><u>Subject</u></b>
B-1	Project Location Map(s)
B-2	Project Schedule
B-3	Highway Design Standards and Guidelines
B-4	Informational Websites
B-5	General Requirements for Surveying and Mapping Services
B-6	Sample Monthly Progress Report
B-7	Public Notice Language

**ARTICLE B3**  
**CODES, REGULATIONS, STANDARDS AND PROCEDURES**

**B3.1** All studies, reports and design services shall be performed in accordance with applicable codes, regulations and standards; professional practice procedures; commonly recognized construction methods; and the DOT&PF's policies, procedures and practices, including those shown in Exhibits B-3, B-4 and B-5. The Contractor shall consider the geographical location of the project as well as other environmental and site specific constraints when performing services for this project.

**B3.2** Publications that contain the current highway design standards and guidelines are listed in Exhibit B-3. During the period of this agreement the listed documents may be added to, deleted or revised.

**B3.3** English units of measurement shall be used throughout development of the project.

**ARTICLE B4**  
**ADMINISTRATIVE REQUIREMENTS**

**B4.1 General.** The Contractor shall provide services as identified and authorized by sequentially numbered Notices-to-Proceed.

**B4.2 Project Staff.** All services must be performed by or under the direct supervision of the following individuals (replacement of, or addition to, the Project Staff named below shall be accomplished only by prior written approval from the Contracting Agency):

<b><u>Name</u></b>	<b><u>Project Responsibilities</u></b>
	Contract Management
	Project Management
	Civil Engineering
	Environmental Support Services
	Public Involvement
	Utility Agreement Support
	Right of Way Mapping (NIC)
	Geotechnical Investigations/Recommendations (NIC)
	Hydrologic and Hydraulic Design (NIC)
	Electrical Engineering (NIC)
	Traffic and Safety Analysis (NIC)
	Structural Design/Foundation Design (NIC)
	Utility Agreements (NIC)
	Right of Way Appraisal & Acquisition (NIC)

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

**B4.4 Billing Reports.** The Contractor shall provide a two-page (typical) report with each monthly billing for months in which services are performed. Billings will be submitted no later than the 15<sup>th</sup> of each month. Any delayed costs from previous billing periods that are included in the current billing must be clearly explained in the report.

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

**B4.6 Documents and Reports** shall be printed with solid black letters that are double spaced on white, 8.5 inch x 11 inch bond or "Xerox Copy" paper. Other size paper may be used for illustrations if they are folded to 8.5 inch x 11 inch size. Original documents and reports shall be printed on one side of the paper only and shall be ready for copying. Original, camera ready, copies of final documents and reports shall be submitted to the Contracting Agency for a check before printing. All final documents and reports shall also be submitted as document files for Microsoft Word 2010 or compatible software.

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

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

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

- a. Name of document or report.
- b. Date.
- c. Indicate whether draft or final.
- d. Project Name.
- e. Federal / State Project Numbers:
- f. Prepared for: Alaska Department of Transportation and Public Facilities.
- g. Prepared by:

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

PLANS DEVELOPED BY:  
COMPANY NAME  
COMPANY ADDRESS  
TELEPHONE #  
CERTIFICATION OF AUTHORIZATION#

**B4.8 Drafting** All drawings shall be submitted as AutoCAD current edition drawing files and plot files. Unless otherwise stated, the format and standards for all drawings shall be according to the most current Department of Transportation & Public Facilities (DOT&PF) Central Region English (as a guide) Highway Design Drafting Manual as of the Notice to Proceed for this contract. A standard layering scheme provided by the Contracting Agency shall be used. Failure to adhere to this scheme shall be cause for rejection. The drafting procedures shall be as outlined in the current Contracting Agency's Highway Design Drafting Manual. See Exhibit B-4.

**B4.9 Specifications** shall be submitted with solid black letters that are single spaced on white, 8.5 inch x 11 inch bond or "Xerox Copy" paper. They shall be printed on one side of the paper only and shall be ready for copying. Specifications and estimates shall contain no graphics and no photographs except as specifically approved by the Contracting Agency. All Specifications shall be developed using Microsoft Word 2010 or compatible software.

**B4.10 Estimates**

Develop the Engineer's Estimate in the Contracting Agency's AASHTOWare program. The Contracting Agency will provide access to, and instruction documentation for, the program.

**B4.11 Quantity Calculations.** Quantity calculation information shall contain sufficient information to allow the quantity for each item to be checked by starting at the source document. Reference the source document(s) for each pay item. These Documents shall be referenced to the applicable pay item. Submit in an electronic pdf document and unbound hardcopies printed on one side of the paper only.

**B4.12 Proofreading.** The Contractor shall prepare the report(s), which to the greatest extent possible, free of mathematical, grammar, spelling and typographical errors. The Contractor is responsible for professional proofreading of the report(s) to meet the intent of this requirement.

**B4.12.1 Quality Assurance Memo.** Provide with each submittal a Quality Assurance memo signed by the person in responsible charge for the project and the Contractor's Project Manager, certifying that they have performed a quality control check on the items included in the submittal. A memo template will be provided by the Contracting Agency.

**B4.13 Revisions.** The Contractor shall modify work products in response to direction from the Contracting Agency. Corrections, adjustments, or modifications necessitated by the review/approval process, but which do not substantially affect the scope, complexity, or character of the services, shall be considered a normal part of the Contractor's services.

**B4.13.1 Errors and Omissions.** Except as described in this Statement of Services, work products shall be essentially complete when submitted to the Contracting Agency. Work products having significant errors or omissions will not be accepted until such problems are corrected.

**B4.13.2 Review Meetings.** Following each review, the Contracting Agency will provide written comments and may hold a meeting to discuss the issues. The Contractor's personnel who are in-responsible-charge for the work products under review shall attend the meeting and they may be asked to interpret and provide explanations of the content.

**B4.13.3 Comment Resolution.** The Contractor shall provide a written response with subsequent submittals that address all written and oral comments from the Contracting Agency. All changes from previous submittals shall be clearly explained.

**B4.14 Reproduction and Distribution.** When the contract requires only the original or only one copy of a work product to be delivered, the Contracting Agency will reproduce and distribute any other copies required. Items delivered for reproduction shall be organized and camera ready for copying and not stapled or otherwise bound.

**B4.15 Completion Documentation.**

Provide documents in accordance with the current edition of the Contracting Agency's Central Region Highway Design Project Closeout Guide.

**ARTICLE B5  
MANAGEMENT**

**B5.1 Performance Schedule.** A Project Schedule is attached as Exhibit B-2. The Contractor agrees to expend all effort necessary to stay on schedule and meet the contract delivery dates. The Contractor shall provide and maintain a critical path method progress schedule for the project. Use the critical path method progress schedule in coordinating and monitoring of all work under the Contract. If the Contractor becomes aware of any reason why the project schedule may be delayed, such reason shall be identified in writing to the Contract Manager within two working days of discovery.

**B5.1.1 Meetings / Reports.** The Contractor shall schedule and attend periodic briefing meetings (generally every month) with the Contract Manager. Various members of the Contractor's support staff and subcontractor staff shall also attend, if necessary. The Contractor shall be responsible for providing timely information required for the project related services performed by the functional groups within the Contracting Agency. The Contractor shall provide "exception reporting" of scheduled activities that are late, suspended, or significantly accelerated. The Contractor shall explain why any activity is off schedule, or likely to become so. The Contractor shall also explain what corrective action(s) are being taken. The

Contractor shall keep minutes of all meetings and submit them to the Contract Manager within five workdays following each meeting.

**B5.2 Project Coordination.** All coordination and correspondence for the project shall be handled through or with the concurrence of the Contract Manager.

**B5.2.1 FHWA Communication.** All communications with FHWA regarding this project shall be by the Contracting Agency.

**B5.2.2 Contracting Agency Activities.** Except as specified otherwise, the Contracting Agency's Contract Manager will coordinate the Contractor's activities with those of various functional groups within the Agency. These groups may include Materials/Geotechnical; Planning; Traffic, Safety & Utilities; Preliminary Design & Environmental; Right-of-Way; Bridge; Specifications and Cost Estimating; and Contracts. The Contractor shall be responsible for providing timely information required for the project related services performed by the functional groups within the Contracting Agency.

**B5.2.3 Agency and Public Coordination.** The Contractor shall coordinate, through the Contracting Agency, with appropriate federal (e.g., USFWS, COE, etc.), state (e.g. DEC, F&G, DNR - SHPO and Parks & Recreation), and local government agencies and the public, including special interest groups and organizations that could be potentially affected by the proposed project. The purpose shall be to inform these entities regarding the project and to allow them to identify concerns, suggestions and/or alternative solutions. This shall specifically preclude the negotiation of mitigation for project impacts. The Contractor shall not commit the Contracting Agency to any action to be accomplished by the proposed project.

**B5.2.4 Correspondence.** The Contractor shall submit all written material, letters, survey forms, etc., used to communicate information regarding the project to the Contract Manager for review and acceptance prior to its distribution. Copies of all outgoing and incoming correspondence shall be provided to the Contract Manager at least once a week. All outgoing correspondence shall include the project title and state and federal project numbers.

**B5.2.5 Release of Information.** The release of any project-related information must be approved by the Contract Manager.

**B5.2.6 Right-of-Entry Permits.** The Contracting Agency will obtain Right-of-Entry authorizations for the Contractor, when required. The Contractor shall provide a minimum of 10 working days advance notice for the Agency to acquire any authorization. Should the authorizations take additional time to obtain, performance schedule(s) may be adjusted accordingly. The Contractor shall not be entitled to any additional compensation for any delay incurred in obtaining Right-of-Entry Permits.

## **ARTICLE B6 PROJECT LOCATION AND DESCRIPTION**

**B6.1 Location.** The project location comprises DeArmoun Road from about 1,000 feet west of East 140th Avenue to Hillside Drive. Refer to Exhibit B-1.

**B6.2 Description.** This project will remove existing High Friction Surface Treatment and resurface existing pavement. The project includes culvert, dig-out, guardrail, striping, and signing improvements. Additional improvements may include lighting and utility relocation.

The project is a Preventive Maintenance Project, as described in the Alaska Highway Preconstruction Manual (HPCM). These projects limit design effort to only what is necessary to keep the delivery schedule short.

## **ARTICLE B7 SUMMARY OF CONTRACT SERVICES**

**B7.1 General.** The Contractor shall provide services for a Preventive Maintenance project. The Contractor shall provide a single set of deliverables that contain all information required to construct the project. When authorized by an NTP, provide the following services:

- Environmental Activities
- Design Study Report
- Public Involvement
- Erosion and Sediment Control Plan
- Plans, Specifications, and Engineer's Estimate
- Utility Agreement Support
- Assistance During Bidding
- Assistance During Construction
- Assistance with Design Project Closeout

**B7.2 Contracting Agency Tasks.** The Contracting Agency staff will complete the following tasks with in-house forces:

- Environmental Document
- Surveying

**B7.3 Work Not Required.** The following work will not be required for this project:

- Reconnaissance Engineering Study

**B7.4 Possible Additional Services.** The Contracting Agency anticipates completing the following tasks with in-house forces. However, the Contracting Agency reserves the right to add the following tasks to the Contract by amendment:

- Right of Way Mapping
- Geotechnical Investigation/Recommendations
- Hydrologic and Hydraulic Design
- Electrical Design
- Traffic and Safety Analysis
- Structural Design
- Foundation Design
- Utility Agreements
- Right of Way Appraisal & Acquisition Services

**ARTICLE B8**  
**RECONNAISSANCE ENGINEERING STUDY**

**Task 1**  
**(EXC)**

**ARTICLE B9**  
**ENVIRONMENTAL ACTIVITIES**

**Task 2**

**B9.1 Engineering Support.** Provide engineering support as needed for environmental documents and permit applications for the project.

**B9.2 Permitting Support.** Provide engineering and technical support to assist the Contracting Agency in completing all permit applications pertaining to this project. Prepare permit application drawings for submittal and perform calculations as required for each permit. Prepare an attachment for each permit application detailing the project enhancements that have been incorporated into the proposed action.

**B9.3 Environmental Review of Plans.** After the permits have been acquired by the Contracting Agency, review the design drawings to ensure they are consistent with the permit requirements, and provide a consistency review summary memo.

**ARTICLE B10**

**RESERVED**

**Task 3**

**(EXC)**

**ARTICLE B11**

**SURVEYING**

**Task 4**

**(NIC)**

**ARTICLE B12**

**RIGHT OF WAY MAPPING**

**Task 5**

**(NIC)**

**ARTICLE B13**

**GEOTECHNICAL INVESTIGATIONS/RECOMMENDATIONS**

**Task 6**

**(NIC)**

**ARTICLE B14**

**HYDROLOGIC AND HYDRAULIC DESIGN**

**Task 7**

**(NIC)**

**ARTICLE B15**

**ELECTRICAL DESIGN**

**Task 8**

**(NIC)**

**ARTICLE B16**

**TRAFFIC AND SAFETY ANALYSIS**

**Task 9**

**(NIC)**

**ARTICLE B17**

**STRUCTURAL DESIGN**

**Task 10**

**(NIC)**

**ARTICLE B18**

**FOUNDATION DESIGN**

**Task 11**

**(NIC)**

**ARTICLE B19**

**DESIGN STUDY REPORT**

**Task 12**

**B19.1 General.** Provide a Design Study Report (DSR) that meets the requirements of the Preventive Maintenance section of the Highway Preconstruction Manual. Use the 1R DSR Template provided by the Contracting Agency.

**B19.2 Field Review.** Arrange and participate in a field review of the project area with personnel from the Contracting Agency. Identify known problems and review the condition of the pavement. Document all information and comments from the review.

B19.2.1 The Contracting Agency may provide transportation for the field review.

B19.2.2 Invite representatives from the following, as a minimum, to the field review.

- a. Contract Manager
- b. Maintenance and Operations
- c. Traffic & Safety
- d. Environmental
- e. Utilities
- f. Right-of-Way
- g. Materials

**B19.3 Draft DSR.** The draft DSR must document the background and purpose of the project, and the approach to be taken with the design. Unless directed by the Contract Manager to do so, do not hold up the submittal waiting for appendices to be available.

**B19.4 Final DSR.** Submit the Final DSR, sealed and signed by the supervising registered Engineer. The Contracting Agency will route the Final DSR for Final Approval. Additions and revisions may be required at later date.

**B19.5 DSR Appendices**

**B19.5.1** Approved design **Exceptions and/or Waivers**

**B19.5.2 ITS Systems Engineering Analysis**, if applicable, provided by the Contractor under this Task.

**B19.5.3** Approved **Environmental Document**, provided by the Contracting Agency.

**B19.5.4 Geotechnical Report**, provided by the Contracting Agency.

**B19.5.5 Geotechnical Recommendations**, provided by the Contracting Agency.

**B19.5.6 Hydraulic or Hydrologic Report**, if available

**B19.5.7 Design Decisions.** See Article B28.

**B19.5.8 Draft Railroad Crossing Checklist** For each railroad crossing within the project, provide a Draft Railroad Crossing Certification in accordance with the most recent Contracting Agency guidance, even if there are no crossings in the area.

**B19.5.8.1** Information must be **gathered on site** for the checklist.

**B19.5.8.2** The Contracting Agency will provide the railroad crossing checklist **template and instructions** on request.

**B19.5.9 Final Railroad Crossing Checklist.** See Article B23.

**B19.5.10 ADA Transition Memo.** See Article B23

**B19.6 Deliverable Items.**

<u>Type of Document</u>	<u>Paragraph</u>	<u>Hard Copies</u>	<u>pdf</u>	<u>'Word' or 'Excel' Copies</u>
Field Review Documentation	B19.2	1	1	
Design Study Report				
Draft	B19.3	1	1	1
Final	B19.4	1	1	
Design Exceptions/Waivers	B19.5.1		1	
ITS Systems Engineering Analysis	B19.5.2		1	1
RR Crossing Checklist(s)				
Draft	B19.5.8	1	1	
Final	B19.5.9	1	1	

**ARTICLE B20**  
**PUBLIC INVOLVEMENT**  
**Task 13**

**B20.1 General.** For the purpose of this Agreement, Public Involvement is defined as the total effort, both informal and formal, made by the Contractor and the Contracting Agency to keep the public and agencies informed about the project, to ensure that all reasonable alternatives are identified, and that public and agency concerns are considered and addressed.

**B20.2 Public Involvement Activities.** The Contractor shall perform support, as required, for informal public involvement through final design of the project. This support may include providing written and/or oral responses (through the Contracting Agency) to requests for information about the project from individuals and/or agencies. Attendance at two Anchorage Transportation Fairs will be required by the Contractor's design staff.

**B20.2.1 Advertisements and Notifications.** The Contractor shall, as required, prepare and have published newspaper and online advertisements for notices of availability of documents for review, and for other events as required by the State and Federal process. The Contractor shall deliver for review and approval drafts of all notices, advertisements and agendas before distribution or publication. The Contractor shall provide the Contracting Agency an affidavit of publication of any newspaper advertisement.

**B20.2.2 Civil Rights Requirements.** The Contractor shall provide the Contracting Agency's Project Manager and/or Contracting Agency's Environmental Analyst, for the subject project, with documentation of compliance with Title VI of the Civil Rights Act of 1964 immediately following each project-related public meeting, hearing, presentation, or community involvement activity.

**B20.2.2.1** Ensure that **meaningful services** to limited English proficiency persons are provided, as described in the DOT&PF's Limited English Proficiency Plan (see Exhibit B-3 and Exhibit B-7).

**B20.2.2.2 Display Title VI documents** at the meetings, including a Civil Rights brochure, an ADA & Title VI Policies brochure, and a "How to File a Complaint" brochure. See Exhibit B-4 for the website location of the documents.

**B20.3 Design Public Meeting.** No Design Open House Public Meetings are anticipated for this project.

**B20.4 Community Council Meetings.** Present the project at up to four (4) local Community Council meetings.

**B20.4.1 Presentation Materials.** Provide written and visual materials for presentation of the project at these meetings. The materials must be approved by the Contracting Agency in advance of the meetings. Provide a written summary of all the informational materials made available for public display / presentation at the meetings.

**B20.4.2 Meeting Documentation.** Compile the results of all public meetings, to include a summary of oral and written testimony, an analysis of comments received, and any recommendations, in a letter to the Project Manager.

**B20.5 Public Involvement Report.** The Contractor shall prepare a report documenting public involvement through completion of the design phase. The report will include a copy of pertinent comments from the public and any responses. Deliver it as part of the Design Project Closeout (see Task 21).

**B20.6 Other Public Involvement.** Provide additional support, as required, for informal public involvement through final design of the project. This support may include providing written and/or oral responses (through the Contracting Agency) to requests for information about the project from individuals and/or agencies.

**B20.7 Deliverable Items.**

<u>Type of Document</u>	<u>Paragraph</u>	<u>Hard Copies</u>	<u>'pdf' Copies</u>
Meeting Presentation Materials	B20.4.1	1	1
Meeting Documentation	B20.4.2	1	1
Public Involvement Report	B20.5	1	1

**ARTICLE B21  
RESERVED  
Task 14  
(EXC)**

**ARTICLE B22  
EROSION AND SEDIMENT CONTROL PLAN  
Task 15**

**B22.1 General** Provide an Erosion and Sediment Control Plan (ESCP) in accordance with the Contracting Agency's ESCP Template and associated instructions. All temporary erosion and sediment controls are shown in this Plan instead of in the Contract Plans.

**B22.2 Deliverable Items.**

<u>Type of Document</u>	<u>Paragraph</u>	<u>Hard Copies</u>	<u>'pdf' Copies</u>	<u>.dwg file</u>
ESCP				
Draft	B22.1	1	1	1
Final	B22.1	1	1	1

**B22.3 Provided Items** The Contracting Agency will provide the following:

1. Erosion and Sediment Control Plan Template

A sample Erosion and Sediment Control Plan is available from the Contracting Agency by request.

**ARTICLE B23  
PLANS, SPECIFICATIONS, AND ENGINEER'S ESTIMATE  
Task 16**

**B23.1 General.** Provide construction contract documents and other deliverables as described herein. The project design must be a best accommodation of the geographic location and the site specific constraints, as well as the project values and other constraints as defined by the Contracting Agency.

**B23.2 Guardrail Analysis.** Conduct a guardrail analysis.

**B23.3 Support Data.** Throughout the design phase, provide data in support of the Contracting Agency activities related to the project design. This includes but is not limited to the following.

**B23.3.1 Topography Survey Needs** Provide a Survey Request form and figure(s) showing where further topographic survey is required in order to design the project or to determine any necessary or recommended property rights acquisitions or alterations to existing utilities. After the initial list is provided, update it as necessary as the design progresses.

**B23.3.2 Right of Way Survey Needs** Provide a Survey Request form and figure(s) showing locations and areas where survey confirmation of location of the Right of Way is necessary in order to determine the need for additional property rights acquisition.

**B23.3.3 Data and Figures** required by Contracting Agency Support Groups, for example for environmental permitting or Right of Way negotiations.

**B23.3.4 CAD Files** with required disclaimers, for use by utility companies or others, as approved by the Contract Manager.

**B23.3.5 Cross-sections.** Include the following in each cross-section: original ground, the roadway template, right of way limits, grid lines, labels for offsets and elevations, and the roadway station for which it is applicable. Plot the cross sections at a standard scale and with no vertical exaggeration. Include on each sheet the project name, project number, date and review submittal. Submit the half size cross sections on 11" by 17" sheets.

#### **B23.4 Plan Sheets.**

##### **B23.4.1 Not Used**

**B23.4.2 Utility Plan Sheets,** if needed, will be provided by others. Incorporate Utility Plans into the Plan set.

**B23.4.3 Right of Way Lines** will be provided by the Contracting Agency, using the best available information.

**B23.5 Specifications.** The Contracting Agency will provide a current copy of the Standard Modifications, Statewide Special Provisions and Regional Special Provisions to the Standard Specifications for Highway Construction. Combine the Standard Modifications and Special Provisions for the PS&E assemblies. Use the format described in Exhibit B-4.

Incorporate Project specifications for Bridge, Utility, and/or other work into the Project Specifications.

Continually update the Specifications per updates to the Statewide Special Provisions and Regional Special Provisions.

Prepare any project specific special provisions. Whenever possible, use Performance Specifications rather than Method Specifications.

Notify the Contract Manager if you discover any potential need for sole source or proprietary items. Do not specify any proprietary items unless at least two are named. If "or equivalent" is used, specify the criteria for judging the equivalence. Do not specify sole source materials unless a sole source procurement authorization is obtained.

**B23.5.1 Appendices to the Specifications.** Provide the following as appendices to the Specifications.

- a. Materials Certification List
- b. Sign Shop Drawings

**B23.6 Engineer's Estimate (EE).** Develop the EE using the AASHTOWare program. Use standard pay items unless there is a specific reason to use special ones. The Contracting Agency will provide pay item numbers for items not listed in the Standard Specifications if needed. Provide estimated unit prices and total estimated costs for all items.

The Contracting Agency will make its historical records available for the determination of unit prices using the DOT&PF BidTab IV program. Sign and date the EE.

The Engineer's Estimate must remain confidential until after construction bids are opened.

**B23.7 Submittal Packages and Reviews.** The Contracting Agency's Contract Manager may review the submittal package and require changes, corrections and/or clarifications, and a re-submittal.

##### **B23.7.1 Not Used**

**B23.7.2 Your Plans-In-Hand Submittal Package** must consist of plans 75% complete, a specifications memo, a brief basic construction schedule, a full set of cross-sections (if available), and an engineer's estimate. Indicate clearly on the plans any locations where additional property rights may be required, and any potential requirements for adjustments or relocations of utility facilities.

**B23.7.2.1 Initial Comment Responses.** The Contracting Agency will provide written comments on the Plans-In-Hand submittal. Provide written responses to as many of the comments as practicable but at least one day before the review meeting. Indicate which comments require further information or coordination.

**B23.7.2.2** Reserved

**B23.7.2.3 A Plans-In-Hand Review Meeting** will be held a few weeks after the submittal is received. The Contractor's Project Manager, Project Engineer, and staff who are in-responsible-charge of relevant design disciplines must attend.

**B23.7.3 Your PS&E Review Submittal Package** must consist of complete plans, specifications, Special Notice to Bidders, a basic construction schedule, a full set of cross-sections (if available), the engineer's estimate, and the following:

- a. A brief report of significant changes made to the assembly after the Plans-In-Hand Review Meeting (if applicable).
- b. A written list of comments made by the Plans-In-Hand reviewers, with adjudicated responses.
- c. Draft Erosion and Sediment Control Plans, including sheets.
- d. Draft traffic control documents as required by the HPCM
- e. A technical memo describing all non-standard features on the project, and the reason(s) for them. (If applicable)

**B23.7.3.1 Initial Comment Responses.** The Contracting Agency will provide written comments on the PS&E submittal. Provide written responses to as many of the comments as practicable before the review meeting. Indicate which comments require further information or coordination.

**B23.7.3.2** Reserved

**B23.7.3.3 A PS&E Review Meeting** will be held a few weeks after the submittal is received. The Contractor's Project Manager, Project Engineer, and staff who are in-responsible-charge of relevant design disciplines must attend.

**B23.7.4 Your Certification Set Submittal** must consist of the following:

- a. Plans essentially complete. The Contract Manager may direct that some minor work/revisions need not be included in this set.
- b. Specifications essentially complete. The Contract Manager may direct that some minor work/revisions need not be included in this set.
- c. Engineer's Estimate essentially complete.
- d. Final responses to all comments made on the design.
- e. Final Railroad Crossing Certification for each railroad crossing within the project limits or confirming there are no crossings in the area.

**B23.7.4.1** Revise the certification set deliverables per Contract Manager direction.

**B23.7.5 Your Advertisement Package** must consist of the items listed below.

- a. Complete, signed and sealed Plans
- b. Complete Specifications including Appendices
- c. Signed Engineer's Estimate
- d. Special Notice to Bidders
- e. Full set of cross-sections (if available)
- f. Completed Highway Design Checklist
- g. Completed Traffic Control documents
- h. A brief report of significant changes made to the assembly after the PS&E Review meeting, but which were not discussed at that meeting. (If applicable)
- i. Final responses to all comments made on the design (if updates are required after the Certification Set submittal).
- j. Final Erosion and Sediment Control Plans, including sheets
- k. Letter describing any unusual design features, and the reasons for them. (If applicable)
- l. Quantity Calculations in accordance with the B4.11 and Highway Design Checklist

m. Completed FHWA or State Funded Projects Division 100/645 & Contracts Checklist

**B23.7.5.1** Revise the advertisement set deliverables per Contract Manager direction.

**B23.8 Deliverables**

<u>Type of Document</u>	<u>Para</u>	<u>Hard Copies</u>	<u>.PDF</u>	<u>AutoCAD</u>	<u>Word</u>
ADA Transition Report Data/Memo	B23.2	1	1		
Topography Survey Needs List/Figure(s)	B23.3.1	1	1		
RW Survey Needs List/Figure	B23.3.2	1	1		
Data and Figure(s) for Support Groups	B23.3.3	1	1		
CAD Files for Support Groups	B23.3.4			1	
Cross-Sections	B23.3.5	1	1		
Plans-In-Hand Review Submittal	B23.7.2	2	1		
Plans-In-Hand Initial Comment Responses	B23.7.2.1	20	1		
PS&E Review Submittal	B23.7.3	2	1		
PS&E Review Initial Comment Responses	B23.7.3.1	20	1		
Certification Submittal	B23.7.4	4	1		
Advertisement Package	B23.7.5	2	1		

**ARTICLE B24**

**RESERVED**

**Task 17**

**(EXC)**

**ARTICLE B25**

**UTILITY AGREEMENT SUPPORT**

**Task 18**

**B25.1 General.** The Contractor shall support the Contracting Agency's efforts to prepare any Utility Relocation Agreements that may be required for the project. All formal correspondence, including utility redline requests and agreements, shall be routed through the Contracting Agency for formatting, signature and transmittal.

**B25.2 The following** information shall be included:

- a. Plan Sheets.
- b. Cross Sections.

**B25.2.1 Plan Sheets.** The Plan Sheets shall be on 11-inch x 17-inch paper and shall include the existing utilities; proposed roadway and pathway improvements including slope limits; existing and proposed right of way limits; existing and proposed drainage features; and any structures affected by proposed construction. Existing utilities within the project limits shall be identified including their size and type. Existing utility locations shall be based on the following in order of preference: field topographic surveys, as-built drawings, and utility system maps.

**B25.2.2 Cross-Sections.** The cross sections shall be on 11-inch x 17-inch paper (unless 22" x 34" paper is specifically requested by the Contracting Agency's project manager) and shall include: the existing ground, the proposed finished ground, side slopes, and proposed right of way limits. To these cross sections the contractor shall add the existing overhead and underground utilities. If underground elevations of utilities are not available, the elevations shall be estimated as four feet within the roadway and ditch prism and three feet in all other locations. Cross sections shall be included in all locations where utility conflicts exist or utility relocations are proposed. A cross section shall be included at each pipe crossing. Side street profiles shall be indicated on the appropriate stations.

**B25.3 Utility Relocation Agreements. (NIC)** The purpose of the Utility Relocation Agreement is to provide for the relocation or adjustment of utility facilities in conflict with the proposed project. An Agreement may also be required to secure a utility provided service for the project. An Agreement is required to incorporate improvements requested by utilities into the construction contract. The Utility Relocation Agreements shall consist of:

- a. The Contracting Agency contract format for the appropriate agreement type.
- b. The billing format specific to the project.

- c. An estimate of cost, to be designated Exhibit A. The cost estimate shall separate federal participating and non-participating funds and indicate obligation of payment by utility companies or the Contracting Agency. The cost estimate shall include all utility relocations, constructed by the utilities or included in the PS&E package.
- d. A certificate of finding and project scope, to be designated Exhibit B.
- e. Utility design plans to be included in the PS&E package and project plans showing existing and proposed utilities, to be designated Exhibit C.
- f. Special provisions to be included in the PS&E specific to the utility relocation and coordination, to be designated Exhibit D.
- g. Utility plans not included in the PS&E package, to be designated Exhibit E.

**B25.3.1 Coordination With Utilities.** The Contractor shall conduct all coordination activities and provide all information required to secure approval of the Utility Relocation Agreements with the utilities. The Contractor shall not commit the Contracting Agency to any action without prior written approval of the Contract Manager. The Contractor shall be aware that until the utility is authorized to begin preliminary engineering design that any participation by the utility, except for supplying system as-builts, is voluntary. The Contractor shall make Cross Sections, other reports, and the PS&E assemblies produced for this project available to those designing the necessary utility relocations. The Contractor shall provide assistance interpreting these documents and sharing other information about this project to those designing the utility relocations.

**B25.3.2 Utility Relocation Agreement Preparation.** The following steps, at a minimum, shall be completed in the development of the Utility Relocation Agreements:

- a. Redline request and utility questionnaire concurrent with local review plans.
- b. Review redline drawings and compare to utility locations shown on the plans. Review property interest information for justification of relocation reimbursement.
- c. Prepare notice to relocate and authority to proceed with preliminary engineering for each utility concurrent with PIH review plans. Each notice shall request a one-line design, right of way requirements and a cost estimate to be submitted by the utility within 2 months.
- d. Recommend relocation scheme and reimbursement by the Contracting Agency based on utility design and negotiate with the utilities for final determination.
- e. Determine right of way requirements, if any, for utility relocations.
- f. Prepare authority to proceed (ATP) through final design and estimate letter to each utility.
- g. Prepare Section 105, Control of Work special provisions for inclusion in Plans, Specifications, and Estimate package.
- h. Include utility one-line designs and draft special provisions in the Pre-PS&E review assembly.
- i. Prepare draft Utility Relocation Agreements for Contracting Agency's review.
- j. Prepare final Utility Relocation Agreements.

**B25.4 Reviews and Schedule.** Draft Plan Sheets, Cross Sections, and list of utility conflicts shall be submitted concurrently with the Plans in Hand review. Final deliverables will be submitted with the Final PS&E assembly.

**B25.5 Deliverable Items.**

<u>Type of Document</u>	<u>Para</u>	<u>Copies</u>	<u>Word Format</u>	<u>.PDF</u>
Plan Sheets	B25.2.1	1		1
Cross-Sections	B25.2.2	1		1

**B25.6 Provided Items.** The Contracting Agency will provide the following:

- a. Sample Utility Agreement.

**ARTICLE B26**  
**RIGHT OF WAY APPRAISAL AND ACQUISITION SERVICES**  
**Task 19**  
**(NIC)**

**ARTICLE B27**  
**ASSISTANCE DURING BIDDING**  
**Task 20**

Assist the Contracting Agency as requested during project bidding. Personnel who were in responsible charge for engineering, and other personnel as necessary and appropriate, must be available to interpret and clarify documents prepared during project development and to assist the Contracting Agency with preparing any necessary addenda to the bid documents. Do not communicate about this project with any potential bidders.

**ARTICLE B28**  
**ASSISTANCE WITH DESIGN PROJECT CLOSEOUT**  
**Task 21**

**B28.1 Reserved**

**B28.2 As-Awarded CAD files.** Within 4 weeks after the bids are opened for the construction contract, provide all CAD files for the project, in accordance with the Central Region Highway Design Project Closeout Guide.

**B28.3 Completion Documentation.** Submit the original of all documents prepared by the Contractor during project development. These documents include all notes, sketches, maps, photographs, survey data, computations, cross sections, meeting and site visit notes, and other materials created to develop, record, or justify services provided for the project. Identify all assumptions made in the documentation. Keep a copy of all the development documents until construction is complete.

**B28.3.1** Documents created to determine pay item quantities must contain sufficient information to allow the quantity for each pay item to be checked by starting from the source document. Reference these documents to the applicable pay item.

**B28.3.2** Provide electronic copies of **photographs** on disks or other media approved by the Contracting Agency.

**B28.4** Submit a WORD document of the **as awarded project specifications**.

**B28.5** Provide a **Public Involvement Report**, describing and documenting all public involvement activities employed on the project.

**B28.6** Provide **DSR Amendments Information** as required. These may include, but are not limited to:

- a. Copies of, and indexes of, project correspondence.
- b. The Public Involvement Report, as defined in Article B20
- c. Memos or letters documenting design decisions
- d. Other updates or changes as necessary

**B28.7 Deliverables**

<u>Type of Document</u>	<u>Para</u>	<u>Hard Copies</u>	<u>Electronic</u>
As Awarded CAD files	B28.2	1	1
General Project Files	B28.3	1	1
Electronic Copies of Photographs	B28.3.2	1	1
As Awarded Specifications	B28.4.3	1	1
Public Involvement Report	B28.5	1	1
DSR Amendment Information	B28.6	1	1

**ARTICLE B29**  
**ASSISTANCE DURING CONSTRUCTION**  
**Task 22**

**B29.1** Provide **assistance** to the Contracting Agency as requested during project construction. Personnel who were in responsible charge for engineering, and other personnel as necessary and appropriate, must be available to interpret and clarify documents prepared during project development and bidding; to review and approve shop drawings, electrical materials/catalog cuts submittals, retaining wall forming plans, trench stability designs, and landscaping materials and procedures; and to assist the Contracting Agency with preparing any necessary change order documents.

**B29.2** All **communication** about this project must be through the Contracting Agency. Do not communicate directly with the successful bidder.

**B29.3 Documents.** Within a month after the Contracting Agency accepts the constructed project, submit to the Contracting Agency the original of all documents prepared or modified when performing the services for this task.



**EXHIBIT B-2  
PROJECT SCHEDULE**

<b><u>Milestones</u></b>	<b><u>Date</u></b>	<b><u>Deliverables</u></b>
Project Start.....	January 2021	Notice to Proceed
Plans-In-Hand Review .....	August 2021	Draft Plans, Specifications, and Estimate
PS&E Review .....	March 2022	Draft Plans, Specifications, and Estimate
Authority to Advertise.....	September 2022	Final Plans, Specifications, and Estimate

**EXHIBIT B-3**  
**HIGHWAY DESIGN STANDARDS AND GUIDELINES**

Office of the Federal Register (United States)

- Code of Federal Regulations, Title 23, Highways, Current Edition

AASHTO

- LRFD Bridge Design Specifications, Current Edition with Interim Revisions
- A Policy on Geometric Design of Highways and Streets, 6<sup>th</sup> Edition, 2011
- Guidelines for Geometric Design of Very Low-Volume Local Roads (ADT ≤ 400), 2001
- Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, 6<sup>th</sup> Edition, 2013
- Roadside Design Guide, 4<sup>th</sup> Edition, 2011
- Guide for the Development of Bicycle Facilities, 4<sup>th</sup> Edition, 2012
- Guide for the Planning, Design, and Operation of Pedestrian Facilities, 1<sup>st</sup> Edition, 2004
- Roadway Lighting Design Guide, 2005
- A Guide for Achieving Flexibility in Highway Design, 1<sup>st</sup> Edition, 2004

ASPLS

- Standards of Practice for Professional Land Surveyors, Current Edition

DEC

- Alaska Storm Water Guide, 2011

DOT&PF

- Highway Preconstruction Manual, Current Edition
- Standard Specifications for Highway Construction, Current Edition
- Standard Modifications (Supplementary Specifications to the Standard Specifications for Highway Construction), Current Edition
- Standard Special Provisions (Statewide and Regional) to the Standard Specifications for Highway Construction, Current Edition
- Central Region Specifications Provisions – Style Guide, Current Edition
- Standard Drawings, Current Edition
- Central Region Standard Drawings, Current Edition
- Alaska Test Methods, Current Edition
- Environmental Procedures Manual, Current Edition
- Alaska Bridges and Structures Manual, Current Edition
- Alaska Highway Drainage Manual, 2006
- Alaska Flexible Pavement Design Manual, Current Edition
- Alaska Geotechnical Procedures Manual, Current Edition
- Alaska Traffic Manual, consisting of
  - o Manual on Uniform Traffic Control Devices, FHWA, 2009 with Current Revisions
  - o Alaska Traffic Manual Supplement, 2016
- Construction Surveying Requirements, Current Edition
- Right-of-Way Manual, Current Edition
- Central Region CAD Standards & Drafting Guide, Current Edition
- Alaska Sign Design Specifications, Current Edition
- Central Region Project Closeout Guide, Current Edition
- All Policies and Procedures

**EXHIBIT B-4**  
**INFORMATIONAL WEBSITES**

(Provided for information only)

As-built Search: [http://dot.alaska.gov/edocs\\_code/searches/asbuiltsearch.cfm](http://dot.alaska.gov/edocs_code/searches/asbuiltsearch.cfm)

Right of Way Search: [http://www.dot.state.ak.us/edocs\\_code/rowmap/rowmaps.cfm](http://www.dot.state.ak.us/edocs_code/rowmap/rowmaps.cfm)

Survey:

[http://www.dot.state.ak.us/creg/dot-cadastral/Construction Surveys/Centerline Referencing and Perpetuation 2011.doc](http://www.dot.state.ak.us/creg/dot-cadastral/Construction%20Surveys/Centerline%20Referencing%20and%20Perpetuation%202011.doc)

Functional Classification Maps: <http://www.dot.state.ak.us/stwdp1ng/fclass/fclassmaps.shtml>

Preconstruction Manuals: <http://www.dot.state.ak.us/stwddes/dcspubs/index.shtml>

Materials Resources : [http://www.dot.state.ak.us/stwddes/desmaterials/mat\\_resource.shtml](http://www.dot.state.ak.us/stwddes/desmaterials/mat_resource.shtml)

Policies and Procedures: [http://www.dot.state.ak.us/admsvc/pnp/policy\\_and\\_procedures.shtml](http://www.dot.state.ak.us/admsvc/pnp/policy_and_procedures.shtml)

FTP Site: <http://www.dot.state.ak.us/creg/design/highways/>

Items located on this site include:

- Central Region CAD Standard & Drafting Guide (CSDG)
- CAD Templates and Example sheets (\*.dwt, A1, A2, B1, C1, D1, etc.)
- Regional Drawings
- Master Materials Certification List (MMCL)
- ESCP Template
- Specification Templates and Guides
- Highway Design Checklist
- Design Study Report Templates
- Railroad Crossing Checklist
- Survey Request Form

**EXHIBIT B-5**  
**GENERAL REQUIREMENTS FOR SURVEYING AND MAPPING SERVICES**

**EB5.1 Standards.** Perform the services to standards called for in the Alaska State Professional Land Surveyors (ASPLS) Standards of Practice, the California Geodetic Control Committee (CGCC) Standards for Band IV surveys, U.S. COE Manual EM-1110-1-10000 for Photogrammetric Mapping, or the DOT&PF Construction Surveying Requirements, as appropriate to the services being performed.

Perform all studies, reports and services in accordance with applicable codes, regulations and standards; professional practice procedures; and commonly recognized surveying and mapping methods. Package the deliverable in an electronic format using folders. Do not begin surveying for design, surveying for right-of-way, or right-of-way mapping without specific written authorization from the Contracting Agency.

**EB5.2 Considerations.** Consider the geographical location of the project as well as other environmental and site specific constraints when performing services. Procure the necessary right of entry permissions required to do the work, including from private property, Native Allotments, and Alaska Railroad property, unless this contract indicates elsewhere that the Contracting Agency will procure the right of entry permissions.

**EB5.3 Registration.** All survey services must be conducted by, or under the direct supervision of, a Professional Land Surveyor (PLS) holding current registration in the State of Alaska. A PLS must be an active, on-site field supervisor of the survey crew. A PLS must also be directly involved in the preparation of all survey deliverables.

**EB5.4 Field books.** Furnish hardbound field books for recording survey information. The books become the property of the Contracting Agency after the survey information has been entered and the contract completed. Label each book with the project name and an appropriate title, e.g. Horizontal Control, Vertical Control, etc., and include in each book an index and a comments page. The index page must reference the contents by page number. A PDF copy of the field books, if deemed adequately readable by the Contracting Agency, is acceptable. Field books must be indexed, reduced, stamped, and checked.

**EB5.4.1** Keep field notes in a neat and orderly fashion. Number all pages consecutively, showing date, weather, and crew names. Describe all abbreviations used on the comments page. Use sketches frequently; include enough detail to assist in following the progression of the services. Notes and sketches must be adequately detailed to convey their intent to a person who is not familiar with the project. When describing monuments or other points, recovered or set, include the data stamped on the monument and the condition of the monument.

**EB5.5 Units.** Use U.S. Customary System of Measurement (foot units) throughout development of the project. Base any metric conversions required upon the U.S. Survey Foot (3937 feet = 1200 meters exact).

**EB5.6 Prepare Drawings, Plats, and Maps** in electronic format as specified by the Contracting Agency.

**EB5.6.1** Unless otherwise stated, the format and standards for all drawings must be according to the most current DOT&PF Central Region CAD Standard and Drafting Guide. These standards are available upon request. Use the plotted scale specified by the Contracting Agency.

**EB5.6.2** Produce and provide drawings in English (U.S. Survey foot units) format. Show distances in horizontal ground foot units. Annotate with "Ac." for acres, and "sq. ft." for square feet. Do not show metric units on drawings developed for design work, unless requested to do so by the Contracting Agency.

**EB5.6.3** All linework and lettering must be of professional quality, and all line widths and lettering sizes must be of such size that all information can be clearly shown without overlap or confusion. All lettering must be a minimum size of 0.1 inch at a full-scale plot. Lettering and linework must be in the appropriate black drafting ink. AutoCAD style names and fonts must follow the Contracting Agency's specified standards. See the current Design Drafting Manual.

**EB5.6.4** Linework must not run through text. Do not break lines at text; mask the linework using color 155 solids. Place solids on the same layer as the text that the solid lies under.

**EB5.6.5** Drawings must be accurate models of the data shown. E.g.; draw a line labeled N 10°00'00" E

104.35' exactly as labeled, draw a line that is shown to terminate at a monument symbol with no distance between the endpoint of the line and the center of the symbol, etc.

**EB5.6.6** All CAD work within Model Space must be color by layer. The drawing must include metadata, to include: control statements, drawing notes, and any other survey related info shown as text within Model space. Purge the drawing before submitting. Zoom to extents and remove any extraneous features. Check to ensure that all symbols are the same scale, which must be the plotted scale of the drawing. Include a standard DOT&PF north arrow, a legend depicting only the symbols and linework used on that sheet, a foot unit bar scale, and a standard DOT&PF border on each sheet within the drawing. Do not include any extraneous backup files.

**EB5.6.7** Submit final Plans, Maps, and Plats electronically and with solid black ink on 22" x 34" original mylar. Plot all final drawings such that the ink is on the front surface of the mylar. Topographic drawings are not required to be plotted.

**EB5.6.8** Perform your own internal review of these products before delivery, to see that Department standards have been followed. Submit all drawing files electronically to the Contracting Agency Survey Manager, with a copy to the Contract Manager, upon completion for review. Drawings not meeting these standards will be rejected.

**EB5.7 TINs** must be an Autodesk Civil3D Surface or 3D lines with an accompanying LandXML file. Include the TIN boundary as a closed polyline at elevation zero, and the fault lines as 3D polylines. Check all TINs produced by ground based survey methods and by field inspection of contours generated by the TIN.

Submit a TIN certificate, signed, and sealed by the responsible PLS and containing the following: 1) the methods used to gather data for production of the TIN(s), 2) the accuracy of the TIN(s), and 3) the checks used to substantiate the accuracy of the TIN(s). Field check all ground based TIN(s) before final submittal; certify that this has been done on the TIN certificate. Your PLS must check all TIN(s) using withheld Topographic points randomly collected throughout the TIN(s) area. Collect a minimum of 50 points. Provide a spreadsheet showing the elevation differences from the TIN(s). A sample certification of TIN is available from the Contracting Agency's Survey Section.

**EB5.8 Coordinate Files** must be comma-delimited ASCII text files. Data must be in the sequence Point Number, N, E, Z, and Description. All recovered, computed, and topographic point must be included, in the local system, if provided. Coordinates must be given to four decimals for the Northings and Eastings, and two decimals for elevations. Points of unknown elevation must have a placeholder of -9999 in the Z position. Descriptors must be case sensitive, e.g.: Rebar5 shall not equal REBAR5. Elevations that are not valid TIN elevations must be coded as such in the descriptor. Follow examples provided by the Contracting Agency for descriptors for found or set monuments.

**EB5.8.1** Provide an ASCII file listing all **Descriptors**, which includes the meaning and expanded description of each one used. Do not include any descriptors that were not used.

**EB5.8.2** Use the following Point Numbering Scheme.

Range	Use
1-200	Primary Control Set (main project, line-of-sight traverses)
201-300	Primary GNSS Control
301-400	Aerial Control Panels or Naturals (HV's)
401-550	Secondary Control Points (Spikes/Nails)
551-600	Recovered Published Hz. Control (NGS, NOS, etc.)
601-700	Set or Recovered Vertical Control
701-2000	Fnd Mons/Prop Cors
2,001-5,000	Computed/Protracted Points, Search, Pre/Post Stakeout

5,001- 20,000+	Topography Survey Points
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Ensure that point numbers used in this task do not conflict with point numbers used in other survey tasks on this project.

**EB5.9** Submit all **Electronic Data** (drawing files, coordinate files, reports, etc.) on an appropriate size and type of digital media.

**EB5.10** Perform **Quality Control** prior to all submittals. Record three-dimensional backsight checks at the beginning and end of all instrument setups. Record three-dimensional coordinate checks at the beginning and end of an RTK GNSS work session. Include these checks, labeled as "Quality Control Checks" within the Control Summary deliverable. The Contracting Agency will reject submittals that do not conform to the requirements of this statement of services.

**EB5.11 Reviews.** Submit draft documents required under this agreement to the Contracting Agency Survey Manager for review. Allow three weeks for the return of written comments. Address and respond to all comments to the satisfaction of the Contracting Agency prior to submitting the final documents.

**EB5.12 Submittal Delivery.** Submit deliverables to the Contracting Agency in accordance with the negotiated schedule.

**EB5.13 Sequence** Perform Survey Services in the following sequence unless otherwise directed by the Contracting Agency:

- a. Research
- b. Pre-Work Meeting with ADOT&PF
- c. Control Survey
- d. Aerial Photography/Photogrammetry
- e. Topographic/Planimetric Survey
- f. Bridge Site(s)/Drainage Survey
- g. Special Features
- h. Right-of-Way Survey
- i. Right-of-Way Mapping
- j. Preconstruction Surveying
- k. Post Construction Surveying
- l. Right of Way Engineering Closeout Services

**EB5.14 Control Surveys** include establishing horizontal and vertical control points as directed by the Contracting Agency. Prepare a Survey Control Diagram (SCD) showing the results of the control survey. The SCD will be a recorded document, and as such, must meet certain criteria. All points used or tied as a part of these control surveys shall be included in the project coordinate file and shown on the SCD. SCD guidelines are available from the DOT&PF Survey Section. Prior to performing field surveys for the project, meet with the Contracting Agency's Locations/Survey Manager, or their designee, to get existing Department control data and to discuss the control requirements for the project.

**EB5.14.1 Basis of Horizontal Control.** When the primary control is provided by the Contracting Agency, it shall be the basis of control for the project. Contact the Contracting Agency if the provided control is found to be disturbed or out of tolerance. Any auxiliary control points necessary to augment this control will be incidental to the task for which it is required. When the primary control is to be performed by the Contractor, the basis of control must be as directed by the Contracting Agency's Survey Section. The local project coordinate system to be used must be based upon transformation parameters supplied by the Contracting Agency.

**EB5.14.2 Horizontal Control Standards.** All horizontal control survey measurements and references must be recorded in field books. Electronic data collection may be used to record control data, but is not acceptable as the sole data source for survey measurements. Distances must be measured and recorded in both feet (nearest 0.01 foot) and meters (nearest 0.001 meter) as a check. Recorded angle sets, at a minimum, must contain 2 direct and 2 reverse measurements of the forward angle right. When the difference between a direct and reverse pointing of an angle pair exceeds six seconds (ten seconds

for distances of 150 feet or less), then that angle pair must be rejected and remeasured. The mean angle right must be used for all computations. All foresights and backsights must be of the fixed leg type. Secondary control points may be side-tied in the same manner. Secondary control points must be, at minimum, a mag-nail in paved areas or a 6-inch spike in unpaved areas.

All traverses performed must meet or exceed the standards for Third Order Class I, Traverse Surveys as specified in the ASPLS Standards of Practice. All traverses must be closed; beginning and ending at known points with an allowable linear error of closure of 1:10,000 or better. In no case may ground traverses run greater than 2 miles between GNSS controlled points. Static GNSS work must meet current CGCC Standards for Band IV Surveys. Traverse and GNSS network adjustments must be by simultaneous least squares adjustment methods.

All cadastral, property, or right of way corners controlled with GNSS must be done using Static GNSS survey methods. These corners may be considered secondary control and need only to be occupied once, providing there is a minimum of two 20 minute duration vectors from project control computed for the corner position that differ by no more than 0.08 feet horizontally.

**Post-Processed Kinematic (PPK) or Real-Time-Kinematic (RTK) GNSS procedures may not be used for establishing control.**

**EB5.14.3 Primary Horizontal Control.** For Highway Projects or traverses along road corridors, GNSS control points must be set at approximately 2 mile intervals within the project limits, in areas where they may be easily traversed in and out of. Use these points for both the project horizontal and vertical control. Use a 9/16" dia. stainless steel rod for these deep monuments. Set a minimum 4" dia. well case of length 2.5 feet around each monument with a protective cap and marker post. Drive these points to a maximum of 40 feet or refusal, whichever is less. Where conditions warrant, cementing a cap into a solid rock outcropping or bedrock, or a dig-in type flared-base monument are acceptable alternatives.

At maximum 1320 foot intervals, set additional intervisible traverse points, as needed, consisting of a minimum 5/8" x 24" rebar (5/8" x 8" in pavement) with identifying cap. Locate these points off of the existing paved surface wherever possible. Set them at least 0.1 foot below the existing ground surface. Do not use spikes or nails as the Primary Horizontal Control.

Show all primary horizontal control points and reference points, found or set, on the SCD.

Prepare a narrative horizontal control summary detailing the datum, primary control points used, Basis of Bearings, type of adjustment performed and statistics, problems encountered during the survey, equipment used, etc., which must include annotated copies of control computations and control adjustments, and a horizontal control statement. For GNSS control surveys, also provide a RINEX2 format data file of at least 8 hours of GNSS data for at least two control points for at least two different days in the Contractor's control network. **The Contracting Agency recommends logging as much data on as many different days as possible to account for any solar disturbances or other unanticipated problems that might occur.**

**EB5.14.4 Basis of Vertical Control.** When primary vertical control is provided by the Contracting Agency, it must be held as the basis of control for the project. Any auxiliary control points necessary to augment this control will be incidental to the task for which it is required. When the primary vertical is to be established by the Contractor, the vertical datum must be as determined by the Contracting Agency. Note: A tie to MLLW must be made for all surveys in or adjoining tidally influenced areas unless specifically directed to do otherwise by the Contracting Agency.

**EB5.14.5 Vertical Control Standards.** Record all vertical control survey measurements in field books. If an electronic digital level is used and the data is recorded electronically, provide annotated copies of the raw and reduced data. All vertical survey circuits must meet or exceed the standards for third order leveling as specified in the latest printing of the Federal Geodetic Control Committee's Standards and Specifications for Geodetic Control Networks. All vertical control points must be part of a closed level loop; side-shots are not acceptable. Each loop must be adjusted, and this adjusted elevation used for any further loops. Show loop closures and loop-adjusted elevations in the field books. Also use the field books to record descriptions and sketches of vertical control points found or set, condition of found points, and for electronically recorded data the loop information (start point, point(s) controlled, end point, etc.) necessary to interpret the data. Primary vertical control points (BMs and TBMs) must be controlled by

differential leveling. Elevations may be established for secondary control points by closed trigonometric loops, in which case sight distances must not exceed 750 feet with foresights and backsights of approximately equal lengths, and the line of sight must clear obstacles by a minimum of 1.5 feet to avoid the effects of adverse refraction. Measure and record elevation differences to the nearest 0.01 foot.

**EB5.14.6 Primary Vertical Control.** For highway projects or projects along road corridors, establish primary vertical control points every ½ mile or less. Use existing official bench marks (BMs) wherever possible, and establish intermediate temporary bench marks (TBMs) between them. These TBMs must be stable objects such as luminaire and signal pole base bolts, spikes in trees, etc. **Do not use wooden utility poles, scribes in concrete, or traverse points for TBM's.** Contact the Contracting Agency for direction if no suitable TBM locations exist. Where no permanent official bench marks exist, establish a minimum of two **permanent bench marks** per project site, or one per mile, whichever is the greater number, for use through project construction. Permanent bench marks must be, at a minimum, 9/16" dia. stainless steel rod driven no more than 40 feet or until refusal into dry ground, encased by a 2.5 foot section of 4" dia. well casing flush with the ground with a rubber cap covering the top of the pipe, or a brass cap cemented into rock outcrops or stable concrete structures, e.g. bridge abutments or building foundations and walls. These points may also satisfy the requirements for Horizontal control, under section EB5.14.3. Place a marker post near each permanent benchmark, found or set. Refer to the NOAA Manual NOS NGS 1, Geodetic Bench Marks for recommended guidelines for setting permanent benchmarks.

Primary vertical control points, found or set, must be described in great detail, identifying the particular physical feature used for the elevation point. Provide clarifying sketches. Record instructions sufficient to enable someone unfamiliar with the project to find these points. Include distances and directions from recognizable terrain features such as major intersections, bridges, buildings, etc., in these instructions. Tie all primary vertical control points, found or set, to the project horizontal control and shown on the SCD.

Provide a narrative vertical control summary detailing the datum, primary control points used, vertical network adjustment data, problems encountered during the survey, equipment used, etc. Include an NGS benchmark data sheet if available.

**EB5.15 Photogrammetry.** When approved by the Contracting Agency, you may use controlled aerial photography to provide planimetric and/or topographic information. Since aerial photography may be used for a variety of analyses, the photography must be natural color and have sufficient scale and resolution to allow for the preparation of the photogrammetric products, which must meet the required accuracies and provide economical acquisition. Aerial photography used for topographic mapping products must be acquired during leaf-free and snow free conditions, except that aerial photography used solely for orthophoto products may be acquired with leaf-on conditions. Existing photography may be substituted for new photography with the approval of the Contract Manager. All acquired aerial photography, and all photogrammetric products prepared by the Contractor, must conform to the guidelines and standards of the US COE Manual EM-1110-1-1000. The Contractor using methods suitable to return the desired mapping accuracies shall control aerial photography used for mapping products. Horizontal and vertical datums for the photogrammetric products must be on the same datums as that used for the project control. Any photo pre-mark panel points must be set and controlled for this task, using the same methods and materials as detailed for auxiliary control points presented above for Horizontal and Vertical Control. The Contractor must determine the number of, location of, and panel size for these points in conjunction with the firm performing the aerial photography. Mark each photogrammetric control point using appropriate panel material. Remove and dispose of all panels set under this contract at the direction of the Contracting Agency. The use of the most cost effective techniques that will provide the specified products is encouraged. All photogrammetric products for development of TINs must meet all of the format, content, accuracy and certification requirements set forth in this Contract for topographic survey, unless directed otherwise by the Contracting Agency.

If aerial photography is acquired for, or available for, use on this project, provide a digital orthophoto, georeferenced to the project coordinates, to the Contracting Agency for use in the design. Provide the orthophoto in the following two formats: uncompressed .TIF, and compressed Mr. Sid image file.

**EB5.16 Electronic Photographs.** To assist in the point identification, verification of markings, condition of monument and accessories, the Contractor shall gathered .jpg digital photographs of all monuments found, set, or tied. Provide three photographs of each corner: one readable close-up of the cap, one near distance

showing monument condition, and one with an overview of the monument and its surroundings (it helps to have a tripod setup over the point or some other indicator like fiberglass post to find monument in surrounding picture). Also provide photograph of all original bearing trees and other accessories of record for these corners. Index the photographs by point number, with the point number in the file name to aid identification of the point. Many times a chalkboard or other similar device can be used in the field to identify the point in the photographs by writing the point legal designation and project point number on the board, and placing board in scene of the pictures. Resolution/File Size should be limited to no more than 1Mb per photo, or a resolution of no more than 2048x1356.

**EB5.17 Deliverable Items.** Organize the deliverables electronically in folders according to the list of required deliverables described in the Contract. Submit only what is required for your specific project. Do not submit extra information not required by the Contracting Agency. Name the files and folders according to what they represent. Do not use contractor specific job numbers. Name CAD drawings in such a manner that anyone can tell what it represents without having to open the drawing. An example would be "Sleetmute\_Topo.dwg", and not "06-342.dwg". Submit the following items related to your survey to the AK DOT&PF Survey Section:

**EXHIBIT B-6**  
**SAMPLE MONTHLY PROGRESS REPORT**

ATTENTION: (Agency Project Manager, Agency Name)

FROM: (Contractor's Project Director, Contracting Firm)

PROJECT: (Project title and numbers)

CONTRACT NO:

PROGRESS REPORT NO:

DATE:

INCLUDES ALL WORK TO (insert date)

END OF LAST INVOICE PERIOD (insert date)

1. PERCENTAGE COMPLETION AND ACTUAL COST PER TASK. INCLUDE THE TOTAL CUMMULATIVE PROGRESS TO DATE (table format).

TASK | TOTAL CONTRACT PRICE | ACTUAL COST TO DATE | % COMPLETE

2. SUMMARY OF WORK EFFORT PER TASK DURING THE REPORTING PERIOD.
3. LIST OF DELIVERABLES WITH SCHEDULED SUBMITTAL DATE, EXPECTED SUBMITTAL DATE AND % COMPLETE (table format).
4. PLANNED WORK FOR THE NEXT REPORTING PERIOD PER TASK.
5. KNOWN OR ANTICIPATED DELAYS/PROBLEMS PER TASK.
6. LIST ANY OUT OF SCOPE OR ADDITIONAL WORK WITH THE ESTIMATED COST AND/OR SCHEDULE IMPACTS PER TASK.

**EXHIBIT B-7**  
**PUBLIC NOTICE LANGUAGE**

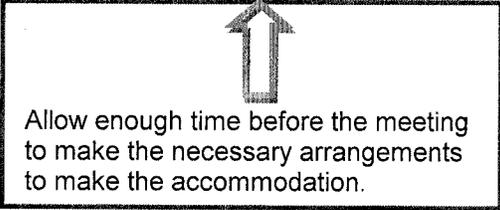
**B7.1** Use this language when space is limited or there is an added cost, e.g. newspaper ads, flyers, postcards.

The DOT&PF operates Federal Programs without regard to race, color, national origin, sex, age, or disability. Full Title VI Nondiscrimination Policy:  
[dot.alaska.gov/tvi\\_statement.shtml](http://dot.alaska.gov/tvi_statement.shtml). To file a complaint go to:  
[dot.alaska.gov/cv/rts/titlevi.shtml](http://dot.alaska.gov/cv/rts/titlevi.shtml)

The DOT&PF complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this public meeting should contact

Contact person familiar with the project, phone number, and TDD number [711].

Requests should be made at least \_\_\_ days before the accommodation is needed.



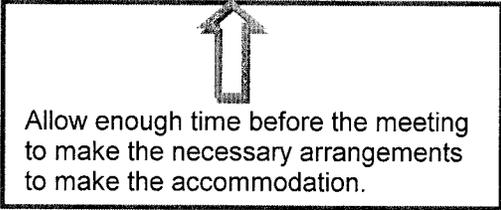
**B7.2** Use this language when space is not limited and there is no additional cost, e.g. online notices.

It is the policy of the Department of Transportation and Public Facilities (DOT&PF) that no person shall be excluded from participation in, or be denied benefits of any and all programs or activities we provide based on race, religion, gender, age, marital status, ability, or national origin, regardless of the funding source including Federal Transit Administration, Federal Aviation Administration, Federal Highway Administration and State of Alaska Funds.

The DOT&PF complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this public meeting should contact

Contact person familiar with the project, phone number, and TDD number [711].

Requests should be made at least \_\_\_ days before the accommodation is needed.



**B7.3** Use the following language when advertising for something other than a public meeting, e.g. project update or road closure.

The DOT&PF operates Federal Programs without regard to race, color, national origin, sex, age, or disability. Full Title VI Nondiscrimination Policy:  
[dot.alaska.gov/tvi\\_statement.shtml](http://dot.alaska.gov/tvi_statement.shtml). To file a complaint go to:

[dot.alaska.gov/cvlrts/titlevi.shtml](http://dot.alaska.gov/cvlrts/titlevi.shtml)

The DOT&PF complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications should contact

Contact person familiar with the project, phone number, and TDD number [711].