



SMALL PROCUREMENT DOCUMENTS

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

PART A - REQUEST FOR PROPOSALS

GENERAL INFORMATION

These documents consist of three parts (Part A - Request for Proposals; Part B - Proposal Form; Part C - Contract Award, Notice to Proceed & Invoice Summary), -- **plus the current edition dated February 1, 2007 of the Standard Provisions Booklet** (DOT&PF Standard Provisions for Small Procurements of Construction Related Professional Services) that is hereby incorporated by reference. The Booklet will not be distributed with any of the three

parts; however a copy may be obtained in person at the Contracting Agency's office or by telephoning the Agency to obtain instructions for receiving an electronic copy. The Booklet contains copies of the Small Procurements Procedure (Chapter 2 of the PSA Manual), Appendix A (General Conditions), Appendix C (Compensation), Exhibit C-1 (Methods of Payment), Appendix D (Indemnification and Insurance), and Appendix E (Certification for Licenses and Insurance).

Project Title: AMATS: Northern Lights Blvd. and Benson Blvd. Pedestrian Safety Study	Contracting Agency:	
Project Number(s): 53620 / CM-00S(790) RFP #: 02522032	Department of Transportation & Public Facilities Central Region, Design & Construction 4111 Aviation Ave. Anchorage, AK 99502	
Project Site (City, Village, etc.) Anchorage, AK		
Agency Contact: Kevin Jackson, P.E.	Phone: 269-0641	Fax: 243-4409
Estimated Amount of Proposed Contract:	☐ less than \$25,000	☐ \$25,000 to \$50,000 ☒ \$50,000 to \$100,000

REQUIRED SERVICES: ☒ are described in the enclosure consisting of 14 pages, dated 1/25/201
OR: ☐ are described as follows:

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

PERIOD OF PERFORMANCE: Begin: March, 2012 End: March, 2013

PROPOSAL FORMAT

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

is required, the page limit does not include the Price Estimate. Proposals that exceed the page limit may be disqualified. Proposals may be faxed or hand delivered to the Contracting Agency.

PRICE AND METHOD OF PAYMENT

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

☐ **A Price Estimate is required with your proposal.**

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

PRICE ESTIMATE FORMAT (if required per above)

1. * Direct Costs of Direct Labor (DCDL). Provide a table with the following columns (Names required only for key staff and persons "in-responsible-charge"):

Job Classification	Name	Total Hours	Rate (\$/hr) *	Estimated Cost (\$)	Total DCDL \$
 2. * Indirect Costs (IDC). IDC Rate: ____% Total IDC \$
 3. Subcontracts. List each, the amount for each and **attach an estimate in this format for each.** Total Subcontracts \$
 4. Expenses. (Equipment, transportation, food and lodging, reproduction, etc. - if not included in Indirect Costs.) Amounts shall be based on actual cost to the Offeror, without any profit or other markup. Provide a table with the following columns:

Item	Quantity	Cost (\$/Unit)	Estimated Cost (\$)	Total Expenses \$
 5. * Total Estimated Cost. Sum of DCDL + IDC + Subcontracts + Expenses. Total Cost \$
 6. * Proposed Fee. List a proposed **amount** (not a percentage) for profit. Fee \$
 7. Total Estimated Price. Sum of Total Estimated Cost plus Proposed Fee. Total Price \$
- * Sole proprietorships and small firms that do not maintain an accounting system that separately identifies costs for "payroll" benefits and overhead, for routine allocation of such costs to jobs, may omit items 2, 5, & 6 if the Rates (\$/hr) in Item 1 are proposed as Billing Rates (DCDL + IDC + FEE). **Firms that routinely allocate Indirect Costs to projects may not use Billing Rates for this estimate.**

SUBMITTAL DEADLINE AND LOCATION

DATE: **February 14, 2012**

PREVAILING TIME: **4:00 pm**

FAX #1: **269-0402**

OR FAX #2: **269-0425**

Hand deliver proposal directly to following location, and person, if named; or Fax to a number above:

State of Alaska
 Department of Transportation & Public Facilities
 RFP# 02522032, AMATS: Northern Lights Blvd. and Benson Blvd. Pedestrian Safety Study
 Attn: Sharon Frascati, PSA Unit Supervisor
 4111 Aviation Ave.
 Anchorage, AK 99502

Late proposals will not be considered. **Offerors** are responsible to assure timely delivery and receipt and **are encouraged to respond at least four business hours prior to the above deadline.** Any addendum issued less than 24 hours prior to a Deadline will extend that Deadline by a minimum of an additional 24 hours. The Contracting Agency shall not be responsible for any communication equipment failures or congestion and will not extend the deadline for any proposals not received in their entirety prior to the deadline. Except for hand delivered proposals, confirmation of receipt by telephone or other means four hours or less prior to deadline will **not** be provided. (An out-of-town/state Offeror may electronically transmit their proposal to a local personal representative who may reproduce a copy of it and deliver it "in person" to the submittal location prior to the deadline.)

BASIS OF SELECTION

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

- 1) Demonstrated comprehension of required services and proposed strategy for performance.
- 2) Relevant experience and credentials of proposed personnel including any subcontractors.

- 3) Reasonableness of proposed schedule for performance.
- 4) Price Estimate (**if** required with proposal).
- 5) Other (specify): None

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

END OF PART A



SMALL PROCUREMENT DOCUMENTS PART B - PROPOSAL FORM

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

Project Title: AMATS: Northern Lights Blvd. and Benson Blvd. Pedestrian Safety Study
RFP No.: 02522032

PROPOSAL REQUIREMENTS

Proposals shall demonstrate comprehension of the objectives and services for the proposed contract; include a brief overview of what will be done; and show a sequence and schedule for each important task. Assumptions made in formulation of the proposal and the support expected from the Contracting Agency shall be defined. The key individuals who will perform services shall be named (including all who would be "in responsible charge" (Ref: AS 08.48) for Architecture, Engineering and/or

Land Surveying with their Alaska registration number). Include a brief -- about one paragraph -- statement for each person named which describes **experience directly related** to the service(s) they will perform. Proposed subcontracts, if any, shall be explained. Resources -- support personnel, facilities, equipment, etc. -- current and projected workload could be summarized. Any **unique** qualifications or knowledge of the project, project area, or services to be provided, should be identified.

ALASKA STATUTORY PREFERENCES ☐ are ☒ **are not** applicable to this contract.

If applicable, check those preferences that you (Offeror) claim.

☐ Alaska Bidder (Offeror) **AND >>>** ☐ Employment Program **OR** ☐ Disabled Persons
2 AAC 12.260(d) **if applicable** AS 36.30.170(c) AS 36.30.170 (e & f)

Invalid claim(s) will result in the Offeror's disqualification for contract award.

PROPOSAL

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

will be placed if this contract is awarded and that 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 Offeror and Subcontractors. This proposal is valid for at least ninety days.

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

- [] Alaska Licenses and Registrations.
- [] Insurance, including Workers' Compensation, Comprehensive or Commercial General Liability, and Comprehensive Automobile Liability.
- [] Professional Liability Insurance as follows:
 - ☐ As available.
 - ☒ Minimum of \$300,000.

I further certify that I am a duly authorized representative of the Offeror; that this Proposal accurately represents capabilities of the Offeror and Subcontractors identified for providing the services indicated. I understand that these Certifications are material representations of fact upon which reliance

Signature **and Date**

Name :
Title :
Offeror (Firm) :
Street or PO Box..... :
City, State, Zip :
Telephone - Voice..... :
Telephone - Fax..... :

Federal Tax Identification No..... :

Type of Firm (Check one of the following):

- ☐ Individual ☐ Partnership
- ☐ Corporation in state of..... :
- ☐ Other (specify)..... :

END OF PART B

(DRAFT)
STATEMENT OF SERVICES
APPENDIX B

AMATS: Northern Lights Blvd. and Benson Blvd.
Pedestrian Safety Study

53620 / CM-000S(790)

ARTICLE B1
INDEX

<u>Article</u>		<u>Subject</u>
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B3		Codes, Regulations, Standards, etc.
B4		Administrative Requirements
B5		Project Location and Description
B6		Summary of Contract Services
B7		Management
B8	NIC	Environmental Activities
B9	NIC	Phase I Site Investigation & Phase II Site Characterization
B10	NIC	Surveying
B11	NIC	Geotechnical
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B13	NIC	Traffic and Safety Analysis
B14	NIC	Bridge Design
B15	NIC	(Reserved)
B16		Reconnaissance Engineering Study
B17		Public Involvement
B18	NIC	Right of Way Mapping
B19	NIC	Utilities
B20	NIC	Plans, Specifications and Estimates
B21	NIC	Completion Documentation
B22	NIC	Assistance During Bidding
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(NIC) is abbreviation for **(Not In Contract)**; the Contracting Agency reserves the right to negotiate and add to this Article by Amendment, however, is under no obligation to do so, and reserves the right to complete the services by any other means.

ARTICLE B2
EXHIBITS

<u>Exhibits</u>	<u>Subject</u>
B-1	Project Location Maps (NIC)
B-2	Highways Standards and Guidelines
B-3	Environmental Standards and Guidelines
B-4	Monthly Progress Report

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; and commonly recognized construction methods. 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 standards and guidelines are listed in Exhibit B-2. During the period of this agreement, the listed documents may be added to, deleted or revised.

B3.3 U.S. Customary 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 (NTPs). The Contractor shall not perform services or incur billable expense except as authorized by a NTP. There is no dollar limitation on individual NTPs.

The Contractor shall be responsible for all tasks and services authorized by a NTP signed by the Project Manager and shall perform such services in accordance with the project schedule.

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:

<u>Name</u>	<u>Project Responsibilities</u>
	Contract Manager
	Project Manager
	Design/Analysis Lead (Engineer)
	Public Involvement

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 the Registered Alaskan Engineer or Land Surveyor in responsible charge for the services. These Engineers or Land Surveyors shall be currently registered in the State of Alaska and they shall 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 shall be submitted no later than the 15th of the month. The report shall follow the guidelines outlined in the Sample Monthly Progress Report, Exhibit B-4. Any delayed costs from previous billing periods that are included in the current billing must be clearly explained in the report. The report shall specifically describe the services and other items for which the billing is submitted for and shall estimate the percent of services complete.

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

4.6 Documents and Reports shall be printed with solid black letters 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. Draft versions shall be double spaced lines of text. Final versions shall be single-spaced. Original documents and reports shall be printed on one side of the paper only and shall be ready for copying. Documents and reports shall have no black and white photographs, color photographs, or multicolored graphics except as specifically approved by the Contracting Agency. 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 on CD ROM in a file format recognizable by Microsoft Word'97. The Contractor shall use "active voice" verb forms when writing documents and reports where feasible. The Contractor shall prepare all engineering estimates using the Department's Bid Tab Program.

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. State and Federal Project Number(s):
XX-XXXXXX/xxx
- f. Prepared for: Alaska Department of Transportation and Public Facilities.
- g. Prepared by:
- h. Map and/or picture of project area.

B4.7 Plans, Maps, and Plats shall be submitted with solid black ink on 22 inch x 34 inch original vellum or mylar. Unless otherwise stated, the format and standards for all drawings will be according to the most current DOT/PF Central Regions English (as a guide) Highway Design Drafting Manual (currently dated August 18, 1998). **Final drawings** shall be on 4 mil double mat mylar unless another medium is specifically called for in the Contract. All final drawings shall be plotted so that the front surface of the mylar is inkable and erasable. No Kroy lettering or "sticky back" applications shall be used.

B4.7.1 Right-of-Way Base Maps and the **Right-of-Way Maps** shall be submitted to the Contracting Agency in the scale and layout specified by the Contracting Agency. Final Right-of-Way Base Maps shall be submitted on vellum or mylar. Final Right-of-Way maps shall be on mylar. **Parcel Plats** shall be submitted on paper with a scale that presents the information legibly and clearly in the Contracting Agency's standard 22 inch x 34 inch format. A title block and border drawing file will be supplied by the Contracting Agency for the Parcel Plats.

B4.7.2 Drafting. All drawings shall be submitted in either Autocad, 2004 or newer format, or DXF format. All submissions shall include the Autocad drawing files, or DXF drawing files, on CD ROM. A standard layering scheme provided by the Contracting Agency shall be used. Failure to adhere to this scheme will be cause for rejection. The drafting procedures shall be as outlined in B4.7.

B4.8 Specifications and Estimates. Shall be submitted in accordance with B4.6.

B4.8.1 Copies of the Specifications, when requested, shall be printed on both sides of the paper and shall be bound with a comb binder. Copies of the estimates shall be single sided. For Reviews, copies of estimates shall be included as the first item behind the cover of the Specifications.

B4.9 Proofreading. The Contractor shall prepare report(s), which to the greatest degree possible, are free of mathematical, grammatical, spelling and typographical errors. The Contractor is responsible for professional proofreading of the report(s) to meet the intent of this requirement.

B4.10 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.

B4.10.1 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.

B4.10.2 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.

B4.10.3 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.

B4.11 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.

B4.12 Completion Documentation. The original of all documents prepared by the Contractor during project development shall be submitted with the Final PS&E assembly. These documents include all notes, sketches, maps, photographs, survey data, computations (cost computations shall be under separate cover), cross sections, and other materials created to develop, record, or justify services provided for the project. These documents shall identify all assumptions made. The Contractor shall keep a copy of all the development documents until construction is complete.

B4.12.1 Survey data shall be submitted in accordance with Article B10.

B4.12.2 Documents created to determine pay item quantities shall contain sufficient information to allow the quantity for each item to be checked by starting at the source document. These documents shall be referenced to the applicable pay item.

B4.12.3 Documents shall be submitted in loose leaf, three ring binders. The binders shall be labeled on the spine with the project name, "Completion Documents", and the binder number. The front of the binders shall also be labeled with this information as well as the State and Federal project numbers and a brief description of what documents are contained in the binder. The binders shall have dividers that sort the contents by pay item number, report, or other logical category. The binders shall be numbered and the first binder shall include a table of contents. Products prepared on a computer shall be submitted in accordance with Article B4.

B4.12.4 It is expected that this information will be generated in order to develop the completed plans, specifications and estimate.

B4.12.5 The Contractor shall develop the Estimate for this project using the Department of Transportation & Public Facilities Bidtab IV program. Access to the program and instructional documentation for the software will be provided to the Contractor.

ARTICLE B5

PROJECT LOCATION AND DESCRIPTION

B5.1 Under this agreement, the Contractor shall provide a Reconnaissance Engineering Study that evaluates the possible options for improving pedestrian and non-motorized traffic on Northern Lights and Benson Boulevards between Minnesota Drive and Arctic Boulevard.

The Contracting Agency in no way implies or warrants that any potential projects eligible for accomplishment under this agreement will be funded. If any of the projects are funded, the State reserves the right to accomplish any or all of the work by other means than with this agreement. By entering into this agreement with the Contracting Agency, the Contractor acknowledges that the Contracting Agency is not required to award any work under this contract and may accomplish work within the scope of work of the contract by other means.

ARTICLE B6

SUMMARY OF CONTRACT SERVICES

B6.1 General. The Contractor shall develop a Reconnaissance Engineering Study in accordance Article B16 and public involvement in accordance with Article B17.

B6.2 Cost Effective Design. The Contractor shall evaluate alternatives for each major design element to determine the most cost effective design which decreases pedestrian crash risk in the study area while maintaining road function for all users. Conclusions shall evaluate and prioritize the range of alternatives and the reasons why one is ranked higher than others for the Contracting Agency's consideration. The evaluation of each alternative shall consider minimum versus desirable design criteria, roadway function and performance, ease of construction, and the impact of each alternative on the following:

- a. Right-of-Way requirements
- b. Utilities
- c. Environmental concerns, including hazardous substances and wetlands
- d. The traveling public, both during and after construction

- e. Design Schedule
- f. Design, construction, and maintenance budgets
- g. Other issues as appropriate.

B6.3 There is no guarantee given that the Contractor will be required to provide all of the services detailed in this Statement of Services or that the Contractor will incur all of the costs estimated in Appendix C. Likewise, no guarantee is given that the Contractor will perform other services for the project beyond that defined in this contract.

ARTICLE B7 **MANAGEMENT**

Note: *This Article shall not be treated as a distinct task. Costs associated with the services described in this Article shall be apportioned among the tasks required to accomplish the requirements of Articles B8 through B23.*

B7.1 Performance Schedule. A schedule of services shall be part of each project assignment negotiated under this agreement. If the Contractor becomes aware of any reason why the project schedule may be delayed, such reason shall be identified in writing to the Project Manager within two working days of discovery.

B7.1.1 Schedule changes. Adherence to the Project Schedule is necessary to meet the Contracting Agency's long term goals and commitments. The Contractor agrees to expend all effort necessary to stay on schedule and meet the contract delivery dates.

B7.1.2 Meetings / Reports. The Contractor shall schedule and attend periodic briefing meetings (generally every other week) 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 will 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.

B7.2 Project Coordination. All coordination and correspondence for the project shall be handled through or with the concurrence of the Contracting Agency's Contract Manager.

B7.2.1 FHWA Communication. All communications with FHWA regarding this project shall be by the Contracting Agency.

B7.2.2 Contracting Agency Activities. 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.

B7.2.3 Agency and Public Coordination. The Contractor shall coordinate with appropriate federal (e.g., EPA, 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 not include negotiating mitigation of potential impacts. The Contractor shall not commit the Contracting Agency to any action to be accomplished by the proposed project. Any commitments to action or mitigation will be made by the Contracting Agency. Public Involvement is further addressed in Article B17

B7.2.4 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.

B7.2.5 Release of Information. The release of any project-related information must be approved by the Project Agency's Contract Manager.

B7.2.6 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 B8
ENVIRONMENTAL ACTIVITIES

(NIC)

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

ARTICLE B9
PHASE I SITE INVESTIGATION &
PHASE II SITE CHARACTERIZATION

(NIC)

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

ARTICLE B10
SURVEYING

(NIC)

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

ARTICLE B11
GEOTECHNICAL INVESTIGATIONS

(NIC)

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

ARTICLE B12
HYDROLOGIC AND HYDRAULIC DESIGN

(NIC)

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

ARTICLE B13
TRAFFIC AND SAFETY ANALYSIS

(NIC)

Nonmotorized user's crash history is already available and analyzed as per the HSIP Program's Pedestrian/Bicycle Study of 2005. It is summarized in the Anchorage Pedestrian Plan and Anchorage Bicycle Plan. This project will diagram a minimum of 10 years of crashes in more detail through the year 2009 and then consider appropriate countermeasures both at spot locations and along the entire corridor.

ARTICLE B14

BRIDGE DESIGN

(NIC)

ARTICLE B15 **(RESERVED)**

(NIC)

ARTICLE B16 **RECONNAISSANCE ENGINEERING STUDY**

B16.1 General. The corridor has narrow sidewalks and has a high number of pedestrians and non-motorized/vehicle accidents. The Contractor shall develop a Reconnaissance Engineering Study (Study) in accordance within this article when authorized by a Notice to Proceed.

The Study shall identify and review problems or deficiencies associated with access and circulation needs associated with pedestrians and non-motorized vehicles in the project corridor. The Study shall present and justify design features of the proposed including sufficient design to determine the most effective safety improvements. The Contractor shall participate in, and keep records of informal public "open house" meetings, agency scoping meetings, workshops, user group meetings, presentations at community council meetings, and presentations at local government meetings, as defined by the Public Involvement Plan (reference Article B17).

B16.2 Content. The Study shall include information required by Chapters 4 and 11 of the Highway Preconstruction Manual. It shall present the project purpose; alternatives for major design elements; proposed design; roadway operational characteristics; construction and maintenance costs, environmental considerations; design standards; cost estimate; and, public input. The presentation of each design element shall conclude by stating the selected alternative and the reasons why selected. Other topics or sections may be required and shall be added to the Study as appropriate.

B16.3 Estimates. The Estimate included in the Study shall only include Preliminary Engineering, ROW, Utilities and Construction Estimates. See 450 5.2 of the Alaska Preconstruction Manual.

B16.4 Reviews and Schedule. A draft of the Study shall be submitted. The Contracting Agency shall be allowed four weeks after the draft is submitted for the return of written comments. The Contractor shall address these comments to the satisfaction of the Contracting Agency prior to making the final submittal. The final Study, sealed and signed by the supervising registered Civil Engineer, shall be submitted to the Contracting Agency.

B16.5 Approval. The Contracting Agency will review the Study. The Contractor shall address Contracting Agency review comments and make corrections until the Agency approves the report. Upon securing approval, the Contractor shall make any final corrections and submit originals of the report to the Contract Manager for reproduction as necessary. The Contracting Agency's acceptance of the Study for reproduction completes this task.

B16.6 Deliverable Items.

<u>Type of Document</u>	<u>Para</u>	<u>Copies</u>	<u>Originals</u>
Reconnaissance Engineering Study			
Drafts	B16	0	1
Final	B16	0	1

ARTICLE B17 **PUBLIC INVOLVEMENT**

B17.1 General. The Contractor shall provide all services as described within this article when authorized by a Notice to Proceed. 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.

B17.2 Public Involvement Plan. The Contracting Agency and the Contractor shall jointly develop a Public Involvement Plan (PIP) setting out a formal strategy for communicating with the public and agencies about the project. The PIP may

consist of informal public "open house" meetings, agency scoping meetings, workshops, user group meetings, presentations at community council meetings, and presentations at local government meetings. The PIP may include tools for communication, such as; mailing lists, project phone lines, issues boards, and newsletters. The Contractor shall, as required, conduct technical presentations at all public and/or agency meetings, prepare and provide displays for such meetings, establish and maintain a project phone line and mailing list, create and maintain an issues board, and prepare and mail project newsletters.

B17.2.1 Design Public Hearing. NIC A Design Public Hearing shall be included in the Public Involvement Plan (PIP) and the Contractor shall prepare a Design Public Hearing Record consisting of:

- a. Verbatim transcripts of oral testimony,
- b. A certification of hearing, and
- c. Written comments received during the comment period.

B17.2.2 The Contractor shall compile the results of all public meetings, to include a summary of oral and written testimony, an analysis of comments received, and any recommendations, and present results in the Reconnaissance Engineering Study.

B17.3 Other Public Involvement. The Contractor shall provide a project website in the Department's format to provide information to the public and obtain comments regarding the project from the public. The Contractor shall also 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.

B17.4 Deliverable Items.

<u>Type of Document</u>	<u>Para</u>	<u>Copies</u>	<u>Originals</u>
Public Involvement Plan	B17.2	0	1
Design Public Hearing Record	B17.2.2	0	1
Correspondence	B17.3	0	1

ARTICLE B18 **RIGHT-OF-WAY MAPPING**

(NIC)

ARTICLE B19 **UTILITIES**

(NIC)

ARTICLE B20 **PLANS, SPECIFICATIONS, AND ESTIMATE**

(NIC)

ARTICLE B21 **COMPLETION DOCUMENTATION**

(NIC)

ARTICLE 22

ASSISTANCE DURING BIDDING

(NIC)

ARTICLE B23

ASSISTANCE DURING CONSTRUCTION

(NIC)

**EXHIBIT B-1
(NIC)**

EXHIBIT B-2 HIGHWAY STANDARDS AND GUIDELINES

AASHTO LRFD Bridge Design Specifications, with Current Revisions
 AASHTO A Policy on Geometric Design of Highways and Streets, current edition
 AASHTO Standard Specifications for Highway Bridge: current edition.
 AASHTO Roadside Design Guide, current edition
 AASHTO Manual on Subsurface Investigations, current edition.
 AASHTO Guide for the Development of Bicycle Facilities, current edition
 AASHTO Informational Guide for Roadway Lighting, current edition
 ASPLS Standards of Practice for Professional Land Surveyors, current edition
 DOT&PF Highway Preconstruction Manual, Current Edition
 (Chapter 490, Procedures for State-Funded Projects)
 DOT&PF Standard Specifications for Highway Construction, current edition
 DOT&PF Standard Modifications (Supplementary Specifications to the Standard
 Specifications for
 Highway Construction, Current Edition)
 DOT&PF Standard Special Provisions (Statewide and Regional) to the Standard
 Specifications for Highway Construction, Current Edition
 DOT&PF Standard Drawings, Current Edition
 DOT&PF Alaska Test Methods, Current Edition
 DOT&PF Alaska Environmental Procedures Manual, current edition (Chapter 9,
 Environmental Review Procedures for State-Funded Projects)
 DOT&PF Alaska Highway Drainage Manual, 1st Edition, current edition
 DOT&PF Guide for Flexible Pavement, Design, and Evaluation, current edition
 DOT&PF Geotechnical Procedure Manual, current edition
 DOT&PF Alaska Traffic Manual, current edition
 DOT&PF Construction Surveying Requirements, current edition
 DOT&PF Right-of-Way Manual, current edition
 DOT&PF Central Region Drafting Manual, current edition.
 DOT&PF Alaska Sign Design Specifications, current edition
 DOT&PF Department Policy 05.05.020, Traffic Control Zone Speed, current edition
 FHWA Roadway Lighting Handbook, current edition
 FHWA Railroad - Highway Grade Crossing Handbook, current edition
 FHWA Hazardous Waste: Impacts on Highway Project Development, current edition
 FHWA Project Development and Environmental Documentation, current edition
 FHWA Accessible Rights-of-Way: A Design Manual, current edition
 ITE Traffic Engineering Handbook, current edition
 USATBCB Americans with Disabilities Act Accessibility Guidelines, current edition, by
 U.S. Architectural &
 Transportation Barriers Compliance Board.
 TRB Highway Capacity Manual Special Report 209, current edition

EXHIBIT B-3

ENVIRONMENTAL STANDARDS and GUIDELINES

GENERAL

- * FHWA Technical Advisory T6640.8A "Guidance Material for the Preparation of Environmental Documents" October 30, 1987
- * Executive Order 11990 - Protection of Wetlands
- * Executive Order 11988 - Floodplain Management
- * Section 4(f) of the U.S. Dept. of Transportation Act
- * Code of Federal Regulations, Title 23, Part 771 - Environmental Impact and Related Procedures (*There is a new NPRM out on revisions*)

NOISE

- * FHWA Highway Traffic Noise Prediction Model (Report No. FHWA-RD-77-108, December 1978)
- * FHWA Noise Abatement Criteria, Code of Federal Regulations, Title 23, Part 772
- * Noise Barrier cost Reduction Procedure Stamina 2.0/Optima: User Manual: (FHWA DP-58-1)

HISTORY & ARCHEOLOGY

- * Code of Federal Regulations, Title 36, Part 800.4
- * The Secretary of the Interior's Standards and Guidelines (1983:44722)
- * Treatment of Archaeological Properties, A Handbook, 1980
- * The U.S. Dept. of the Interior, National Park Service Bulletin No. 39 - Researching a Historic Property
- * Bulletin No. 22 - Guidelines for Evaluating and Nominating Properties That Have Achieved Significance Within the Last Fifty Years
- * Bulletin No. 15 - How to Apply the National Register Criteria for Evaluation
- * The Alaska Comprehensive Plan

AIR QUALITY

- * Code of Federal Regulations, Title 40, Parts 51 and 93

HAZARDOUS WASTE

- * ASTM 1527-93, Standard Practice for Environmental Assessments: Phase I Environmental Site Assessment Process

FEDERAL AND STATE GUIDELINES FOR AN EIS

- * GSA Code of Federal Regulations, Title 40, Protection of Environment, Parts 1500-1508, latest edition.
- * GSA Code of Federal Regulations, Title 23, Highways, latest edition.
- * FHWA Technical Advisory T6640.8A; Guidance Material for the Preparation of Environmental Documents, October 30, 1987.
- * FHWA-DP-45-IR, Sound Procedures for Measuring Highway Noise: Final Report.
- * FHWA Highway Traffic Noise Prediction Model. (FHWA-RD-77-108,) December, 1978.
- * FHWA Noise Barrier Cost Reduction Procedure, Stamina 2.0/Optima; User Manual: FHWA DP-58-1.
- * ADOT&PF Highway Preconstruction Manual - Chapter 4, 5, and 11, Section Edition.
- AASHTO A Policy on Geometric Design on Highways and Streets, 1984.

EXHIBIT B-4
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:

1. SUMMARY OF CONTRACTOR'S WORK EFFORT DURING THE REPORT PERIOD.
2. CUMULATIVE PROGRESS TO DATE.
3. PERCENTAGE COMPLETION BY TASK AS CONTAINED IN FINAL WORK PLAN

TASK % COMPLETED

4. FINDINGS/RESULTS TO DATE
5. EXPENDITURES FOR REPORT PERIOD AND CUMULATIVE TO DATE
6. PLANS FOR SUCCEEDING PROJECT PERIOD
7. ANTICIPATED DELAYS/PROBLEMS
8. DIFFICULTIES ENCOUNTERED DURING THE REPORT PERIOD