REQUEST FOR PROPOSALS PACKAGE

(Procurement per Article 3 of AS 36.30)

PART **A**

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Proposed Statement of Services

Other: None

ISSUING OFFICE

Agency Contact & Phone No.....: Tim Croghan, P.E. / 907-269-0445
Contracting Division.....: Department of Transportation and Public Facilities, Division of Design and Construction, Central Region

PROJECT

RFP NUMBER.....: 02502003
Project Numbers-State/Federal.....: 56774 / AIP 3-02-0472-001-2009
Project Site (City, Village, etc.).....: Takotna, Alaska
Project Title & Contract Description .....: Construction Administration of Takotna Airport Relocation

The Contractor shall provide Construction Administration services, including but not limited to engineering, inspection, materials testing, documentation, office work, surveying, soils exploration, design, and drafting on the Takotna Airport Relocation Project to insure that the Construction Contractor's work is accomplished in substantial conformance with the contract documents and FAA requirements.

SCHEDULE & PAYMENT

Anticipated period for performance-Begin/End: August 2009 - December 2011

Estimated amount of proposed contract:

☐ less than $100,000	☐ $100,000 to $150,000	☐ $150,000 to $250,000
☐ $250,000 to $500,000	☐ $500,000 to $1,000,000	☒ $1,000,000 or greater

Proposed Method(s) of Payment:

☐ Fixed Price Plus Expenses (FPPE)	☐ Firm Fixed Price (FFP)	☒ Cost Plus Fixed Fee (CPFF)
	☐ 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: **August 4, 2009** PREVAILING TIME: **4:00 PM**

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

Emily K. Nelson, PSA Unit Supervisor
Department of Transportation & Public Facilities, Contracts Section
4111 Aviation Avenue, Anchorage, AK 99502

IMPORTANT NOTICE: If you downloaded this solicitation from the State's Website, you must register with the Central Region Plans room to be placed on the planholders list and to receive subsequent addenda. Failure to register may adversely affect your proposal. It is the Offeror's responsibility to insure that he has received all addenda affecting this RFP. To be registered, call 907-269-0408 or fax 907-269-0402 and provide the project name & number, company name & contact person, address, phone number & fax number.

PART

A

SELECTION PROCEDURE

1. Competitive Sealed Proposals will be evaluated by a committee (2 AAC 12, Article 4). Evaluation of responses to criteria set forth in Part C results in a numerical score for each proposal. Each criterion in Part C has an assigned weight for this RFP which demonstrates its relative importance. The total of all weights is 100 (100%). Each one- percent weight equates to a range of 0-5 points per Evaluator. The maximum points (score) obtainable for any proposal is equal to the product of 500 multiplied by the number of Evaluators.

2. Scoring of proposals will be accomplished as follows:

2.1 Each Evaluator will individually read and rate each Offeror's response to each criterion described in Part C - Section I - Technical Proposal. Ratings will be based solely on contents of proposal and per 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 scoring Part C - Section I - Technical Proposal, criteria scores for Part C - Section II - Preferences, and Section III - Price (if applicable), will be determined as stated within such criteria descriptions.

2.3 After completion of individual ratings, 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.

2.4 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 BAFO's, 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.

PART

A

NOTICES

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 WEB site. To view or download the booklet, follow these steps:

A. log on to the web page at www.dot.state.ak.us

B. select Procurement

C. select Professional Services, Construction Related

D. select Small Procurement Standard Provisions Booklet

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 licensing included in the certification statement on Page 2 of Part D in this RFP package. Non-compliance shall result in rejection of proposal.**

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 or Land Surveyors (A/E or LS) 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. Also, 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 or LS, then all Offerors including any A/E or LS 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 funding from the Federal Aviation Administration (FAA) per 49 CFR 18.36(t) and AC 150/5100-14D, para 2-8(j). Exception: Price must be an Evaluation Factor for Real Estate Appraisal services (AS 36.30.250(d) and FAA AC 150/5100/14D, para 2-4(c)).

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 which may exceed $100,000. 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 U.S.C. 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 and is a prerequisite to Proposal. Offerors should be aware of this requirement and are advised that proof of application for an Alaska Business License will satisfy this requirement. Information regarding applying for an Alaska Business License can be found on-line at http://'www.dced.state.ak.us/off/home.htm or by calling 1-907-465-2550. Section 12 AAC 12.020(g) of the Alaska Administrative Code further specifies that the business license must be in the name of the company under which the proposal is submitted. This is a requirement regardless of funding source. If an Offeror fails to comply with this requirement, their proposal will be rejected as non-responsive.

15.2 Based on guidance from the US Department of Transportation's General Counsel, effective January 10, 2006, the Alaska Department of Transportation and Public Facilities implemented a Race Neutral Disadvantaged Business Enterprise (DBE) program by setting 0% project goals on all highway, mass transit and airport projects. Contractors are encouraged to continue using DBE participation on highway, mass transit and airport projects as appropriate. Any questions about this notice may be directed to the Civil Rights Office, 907-269-0850.

15.3 Up to two additional improvement projects in the general vicinity that become known may be negotiated and added by amendment, prior to December 31, 2011, at the Department's discretion. Up to $150,000.00 worth of other Project Closeout Packages within the Central Region of the Department may also be negotiated with the top ranked offeror. If the top ranked offeror does not have the capacity to provide the additional services, then the second ranked offeror will begin negotiations for the additional services.

15.4 The following documents are available for review. If interested contact Tim Croghan, P.E. at 907-269-0670

a. Preliminary Plans & Specifications.

PART

B

SUBMITTAL CHECKLIST

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

Prime Contractor shall have a current Alaska Business License on date of submittal, reference item 1, page 2, Part D.

[ ] 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 upon any omission, error or content of this solicitation may be disallowed at the discretion of the Contracting Agency if the protest is not received in writing at least ten Agency work days prior to the Submittal Deadline (2 AAC 12.565).

[ ] 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.

[ ] 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 standard forms 254 and 255, 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 #13 and/or #14.

[ ] 7. Complete all entries on Part D - Proposal Form. Note the statutory requirements for Alaska Licenses and be sure to sign and date the Certification. Copies of licenses 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: **Ten (10)**. Attached page limit does not include the 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.

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

PART

B

[ ] 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 or 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 or Price Proposals***) required is: **Five (5)**

[ ] 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).

PART

C

EVALUATION CRITERIA

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

SECTION I - TECHNICAL PROPOSAL

1. Objectives and Services

1. Weight: 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. 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: 0

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 or Chemical, Civil (including Structural), Electrical, Mechanical, Mining or Petroleum Engineer, or Land Surveyor, 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 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: 30

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

1. Contract Management (contract compliance)
2. Project Management (single point-of-contact directly engaged in contract performance)
3. Project Engineering
4. Office Engineering
5. Chief/Grade Inspecting
6. Materials Technician Services

*All personnel acting in responsible charge for all Architectural, Engineering and Land Surveying functions require Alaska Registration and must be identified in your proposal. See the Proposed Statement of Services, Article B6.0, Paragraph B6.6.

Continued Next Page

PART

C

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: 10**

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 contracts statewide with regions, divisions, etc., of the Contracting Agency.

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

6. Business History — **6. Weight: 15**

Response must identify the period of time firms (Offeror and/or Subcontractors) have been in business **under current organization and name.** Discuss any prior work relationships among the firms. Discuss **prior contracts** that were similar to the work proposed by this RFP. Indicate which of the proposed firms and Project Staff were involved in such contracts. For each contract, list the contracting entity and a reference (contact person and a telephone number).

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.

PART

C

8. Cost and Quality Controls	8. Weight: 10

The Contracting Agency is concerned with balancing the cost of construction and inspections with that of the construction contract to achieve optimum cost effectiveness. Discuss your company's approach to this Project with respect to minimizing the construction engineering and inspection costs while fulfilling the documentation requirements, continuing to assure the quality of the construction, and the proper management of the construction contract. Discuss your firm's in-place plan for Quality Control.

9. N/A	9. Weight: 0

PART

C

SECTION II - PREFERENCES

10. Disadvantaged Business Enterprises **23 CFR 172.5(b)**
Weight shall be at least "10" for FHWA or FAA funded contracts.

10. Weight: 0

To be granted this preference, Offeror's response must: 1) identify certified Disadvantaged Business Enterprises (DBEs) which would participate in the proposed contract; 2) explain the work to be performed by the DBEs; 3) demonstrate the extent of total contract requirements of such participation (consider effort, compensation, staff, etc.); and, 4) ***list each DBEs' DOT&PF certification number under the designated column on page one of Part D.***

Certified DBE firms are listed in a DBE Directory which is available from the Alaska Department of Transportation and Public Facilities at its regional Design and Construction Offices in Juneau, Anchorage and Fairbanks or by mail from the Civil Rights Office, ADOT/PF, Box 196900, Anchorage, AK 99519 (telephone 907-269-0851) or at their internet address http://www.dot.state.ak.gov/cvlrts/index.shtml. DBE firms are issued a Certification Number which is listed in the Directory and which must be cited in proposals seeking DBE recognition.

Response will be scored: Rating x Number of Evaluators x Weight = Criterion Score. Rating will be as follows: "5" - All services by DBE; "3" - Considerable DBE participation; "1" - Minor DBE participation; "0" - No DBE participation.

11. Geographic Location **Reference AS 36.30.270(a)(1), 49 CFR 18.36(c)(2) & FAA AC 150/5100-14D, Para 2-7. Weight shall be "0" if any federal funding EXCEPT if services must be performed by licensed Architects, Engineers or Land Surveyors, then Weight shall be greater than "0", regardless of funding sources.**

11. Weight: 5

Established local offices and staff residing in proximity to the ***project*** site are preferable for the proposed contract due to convenience, improved communications and reduced travel costs. Your response to this criterion must clearly identify the response to the following three questions. Non-responsive answers will be awarded a rating of zero (0).

1. *At the time the proposal was submitted did the lead Proposing Firm have an established office within 50 miles of the State designated location in the RFP from which the State's representative will manage/ coordinate the contract work?*
   - *If "yes", score 1 point*
   - *If "no", score 0 points*

2. *During the performance of contract work, what percentage of the time will the Proposer's Project Manager be working from an office that is within 50 miles of the State designated location?*
   - *For more than 75% of the time, score 2 points*
   - *For 35% to 75% of the time, score 1 point*
   - *For less than 35% of the time, score 0 points*

3. *What percentage of the contract work will be performed within Alaska?*
   - *For more than 75% of the work, score 2 points*
   - *For 35% to 75% of the work, score 1 point*
   - *For less than 35% of the work, score 0 points*

12. Alaska Bidder (Offeror) Preference **49 CFR 18.36(c)(2) & 2 AAC 12.260(e)**
Weight shall be "0" if any federal funding, otherwise weight shall be at least "10".

12. Weight: 0

To be granted this preference:

1) ***Response must certify that Offeror meets the following requirements per AS 36.30.170(b):***

(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 32.05 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).

2) ***Offeror must designate the Alaska Bidder (Offeror) Preference on page one of Part D.***

Response 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 qualifies as an Alaska bidder using the criteria in 1), 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 that it qualifies as an Alaska bidder or who does not qualify as an Alaska bidder using the criteria in 1), above.

PART **C**

SECTION III - PRICE

If price is not an Evaluation Criterion, weights for both Criterion #13 and #14 shall be "0". If price is an Evaluation Criterion, the sum of weights for Criterion #13 and #14 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 allocability 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.

13. Labor Billing Rates (Required Format) | **13. 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)

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.***

(Lowest aggregate rate from all Offerors) x (MPP) = Offeror's Criterion Score*
(Offeror's aggregate rate)

**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 (maximum 20%) 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%

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.

Sign_____ Date_____

14. Total Price Proposal (Required Format) | **14. Weight: 0** | **PART C**

Provide proposed costs for all labor, subcontracts, equipment, expenses, etc., and a proposed amount for Fee. Submit a separate price proposal in the following format for the Offeror and for each Subcontract (first, second, third tier, etc.) that may exceed $25,000. Each price proposal must be signed and dated by the person who prepares it. Note that the PRICES of the next lower tier subcontracts must be listed as COSTS in Item #4 (Other Direct Costs) of the price proposal for the next higher tier contractor so that the price of all subcontracts "roll-up" into the Offeror's total price proposal.

1. Show project title, project number, and Offeror or Subcontractor Name.

2. **Direct Costs of Direct Labor (DCDL)**
Show the estimated costs for each job classification of employees proposed for the contract. List under the following headings. Names required only for key staff and/or persons in "responsible-charge" (ref.: AS 08.48). ***Hourly Rates must not include Indirect Costs or Fee.***

Job Classification	Name	Total Hours	Rate($/hr)	Proposed Costs ($)

Total DCDL: $ _____

3. **Indirect Costs (IDC)**
These costs include what are generally referred to as 1) Fringe Benefits and 2) Overhead (including direct and indirect costs of Indirect Labor). Show the Proposed IDC Rate as a percentage of Direct Costs of Direct Labor and the product (IDC Amount) of that Rate multiplied by the total DCDL.

IDC Rate: _____ % IDC Amount: $ _____

4. **Other Direct Costs (ODC)**
These costs include: subcontracts, equipment (company owned or rented), and reimbursable expenses (e.g.: transportation, food and lodging, reproduction, etc.) - 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.***

Item	Quantity	Cost ($/Unit)	Proposed Costs ($)

Total ODC: $ _____

5. **Total Proposed Cost**
Sum of DCDL + IDC + ODC

Total Cost: $ _____

6. **Proposed Fee**
List a proposed amount (Contract Fee is generally negotiated using a structured Fee analysis of proposed costs).

Proposed Fee: $ _____

7. **Total Proposed Price**
Sum of Total Proposed Cost plus Proposed FEE.

Total Price: $ _____

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 (maximum 20%) when the prices are from Offerors **designate preferences on page one of Part D.**

* *ALASKA BIDDER (OFFEROR) PREFERENCE [2 AAC 12.260(d)]* *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.

Sign_____Date_____

PART **D**

PROPOSAL FORM

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 ..... : 56774 / AIP 3-02-0472-001-2009
Project Title ..... : Construction Administration of Takotna Airport Relocation
RFP No. ..... : 02502003

OFFEROR (CONTRACTOR)

Contractor ..... :

Street ..... :
P.O. Box ..... :
City, State, Zip ..... :
Alaska Business License Number ..... : ***License is a prerequisite to Proposal.***
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 12, 13 & 14 in Part C):
[ ] Alaska Bidder (Offeror) **AND>>** [ ] Employment Program or [ ] Disabled Persons

PROPOSED SUBCONTRACTOR(S)

Service, Equipment, etc.	Subcontractor & Office Location	AK Business License No.	DOT&PF DBE Certification No.

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 of this Part D for 1) Alaska Licenses/Registrations, 2) Insurance, 3) Cost and Pricing Data, and 4) Federal-Aid Contracts exceeding $100,000 - 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 ..... : Date:
Title ..... : Telephone (voice):
(fax):
Email Address:

PART

D

CERTIFICATION FOR ALASKA BUSINESS LICENSES AND REGISTRATIONS

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 designated for opening (i.e., receipt) of proposals as required by AS 36.30.210(e) for Contractor; and not later than five days after a Notice of Intent to Award as required by AS 36.30.210(a) and AS 36.30.250(a) for 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. Certification on the bid or proposal that the bidder/offeror has a valid Alaska business license number and has written the license number in the space provided on the proposal.
   c. A canceled check that demonstrates payment for the Alaska business license fee.
   d. A copy of the Alaska business license application with a receipt stamp from the State's business license office.
   e. A sworn notarized affidavit that the bidder/offeror applied and paid for the Alaska business license.
   f. 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(14)) for Architecture, Engineering or Land Surveying (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 Corporate Practice** for incorporated Contractors and incorporated Subcontractors for Architecture, Engineering or Land Surveying (Form 08-2407 issued under AS 08.48.241). Corporations 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 corporate registration before 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 or Land Surveying (reference AS 08.48.241) which 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, or Land Surveying **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 or Land Surveying** may not be awarded to individuals, corporations or partnerships not in compliance, respectively, with the provisions of paragraph 2, 3, and 6, above (AS 39.90.100).

[For information about licensing, Offerors may contact the Alaska Department of Commerce and Economic Development, Division of Occupational Licensing at P.O. Box 110806, Juneau, AK 99811-0806, or at Telephone (907) 465-2550, or at Internet address: http://www.dced.state.ak.us/occ/buslic.htm.]

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.

PART

D

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.

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

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.

Former Employee's Certification of Eligibility
Under the Alaska Executive Branch Ethics Act
(AS 39.52.140, AS 39.52.180)

I am a former employee of the State of Alaska and left state service within the last two years. My last position with the state was [*job title*] with the [*name of state agency and administrative unit*]. I propose to work on [*describe state contract or other matter*] on behalf of [*name of current employer*]. This work will not involve any matter (a) that was under consideration by the state administrative unit that I served, and (b) in which I participated personally and substantially during my state service through the exercise of official action ("official action" means a recommendation, decision, approval, disapproval, vote, or other similar action or inaction). I am therefore eligible to participate in this [*contract or matter*] under the Alaska Executive Branch Ethics Act. I also understand that as a former public officer I may not disclose or use information acquired in the course of my official duties that could in any way result in a benefit to me or my family, if the information has not been disseminated to the public, or that is confidential by law, without appropriate authorization.

I certify under penalty of perjury that the foregoing is true.

Dated: _____, 20__, at _____, Alaska.

_____
[*name of former state employee*]

STATE OF ALASKA)
) ss.
_____ JUDICIAL DISTRICT)

On this _____ day of _____, 20__, [*name of former state employee*], whom I know to be the individual described in and who executed this certification, personally appeared before me and acknowledged that [s]he signed the certification as [her or his] free and voluntary act.

IN WITNESS WHEREOF, I have placed my signature and affixed my official seal.

_____
Notary Public in and for Alaska
My commission expires: _____

If no notary or other official (judge, magistrate, U.S. postmaster or municipal clerk) is available, omit the notary certificate and include the following statement in the text: A notary or other official empowered to administer oaths is unavailable.

PRE-AUDIT STATEMENT

(Confidential when completed)

Submit this form, completed and with required attachments, ***only*** if specifically requested, and ***only*** to the following address: DOT&PF, Attn: Office of Internal Review, PO Box 196900, Anchorage, AK 99519-6900 OR to fax number: (907) 269-0733. Confidentiality may not be ensured if delivered otherwise.

Evaluation of this statement may preclude the necessity for a comprehensive on-site audit of Contractor's records. Entries may be handwritten, if legible.

1. Identify your financial year including beginning and ending dates.....:

2. List your actual costs, by the following categories, for your most recently ended fiscal year. Cost Terminology is defined on the reverse.

   2a. Direct Labor..... $

   2b. Attach a Trial Balance with grouping of accounts used to arrive at the following Indirect Cost amounts:
   Fringe Benefits.....$
   General & Administrative Expenses .....$

   Sum..... $

   2c. Indirect Cost Rate (Sum of 2b / 2a) ..... Percent (%):

3. If your records have been audited within the last two years by a government agency, attach a copy of the Audit Report.

4. Attach copies of your most recent Internal and Audited (if performed by other than the Contracting Agency) Financial Statements.

5. Are your accounting methods for recording contract costs based on a job or project identified cost system?
   [ ] Yes [ ] No If your response is "No", attach an explanation of your project cost accounting system.

6. If you charge projects based on unit rates (e.g.: for computer time, laboratory tests, copies or equipment use, etc.) attach a list of such items and unit rates.

7. Do you offset revenue received from unit rate payments against the applicable Indirect Cost Accounts?
   [ ] Yes [ ] No

If you have questions concerning this document, please telephone our Auditors at (907) 269-0715.

CERTIFICATION

I certify that I am a duly authorized representative of the Contractor and that information and materials enclosed within this statement accurately represent financial records of the office listed below.

Signature: _____
Name: Date:
Title: Telephone:
Contractor: Fax:

Office Address for which this Submittal is made:

Street:
P.O. Box:
City, State, Zip:

Address where Accounting Records are maintained, if not at Office Address:
:
:
:

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

AKSAS Project No:	56774
Federal Project No:	AIP 3-02-0472-001-2009
Date Prepared:	7/9/09

CONTRACTOR shall include the provisions of this form in all subcontracts which 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 or split limits of $300,000 per person/$500,000 per occurrence. 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 bodily injury liability limits of $300,000 combined single limit per occurrence or split limits of $300,000 per person/$500,000 per occurrence. The policy shall cover all owned, hired and non-owned vehicles. In addition, it shall have a minimum of $50,000 per occurrence property damage liability limits.

D2.1.4 Professional Liability (E&O) Insurance: Covering all negligent errors or omissions, and negligent acts, which the CONTRACTOR, Subcontractor or anyone directly or indirectly employed by them, make in the performance of this Agreement which result in financial loss to the State of Alaska. Limits required are per the following schedule:

MINIMUM LIMITS OF E&O INSURANCE

Contract Amount	Combined Single Limit, Per Occurrence & Annual Aggregate
Under $25,000	As Available
$25,000 to $100,000	$300,000
$100,000 to $499,999	$500,000
$500,000 to $999,000	$1,000,000
$1,000,000 and over	Negotiable

D2.1.5 Professional Liability Insurance required for this Agreement is $ 1,000,000 Minimum

ARTICLE D3
MODIFICATION OF INSURANCE REQUIREMENTS

(Article D3 is completed only when some of the standard insurance coverages are not applicable.)

CONTRACTOR RELATED MODIFICATIONS

D3.1 ☐ **Workers Compensation Insurance** is not required because the CONTRACTOR is an Independent Contractor, Sole Proprietor or Self-Employed Person having no employees in any sense of AS 23.30.045.

D3.2 ☐ **Comprehensive or Commercial General Liability Insurance** is not required because the general public and clients do not have any business access to a place of business or home office maintained by the CONTRACTOR.

D3.3 ☐ **Comprehensive Automobile Liability Insurance** is not required because only public transportation, or a rented passenger vehicle with business use insurance, will be used to accomplish requirements of this Agreement.

PROJECT RELATED MODIFICATIONS FOR E&O COVERAGE

When services may apply to fire, life safety or structural aspects and/or wherever the services should safeguard life, limb, health or property, Professional Liability Insurance shall be required.

(E&O Coverage may be waived only if it was specifically not required within the solicitation for proposals.)

D3.4 ☐ **Professional Liability (E&O) Insurance** is not required because: 1) the CONTRACTING AGENCY's use of the services or Work products obtained from the CONTRACTOR will not result in significant exposure to any third party claims for loss or damage; and 2), the CONTRACTOR services will not apply to any construction, alteration, demolition, repair or direct use of any highway, airport, harbor, building or other structure.

D3.5 ☐ **Professional Liability (E&O) Insurance** is not required because this Agreement is for one of the following applicable (*checked*) services for which E&O coverage is not needed:

- ☐ Right-of-Way Fee Appraisals
- ☐ Photogrammetric Mapping Services
- ☐ Architectural/Engineering review of Construction Bid Documents wherein design responsibility clearly remains with the designer of record.

OTHER BASIS FOR MODIFICATIONS

(Requires written concurrence from Division of Risk Management)

D3.6 ☐ Attached Exhibit D-1 identifies and provides justification for insurance modifications.

Above *checked* modifications of the insurance requirements specified in Article D2 are hereby approved:

CONTRACTING OFFICER Signature: _____ Date: _____

Name:

Title:

Appendix B

PROPOSED

STATEMENT of SERVICES
for

Construction Administration
of
Takotna Airport Relocation

July 2009

INDEX

ARTICLE		TITLE
B 1	---	DEFINITIONS
B 2	---	PROJECT DESCRIPTION
B 3	---	SPECIAL REQUIREMENTS
B 4	---	GENERAL ENGINEERING and INSPECTION DUTIES
B 5	---	AUTHORITY and RESPONSIBILITY of the CONSULTANT
B 6	---	DUTIES and RESPONSIBILITIES of PERSONNEL
B 7	---	MATERIALS TESTING
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B 9	---	SCHEDULING
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B 17	---	INFORMATION FURNISHED by the DEPARTMENT

EXHIBIT B-1, MATERIALS TESTING RATE SCHEDULE

ARTICLE B 1.0
DEFINITIONS

B 1.1 The Department - The Alaska Department of Transportation and Public Facilities, also the Contracting Agency.

B 1.2 Construction Contract - The agreement between the Department and the Construction Contractor for the proposed project, that will include the plans, specifications and special provisions.

B 1.3 Construction Contractor - The organization or company under contract with the Department for construction of the project(s) and responsible for providing all labor, materials and equipment needed to construct the project(s) in accordance with the construction contract documents.

B 1.4 Construction Engineer - The Department's Regional Construction Engineer in charge of the Department's construction section. This person has the delegated authority to make decisions and resolve disputes regarding the Consultant and Construction Contractor(s) that cannot be resolved by the Department Project Manager or Construction Group Chief.

B 1.5 Construction Group Chief - The Department's Group Chief supervising the Department's Project Manager for the project being constructed. This person has the delegated authority to make decisions and resolve disputes regarding the Consultant and Construction Contractor(s) that cannot be resolved by the Department Project Manager.

B 1.6 Consultant - The individual, firm, or organization providing the construction administration, engineering, inspection, and materials testing services specified in this Professional Services Agreement.

B 1.7 Contract Manager - The Department's authorized representative responsible for management of this Agreement. The Contract Manager will be the Department Project Manager.

B 1.8 Contracting Officer - The person authorized by the Commissioner to enter into and administer this Agreement, and the Construction Contract, on behalf of the Department.

B 1.9 Design Project Manager – The Department's engineer in charge of the design and preparation of the plans and specifications for the project.

B 1.10 Engineer-in-Charge (EIC) – A Department authorized part time field representative with the skills and experience to provide day-to-day procedural and technical assistance to the Consultant's staff, and who will provide field inspection of the construction project and the Consultant's field operations on

behalf and when requested by the Department Project Manager. The EIC will also review and participate in the approval process of Consultant invoices.

B 1.11 Engineer-of-Record - The professional engineer who has placed his/her official stamp on the design plans and specifications for the project(s).

B 1.12 Partnering - A team building process involving the Department, the Consultant, the Construction Contractor and their subcontractors, and other stakeholders in the project(s). The model for Partnering is that contained in Associated General Contractor's book *Partnering - A Concept for Success*, and the program as practiced by the Corps of Engineers.

B 1.13 Project – The specific section of the airport or road together with all appurtenances and construction to be performed thereon under this agreement, as per the Construction Contract between the Department and the Construction Contractor and defined in the contract documents containing the plans, specifications and special provisions. Each project is further detailed in Article 2.0.

B 1.14 Project Engineer - The Consultant's engineer who will be the Department's on-site representative responsible for the day-to-day administration of the construction contract. Same as Engineer as defined within the Construction Contract documents and the specifications, the Engineer is responsible for the administration of the Construction Contract. The Project Engineer shall report directly to the Department's Project Manager, and be physically located at the site of the work. The Project Engineer shall also be in charge of the project office and responsible for all work performed by the Consultant's employees under her/his direction. This position is typically held by an Engineering Assistant III (EA III) or a registered Engineering Associate (EA).

B 1.15 Project Manager

B 1.15.1 For the Department, the Project Manager, along with the Project Engineer, is the Construction Engineer's authorized representative responsible for management of the construction contract, and the day-to-day administration of this Agreement. The Department Project Manager supervises the Project Engineer.

B 1.15.2 For the Consultant, the Project Manager is the authorized representative in the Consultant's main office who will manage, supervise and coordinate the needs of the project(s).

B 1.15.3 For the Construction Contractor, the Project Manager is the authorized representative of the Contractor responsible for management and coordination of the project(s) through his field Superintendent.

B 1.16 Quality Assurance Engineer - The Department's engineer responsible for assuring that all the project records are prepared and maintained, and all testing is performed in accordance with agency standards and those of federal funding partners such as the Federal Aviation Administration (FAA) and the Federal Highway Administration (FHWA).

B 1.17 Regional Materials Engineer - The engineer in charge of the Department's Regional Materials Laboratory.

B 1.18 Stakeholder – a Department section, Municipality, Utility or other entity that has an interest in the project and monitors efforts during the construction and / or has an interest in the outcome of the project. Examples would be the Department's maintenance section, environmental section and traffic control section, or Municipal or City signal operators and utility operations, and utility companies.

B 1.19 Sub-consultant – an individual or legal entity as a firm or organization independent and separate from the Consultant to whom or to which the Consultant has sublet part of the Consultant's staffing and/or responsibilities as specified in the Professional Services Agreement, where there is a separate an independent agreement for performing those services with the Consultant.

B 1.20 Superintendent – or Field Superintendent, the Construction Contractor's on-site representative, the individual in charge of the Construction Contractor's activities, and single point of contact for the Project Engineer.

Also see the Definitions included in the Specifications and the Special Provisions of the construction contract.

ARTICLE B 2.0
PROJECT DESCRIPTION

B 2.1 Known Project Numbers: **AIP 3-02-0472-001-2009 / 56774**

B 2.2 Known Project Names: **Takotna Airport Relocation**

B 2.3 Known Additional Projects: **Other Project Closeout Package Submittals**

There are no other known additional projects at this time.

B 2.4 Description of Known Projects:

B 2.4.1 **Takotna Airport Relocation**. This federally funded project will construct a new rural airport to include runway, taxiway, safety areas, apron, snow removal equipment building, access road and all required lighting, markings, and drainage improvements. At the completion of the new facility, the existing airport will be decommissioned. Anticipated contractor payments will be in the range of $10,000,000 to $20,000,000. The contract completion date is November 1, 2011.

B 2.4.2 **Other Project Closeout Package Submittal.** The Department has various other aviation and road improvement projects throughout the Central Region of DOT in various stages of closeout preparation. Exact projects have not been identified at this time. This work effort would include preparing the closeout package for submittal, and responding to comments generated by the review by the Quality Assurance section of the Department.

B 2.5 **Additional Construction Administration Services on Known and Unknown Projects**. The intent is to negotiate and award a professional services contract for construction administration services on the Takotna Airport Relocation project. The Department is under no obligation to award services beyond this project.

Up to two additional projects within the general vicinity may be negotiated and added by amendment prior to December 31, 2011. Should the Consultant's workload appear favorable, and all other closeout packages completed for which the Consultant is already obligated to complete, the Department may offer a scope of closeout work to the Consultant and negotiate for additional services up to $150,000.00 to provide closeout completion on other projects of any location within the Central Region of the Department. However, the Department is not obligated to award any additional services and reserves the right to accomplish the work by other means, including in-house staff. There

are no known projects that would be candidates for additional services under this contract at this time.

B 2.6 **Contract Completion Date.** The contract completion date for this agreement is December 31, 2011. It is anticipated that all final records will be completed and accepted before this date.

ARTICLE B 3.0
SPECIAL REQUIREMENTS

B 3.1 The Consultant's required principal staff, by name and title, is identified for the Takotna Project as:

_____ Project Manager (E II)

_____ Project Engineer for Takotna (EA III)

_____ Office Engineer for Takotna (EAII) or WG–55)

_____ (EA II or WG- 54)
Chief Grade Inspector for Takotna

_____ Materials Technician Takotna (WG–55)

Envisioned is one Consultant Project Manager to coordinate the needs of the projects; one dedicated Project Engineer, Grade Inspector and Office Engineer with part-time staff as required to perform the required services.

Consultant's principal staff shall be comparable in qualifications and salary to the State of Alaska *Job Class Specifications,* identified in parentheses. Where it is cost effective, fill more than one position with a single qualified individual. Once identified in the proposal, the above principle staff shall not be changed without the prior written consent of the Department Project Manager. This shall be accomplished by submitting a letter with resumes defining the reasons for the change and requesting approval for the change.

The Project Engineer shall be on the Project and dedicated full-time (up to 60 hours per week) when the Contractor is on site and working. All staff members must be available for overtime work or split shift work to match the Construction Contractor's schedule. The Project Engineer and the Office Engineer shall remain available until the Project has been finaled and accepted by the Department.

B 3.2 Additional Consultant field staff should be identified as soon as is possible, but need not be identified for this agreement. It is anticipated that additional field staff will be required as the Construction Contractor begins operating with more then one spread, starts multiple shifts, and multiple materials testing becomes necessary because of increased Construction Contractor productivity. The following typical field staff represents what may be required as the field season moves forward:

_____Materials Technician Assistants (WG-55 to WG-59)

_____Additional Inspectors (WG-55 to WG-59))

_____Ticket Takers (WG-59)

Resumes of proposed staff and approval by the Project Manager is required. It is expected that these field staff members shall be comparable to the Department's staff positions and wages. Any changes in staff will also have to be approved by the Department's Project Manager.

B 3.3 Any staff that will be sampling and/or testing materials on this Project shall be qualified by the *Western Alliance for Quality Transportation Construction* (WAQTC) in all tests required by the Contract documents and have 2 years of related experience. Consultant's central materials laboratory shall be an accredited *American Association of State Highway Transportation Officials* (AASHTO) facility. All equipment shall be provided by the Consultant, maintained and calibrated to meet AASHTO accreditation requirements.

B 3.4 Consultant's employees shall be willing to work overtime as necessary. Overtime, however, should be used judiciously. Overtime authorization requests will be submitted weekly to the Department's Project Manager. Overtime authorizations must be approved prior to the overtime being worked. The consultant shall be prepared to split shift to keep overtime to an average ten hour day for each staff member. Exceptions shall be discussed in advance with the Department's Project Manager.

Consultant's staffing must have the capability to match the Construction Contractor's schedule. Night shifts may be a possibility. Some inspectors may not be needed for the whole life of this Project. Flexibility of inspectors, and the ability to do more than one type of inspection is very desirable.

B 3.5 The Department wants to minimize the inevitable disruptions and/or delays to daily airport operations, airline community, airline support businesses as well as to traffic and the local businesses in the local community. To that end, the Consultant shall pay particular attention to construction sequences, *Traffic Control Plans*, schedules, daily traffic operations and public information. The

Consultant shall develop a proactive public involvement plan for the immediate area of the Project.

B 3.6 The office and laboratory facilities, and vehicles, may be provided by the Construction Contractor in accordance with the construction contract provisions. One truck and one ATV for Takotna is being provided with the Construction Contract.

B 3.7 Consultant will be allowed one move in and one move out for staff and equipment each season as necessary during the term of this Agreement.

B 3.8 The consultant staff on per diem will be allowed a roundtrip to Anchorage every 30 calendar days as approved by the Department Project Manager. Wages and travel time will not be compensated when off the project. Trips to Anchorage may not accumulate from one 30 day period to the next if not used.

ARTICLE B 4.0
GENERAL ENGINEERING and INSPECTION DUTIES

B 4.1 General: Provide to the satisfaction of the Department construction administration, engineering, inspection, and materials testing services. All items of work shall be subjected to management, engineering and inspection procedures in accordance with the current editions of:

- Construction Contract Plans, Specifications, and Special Provisions, included permits and agreements.
- All manuals, methods and procedures cited in the Contract.
- All laws and regulations that apply to the work and the workmen, including the State of Alaska Procurement Code (AS 36.30).
- The Department's construction manuals and instructional memoranda.
- All other standards as may be required by the construction contract and applicable regulatory agencies. Also see Article B 17.0.

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

Failure to perform proper inspection or obtain required documentation may result in non-participation determinations of Federal Highway Administration or Federal Aviation Administration funding. This may result in these moneys being withheld from any Consultant payments.

B 4.2 Forms: Utilize the Department's standard construction forms and *Progress Payments* program. Materials testing reports and summaries shall be prepared on the Department's forms. Correspondence shall be written on the Department's letterhead paper. All original documents shall be immediately forwarded to the Department's District office, with copies retained by field office.

B 4.3 Coordination and Meeting Attendance: Coordinate with Department staff and other agencies as required. The Consultant shall contact and brief the Department Project Manager on a regular basis by telephone on issues and progress on the job. Information can also be transmitted by FAX and E-mail. Attend the Preconstruction Conference. Attend the post award community informational meeting with the Department and the Construction Contractor. Actively participate in any Partnering and Post Mortem programs.

B 4.4 Submittals and Shop Drawings: Determine what submittals are required. Receive, track, and obtain the timely review of shop drawings and submittals by the appropriate entity. Work directly with the approving authority, as designated in the *Materials Certification List* (MCL).

Check shop drawings and actual construction for compliance with the plans. Take whatever action may be necessary to determine that all materials and equipment have been approved and certified prior to incorporation into the Project. The Consultant shall confirm that all the results of Manufacturer's tests required have been provided before any material or equipment is incorporated into the work and that the tests indicate compliance with the contract documents.

Shop drawings shall be approved by the Engineer of Record, or by others as designated by the Department's Project Manager. The Consultant shall work directly with the approving authority, and report any delays to the Department Project Manager.

B 4.5 Traffic Control: Review all the Construction Contractor's *Traffic Control Plans* (TCPs) and oversize/overweight permit requests for compliance with the construction contract, the Alaska Traffic Manual, agreements with adjacent property owners, and other requirements of the Department. Return deficient TCPs to the Contractor for correction. Upon completion of the review, forward TCPs to the Department's Traffic Control Engineer for approval, and any corrections as necessary. Monitor the implementation of the traffic control by the Contractor, and advise the Construction Contractor of deficiencies.

Facilitate the Construction Contractor's requests for oversize/overweight permits.

B 4.6 Earthwork: Provide an electronic engineering program that uses design templates and field cross-sections to calculate end-area quantities to a decimal accuracy defined in the *Construction Manual*. Computed results must be in accord with the Department's standard practice, acceptable to the Quality Assurance Engineer, and reproducible by any qualified person using the program. If questions arise as to the program's accuracy or ability to calculate quantities properly, make a full and authorized version available for review by all parties.

Compute the Project's earthwork quantities concurrent with the Construction Contractor's staking operations. Check actual yields during construction against design estimating factors and estimate any potential under/overruns. Where under/overruns are predicted, make recommendations for grade or other changes necessary to meet design parameters and maintain the Project budget. Submit for final review by the Quality Assurance Engineer within 30 calendar days of completion of the Construction Contractor's staking, or as otherwise agreed to by the Department's Project Manager.

This effort may involve recommendations for grade or other changes necessary to meet design parameters and to maintain the project's budget. Immediately report any discrepancies with earthwork quantities, recommended changes, or operations to the Department's Project Manager.

B 4.7 Guardrail, Drainage, Lighting and Approaches: The Consultant shall work closely with the Construction Contractor on the field layout of all guardrail, drainage, lighting and approaches to assure a proper fit to conditions encountered.

B 4.8 Survey Calculations: Obtain the design centerline alignment and grades, and associated curve data and slope tables from the *Conformed* set of the contract plans. Produce the listing of the calculated grades at centerline and shoulder hinges.

Audit the Construction Contractor's survey books and the slope staking for accuracy and obvious errors. If the books are incomplete, they shall be returned to the contractor with a transmittal memorandum explaining the deficiency. Once the survey data is acceptable, the earthwork quantities shall be computed by the average end-area method, in compliance with the Construction Contract documents. Quantities shall be calculated for interim pay quantities (*Progress Payments*) as required, and then the quantities for the final payment estimate.

B 4.9 Testing and Materials: Perform tests and inspections of materials and workmanship for compliance with the Construction Contract documents. Confirm that all the results of manufacturer's tests required under the Construction Contract specifications have been provided before any material or equipment is incorporated in the work, that the test results show compliance with the Construction Contract documents, and that the contractor has submitted all necessary certifications and "Buy American" provisions.

Coordinate in a timely fashion with others performing inspection and testing services. Examples of these services include off-site fabrication inspection and testing performed by others under contract with the Department. Material testing if covered further in Article B 7.0.

B 4.10 Pay Requests: Measure quantities of all construction pay items and force account work as required by the construction contract. Produce the periodic and final payment estimates and reports.

B 4.11 Administrative Programs: Monitor the Construction Contractor's compliance with Disadvantaged Business Enterprise (DBE), Equal Employment Opportunity (EEO), and training programs. Perform all interviews timely, review all program reports required by the construction contract and submitted by the Construction Contractor for compliance with construction contract goals, and transmit reports to appropriate agencies as necessary. Final approval of the Construction Contractor's affirmative action, DBE, EEO and training program rests with the Department.

B 4.12 Rights-of-Way, Easements and Property Owner Coordination: Review and see to the implementation of provisions and requirements from property owner acquisition agreements and use of construction easements. Facilitate construction easements as discovered in the field. Monitor construction activities specifically for proper staking activities by the Construction Contractor, and monitor and verify construction activities in the vicinity of property lines to be sure encroachments are not occurring. Respond to and resolve public complaints.

B 4.13 Utility Agreements and Field Coordination: Assist the Construction Contractor to coordinate others utility operations with the Construction Contractor's work operations. This will involve field locates as called for by the Construction Contractor, or relocation efforts by the utility companies as agreed to with the Department. Field discoveries may require more extensive utility locates or relocations. Some projects will include the installation of utility work as part of the Construction Contractor's work effort, and will need to be inspected and documented. The Department's Utility section provides field personnel to assist with this effort.

B 4.14 Public Information: Conduct an open house at the beginning of the project to keep the public informed, respond to public inquiries and requests. The Consultant shall lead the review and correct advertising copy for the traveling public with the Department's Navigator program, local newspapers and radio stations for public information of project schedules, traffic changes and delays. Respond to any public complaints about the project and resolve construction details such as drainage or approach work as these are brought to the Consultant's attention. Forward any inquires from public and elected officials to the Department Project Manager.

B 4.15 Department Maintenance and Operations: review the project and keep the Department's O&M foreman involved in the progress and elements of the work. Respond to their needs and suggestions for the improvements. Invite them to inspect the project, and conduct a final inspection with DOT Maintenance & Operations.

B 4.16 Permits, State Owned Material Sources and Coordination with Other Agencies: the Consultant shall coordinate with the other Agencies involved with the project, and monitor the Construction Contractors activities are following permits. Work with the federal and state permitting agencies and facilitate field reviews and respond to their requests and concerns. Keep the Department Project Manager apprised of visits and requests, and any upcoming meetings where the Department needs to be present. This includes the Department's Environmental section. Submit for additional permits as discovered during the project. Receive and review the gravel mining plan and monitor material extraction activities. Keep the Department Project Manager of all activities, and report final extracted quantities to the Department of Natural Resources.

B 4.17 Deficient work: Immediately notify the Construction Contractor in writing of work not in compliance with the construction contract. This is not limited to the physical work but also includes the traffic control, safety practices, DBE, EEO, training programs, materials certifications, "Buy American" provisions, and other administrative requirements. The Consultant shall immediately notify the Department Project Manager, prior to sending the letter to the Construction Contractor, detailing the particular requirement, work or material that fails to conform with the construction contract, plans or specifications.

B 4.18 Changes: Prepare Interim Work Authorizations (IWAs) and change orders when needed. All changes shall be documented in writing and shall include a complete description and detailed cost estimate of the change, the reason for the changes and whether prior approval was obtained from the Department.

B 4.19 Plan Modifications: Consult with the Department's Project Manager and the Design Engineer of Record during the project for clarification on intent and for approval of any modifications to the design and the work. Any modifications

and changes must also have the approval of the Department's Project Manager. The consultant may be required to participate or lead in design modifications or the design of added work as discovered in the field or otherwise as requested by the Department. This may require a response by the Consultant to perform soils investigation, surveying, design engineering and drafting, and provided complete plans for use by the Construction Contractor.

B 4.20 Claims: Analyze any Construction Contractor requests for additional payments or time. Immediately notify the Department's Project Manager in writing of any claim or intent to claim (verbal or written), or of changed or other conditions likely to generate a claim. Immediately investigate the claim or potential claim and advise the Department with recommendations. Assist in the resolution of claims as directed. Participate in the negotiations with the Construction Contractor.

B 4.21 Completion: Coordinate final inspections and respond to concerns for the "stakeholders"; the Department's Maintenance & Operations, Environmental Section, local municipality, etc. When construction work is complete, prepare a *Memo of Final Inspection* addressed to the Construction Engineer. This also includes working with the Construction Contractor for winter seasonal shutdown acceptance and forwarding the Memorandum to the Department recommending acceptance for winter shutdown.

B 4.22 Closeout: Prepare the *Final Closeout Package* and deliver it to the Quality Assurance unit within 90 days of the issuance of the Construction Engineer's *Letter of Project Completion*.

B 4.23 Consultant Certification: The Consultant shall certify in writing to the Chief Construction Engineer at the end of the project that the construction was performed by the Construction Contractor in conformance with the provisions of the Construction Contract documents and good engineering practice.

ARTICLE B 5.0
AUTHORITY and RESPONSIBILITY of the CONSULTANT

B 5.1 Report to and be directly responsible to the Department's Project Manager. That Project Manager is the Department's representative for the Construction Contract. The Department may also elect to assign a Department Engineer-in-Charge (EIC) responsible for providing day-to-day procedural and technical support to the Consultant as required, and conducting field inspections of the work and performance by the Consultant. The EIC reports directly to the Department Project Manager.

B 5.2 Begin work on the Project within five (5) working days after receipt of written *Notice-to-Proceed* from the Department Project Manager.

B 5.3 The Consultant does not have authority to commit the Department to any course of action involving additional money, credit, change in contract time, or similar changes to the Construction Contract except as noted herein. The Consultant does have the authority to issue directives to the Construction Contractor enforcing or interpreting a contract requirement or ordering commencement of an item of work. The Consultant also has the authority to make minor changes in quantities, and to the plans and/or specifications where necessary to meet the intent of the design. In those cases where the Consultant utilizes his delegated authority, every effort shall be made to inform the Department's Project Manager as expeditiously as conditions permit.

B 5.4 The Consultant has the authority and responsibility to accept work in the progress of the Construction Contract. However, final acceptance of the Project will be by the Department.

B 5.5 The Consultant has the authority and responsibility to require compliance with right-of-way and utility agreements, permits, and similar documents furnished by the Department that relate to the construction of the Project.

B 5.6 Any failure to perform proper inspection or obtain required documentation that results in non-participation determinations may result in money being withheld from Consultant payments.

B 5.7 The Consultant's Project Manager shall be responsible for tracking their involvement, staffing, time, costs and expenses. It is presumed that quality control of the Consultant's own work effort will be accomplished in accordance with the Consultant's usual and customary management practices. The Consultant's Project Manager shall be responsible for and involved with the resolution of staffing needs and personnel problems.

B 5.8 The Consultant shall manage their sub-consultants and be responsible for their performance in meeting the requirements of the Contract. The Consultant shall resolve all issues with performance and personnel, and take responsibility and solve all shortcomings.

ARTICLE 6.0
DUTIES and RESPONSIBILITIES of PERSONNEL

B 6.1 At all times employ sufficient knowledgeable, skilled and experienced personnel and adequate equipment for prosecuting the work to full completion in the manner and time required by this Agreement. All staff members shall be familiar with the construction contract and with Federal-aid documentation

procedures as outlined in the Department's *Construction Manual* and *Regional Supplement*, and any *Instructional Memoranda*. The welding inspector shall be certified in accordance with Section 6.1.3, Inspector Qualification Requirements, of American Welding Society (AWS) D-1.1. Electrical inspectors shall be familiar with all the appropriate electrical and safety codes. The paint and coatings inspector shall have a National Association of Corrosion Engineers (NACE) certification, Level II or above. All certifications shall be valid and current.

B 6.2 Increase or decrease staff as required by the Construction Contractor's operations and schedule, with approval of the Department's Project Manager. The Department Project Manager may request that an increase or decrease in staff be considered. Final staff increases or decreases will be at the direction of the Department's Project Manager if services are not being adequately provided, unauthorized overtime is being performed to keep up with the project, or if the project is overstaffed.

B 6.3 The Consultant shall be wholly responsible for their subcontracted work, and shall insure that they also meet the requirements of his Agreement. Communication, representation and resolution of all issues with Subcontractors will be through the Consultant.

B 6.4 The Consultant's staff time shall be commensurate with the Construction Contractor's current operations, as approved by the Department's Project Manager. The Project Engineer should anticipate being on-site and in charge of this Project for at least 60 hours per week. Any hours by any Consultant staff member exceeding 60 hours per week, including the Project Engineer, requires the approval of the Department's Project Manager. All other staff position's time shall be no longer than absolutely necessary to inspect the work, not necessarily concurrent inspection, but in no case will it be longer than the Construction Contractor's hours, or more than approved by the Project Manager. This is further discussed in Article B3.2. The Project Engineer shall be on-site every day that the Construction Contractor is working, and be available at all other times via cellular telephone. The Consultant's Project Manager oversight of the Project will be less than 10 percent of the Project Engineer's time per billable period. Three round trip visits will be allowed each season to the project site for the Consultants Project Manager as approved by the Department's Project Manager.

B 6.5 All Consultant personnel shall meet the minimum requirements of the State of Alaska *Job Class Specification* for the equivalent state position and must be approved by the Department prior to assignment to the Project. For changes during the Project submit new résumés to the Department's Project Manager for review and acceptance.

B 6.6 Provide a Consultant Project Manager or Project Engineer who is a professional civil engineer currently registered in the state of Alaska who shall be in "responsible charge" of the Consultant's work under this Agreement as defined by 12 AAC 36. That person shall either be physically on-site or be sufficiently close to the proximity of the work that they can fulfill their responsibilities as being in "responsible charge". All work performed under this Agreement shall be under that engineer's control. Physical location outside of the state of Alaska does not qualify. A principal in the firm currently licensed to practice civil engineering in the State of Alaska will be responsible for providing the Consultant Certification at the end of the project. This is discussed further under Article B 10.1.

B 6.7 If the Department determines that any Consultant employees would benefit from attendance at one or more training classes, such members may be directed to attend. Only the direct labor costs, no indirect costs or profit, of those attending will be reimbursed by the Department.

B 6.8 Consultant's personnel shall have valid drivers' licenses appropriate for the vehicles being operated. These will be verified and kept current for the life of this contract.

B 6.9 Provide at least one on-site employee who is certified by the American Traffic Safety Services Association (ATSSA) as a *Work Site Traffic Supervisor*, or by the International Municipal Signal Association (IMSA) as a *Work Zone Traffic Safety Specialist*. That employee shall review all *Traffic Control Plan* submittals, and inspect the work of the Construction Contractor involving construction signing plans, and the maintenance and protection of the traveling public. A certified Consultant employee must always be on duty and close-by when work is underway that required traffic or airfield use restrictions.

B 6.10 For aviation work sites, special training will be required for flagging haul vehicles and equipment through local communities; and for aviation site flagging and cone setters. The Consultant will also be responsible for notifying and coordinating required flight checks at the end of construction.

B 6.11 For airfield work, the Consultant will be responsible for the Notice to Airmen (NOTAM), seeking approval and coordinating any restrictions or navigational aid temporary shutdown, NAVAID interruptions, with the Federal Aviation Administration (FAA), the local flight service station, local airport manager, and maintenance.

B 6.12 Comply with the requirements of the *Construction Code*, Section 05.040(a)(7), as published by the Alaska Department of Labor, with respect to first-aid training for Consultant's personnel. Provide at least one on-site employee, and at least one on-site employee for every twelve (12) employees on site, who is currently certified in first-aid and cardiopulmonary resuscitation (CPR).

B 6.13 The Consultant is responsible for the managing, supervising, scheduling and disciplining his staff. However, the Department expressly retains the right to order the removal of any person who does not perform in a polite, proper and skillful manner, or is intemperate or disorderly. The Department Project Manager will provide the Consultant with a written removal order. The Consultant shall remove the specific employee from the Project as soon as practicable, but in no case longer than 24 hours, after receipt of written notification. If the Consultant fails to remove such person as required above, or fails to furnish suitable and sufficient personnel for the proper prosecution of the work, the Department may suspend the Consultant's work by written notice until in compliance. All costs to the Department for delay as a result of suspended work, or provide substitute staff, may be deducted from any moneys due the Consultant.

B 6.14 All Consultant personnel working on airport / airfield projects must obtain security background checks and clearances where required.

B 6.15 The Consultant shall visit weigh scales, obtain a copy of the certification from the Construction Contractor, and monitor and inspect truck weigh scales and truck tickets, for compliance with the laws of the State of Alaska and this Construction Contract. Notification will be made to the Construction Contractor and the Department Project Manager of any discrepancies found or for tickets that do not conform to the informational requirements.

ARTICLE B 7.0
MATERIALS TESTING

B 7.1 The Department will perform the following tests for this Project:

Independent Assurance Tests
Quality Tests (materials sources)
Asphalt Cement Acceptance Tests
Foamed Asphalt Job Mix Design
Asphalt Job Mix Design
Soil Cement Base Course

Consultant is responsible for all other Informational and Acceptance materials testing in accordance with the *Project Minimum Testing Requirements*, except as noted otherwise herein.

B 7.2 Perform sampling and testing for Information and Acceptance of materials (see Subsection 11.4 of the Department's *Construction Manual* for a description of Quality, Information, Acceptance, and Independent Assurance sampling and testing). All tests shall be performed in accordance with the latest revision of

the appropriate methods adopted by the *Western Alliance for Quality Transportation Construction* (WAQTC) Field Operating Procedures (FOPs), the *American Association of State Highway and Transportation Officials* (AASHTO), the *American Society for Testing and Materials* (ASTM), or the *Alaska Test Manual* (ATM), as detailed in the Project specifications. Materials testing reports and summaries will be on the Department's forms.

B 7.3 The Consultant's central (main) materials laboratory shall be an accredited *American Association of State Highway Transportation Officials* facility (AASHTO R-18). Accreditation is required for all tests performed under the construction contract(s), as demonstrated by current listing on the *AAP Directory of Accredited Laboratories.* AASHTO R-18 accreditation of the Consultant's main laboratory will qualify the field labs unless reviewed by the Department's Regional Materials Rover and determined otherwise.

B 7.4 Any staff that will be sampling and/or testing materials shall be qualified by the Western Alliance for Quality Transportation Construction (WAQTC) and have previous field experience in the appropriate fields. When a nuclear gauge is being used, the operator shall be licensed in accord with the Nuclear Regulatory Commission requirements.

B 7.5 Notify the Department of any welding, coating or special electrical inspection requirements. It is normal procedure for the Department to obtain welding and coating inspection for a third party consultant source. The Department at times will also utilize a third party consultant electrical inspector for specialty work. Should the Consultant be capable of providing this service, or participating in hiring a third party inspector, the welding inspector shall be certified in accordance with Inspector Qualification Requirements of the American Welding Society (AWS) D-1.1 Structural Welding Code and AWS D-1.5 Bridge Welding Code, the electrical inspector shall be familiar with and be licensed to perform inspections in conformance with all the appropriate electrical and safety codes, and the paint and coating inspector shall have a National Association of Corrosion Engineers (NACE) certification, Level II or above. All certifications shall be valid and current.

B 7.6 Furnish all sampling and testing equipment that is in good repair, properly calibrated, and meeting the AASHTO, ASTM, or ATM requirements for the specified test procedure. Any laboratory and/or equipment to be used for materials testing must be inspected and approved by the Department's materials rover prior to utilization. Equipment not approved shall be repaired or replaced immediately. The materials rover may also witness tests being performed to verify that proper procedures are being followed. Cooperate in any such inspection of the equipment, facilities, or testing operations.

B 7.7 Cooperate with the Department in obtaining and splitting samples for Independent Assurance Tests, and/or splitting samples for test comparisons as

required by the construction contract. Cooperate with the Department's Quality Assurance, and Regional and/or Statewide Materials sections.

B 7.8 Minimum-testing frequency of materials shall be according to the *Project Minimum Testing Requirements* issued by the Department's Quality Assurance Engineer for the Project. Take informational tests only at the written request of the Project Engineer. Transmit copies of all test results to the Department on a weekly basis.

B 7.9 Obtain and review the Construction Contractor's *Quality Control Plan* for adequacy of materials production process control.

B 7.10 All materials sampling and testing must be obtained in a sufficient amount of time so as not to adversely impact the Construction Contractor's work progress. The results of the acceptance testing performed by the Consultant shall be made available to the contractor within seven (7) days from the date of sampling.

B 7.11 When Independent Assurance Tests differ from the corresponding acceptance test run by the Consultant the Department's Materials Rover will re-inspect the Consultant's field lab and review testing procedures with the Consultant's materials technician. Together, they will discuss the test procedures with the Department Regional Materials Laboratory Supervisor. If a reason for the difference is established, the Department's Regional Materials Engineer will issue a Statement of Determination. If a reason for the difference cannot be ascertained, then both the Consultant and the Regional Materials Laboratory will test a second split sample. The Consultant shall then take corrective action as directed by the Department Project Manager to assure that proper testing procedures are maintained.

B 7.12 The Department will provide inspection and testing services for materials and equipment fabricated outside of Alaska, unless otherwise agreed. If out-of-state inspection and testing is required, the Consultant shall notify the Department Project Manager in a timely fashion.

B 7.13 Most material testing will be performed in the field using consultant staff at a field laboratory provided by the Construction Contractor using testing equipment provided by the Consultant. The extent of field tests versus shipping for tests at the Consultant's Test Lab will be negotiated. When materials testing is provided at the Consultant's or Sub-consultant's Testing Lab, the materials testing fees shall be comparable to the Department's individual test rates. These testing rates are provided within Exhibit B-1. Tests not performed by the specified methods will not be reimbursed. Testing deficiencies will be the sole responsibility of the Consultant. Any cost for untimely testing or deficiency corrections, or claims of delay by the

Construction Contractor because of testing deficiencies, will be deducted from moneys due the Consultant.

B 7.14 The Consultant shall perform the required bonus / penalty calculations from tests results for the Quality Level Analysis as per Section 401 of the specifications, to establish pay factors for the asphalt price adjustment. The Consultant will also perform any required asphalt joint or ride bonus / penalty analysis.

ARTICLE B 8.0
MANAGEMENT REPORTING

B 8.1 Keep the Department Project Manager informed on a continuous basis of project status and of relevant changes. Report by phone or e-mail daily. Submit digital photographs by e-mail. The Consultant will be given emergency contact numbers.

B 8.1.1 Report general work progress, ongoing work activities, and activities planned for the immediate future, including actual or anticipated delays or extension of work elements, and deficiencies or changes in the work or schedule.

B 8.1.2 Report any activities that have a potential to generate changes, claims, or public controversy.

B 8.1.3 Update the project budget and probable amounts every pay period. Keep the Department Project Manager apprised daily of any cost and budget impacts to the project.

B 8.1.4 Note any recommendations for the Construction Contractor to review and update the Critical Path Method (CPM) Progress Work Schedule, or the two week schedule update.

B 8.1.5 Provide a plan for required materials inspection and testing activities on the project. Provide reasonable timely notice for any materials inspection and testing activities (QA) required of the Department.

B 8.1.6 Report any anticipated activities, such as meetings, inspections, visitors, or anything of special interest, requiring the Department Project Manager's presence, authorization, or input.

B 8.1.7 Provide every 30 days, 10 days prior to the start of paving operations, and as requested by the Department Project Manager a Consultant personnel plan, listing all personnel and regular and overtime hours, and total cost. The plan should also include billable equipment anticipated for use during that period. This plan must be reasonable and match the work

proposed by the Construction Contractor. Report any proposed changes in Consultant's billable staffing, and seek authorization for the proposed changes.

B 8.1.8 Submit an "Overtime Report" on the Department's standard form by e-mail to the Department's Project Manager each Monday morning.

B 8.1.9 Maintain and perform record keeping during the project while under construction such that finalizing the Construction Contract and submitting to Quality Assurance for review can be obtained within the requirements of this Contract and within the allotted Agreement schedule and budget.

B 8.2 Should the Department determine that the Consultant is not cost efficient in utilizing staff to maintain the required services on the project, either over or under staffed, especially during increased or decreased levels of work during certain periods by the Construction Contractor, the Department Project Manager may direct the Consultant to modify the working staff level. This does not relieve the Consultant of responsibility to perform the work in accordance with this Agreement.

ARTICLE B 9.0
SCHEDULING

B 9.1 Utilize all resources at your command to insure completion of the Construction Contract by the date set by those documents. See Article B 5 for additional information on the Consultant's authority. Care must be taken to assure that your actions are not construed by the Construction Contractor as an order to accelerate, alter operations, or otherwise engage in activities that would lead to changes in the Construction Contract or generate claims.

B 9.2 Monitor construction progress and identify variances between scheduled and probable completion dates, work not started or incomplete, and possible adjustments in schedules needed to meet completion dates.

B 9.3 Schedule and conduct progress meetings at which the Construction Contractor and the Consultant can discuss such matters as procedures, progress, problems, and scheduling.

B 9.4 Assess the adequacy of the Construction Contractor's personnel and equipment and the availability of materials and supplies to meet schedules. The Consultant shall recommend courses of action to the Department Project Manager when requirements are not being met.

B 9.5 Obtain, review and when appropriate, recommend for acceptance of the construction contract CPM *Progress Work Schedule*. Secure updated CPMs from the Construction Contractor per the Construction Contract, and request in

writing on a regular basis updated CPMs following the requirements of the Construction Contract when these cannot be secured. Require updates if the schedule falls behind while keeping current the *Progress Work Schedule* at all times.

B 9.6 Maintain an as-built *Progress Work Schedule* in the same format as that accepted from the Construction Contractor. This may be in the form of a red-lined copy of the Construction Contractor's accepted schedule.

ARTICLE B 10.0
PROJECT RECORDS

B 10.1 Photograph and video the project prior to any construction work starting, and at various phases of construction. Keep and provide other data which may be required for proper completion of records for the construction contract. Photographs of the Project shall be taken and labeled in a bound album as part of the permanent record of the work. They shall include before, during and post-construction perspectives, with particular attention to access, approaches and potential drainage problems. Detailed videos of this Project shall be taken before the start of construction, during construction, and after completion of the construction.

B 10.2 Prepare and maintain all required books, files, records, reports, and calculations, in accordance with procedures established by the Department. Such records are to include, but not be limited to: construction inspection, measurement and acceptance information, job site files of correspondence, reports of job conferences, photographs, videos, computer discs, test reports, shop drawings, purchase orders, materials deliveries, and other submissions, reproductions or original construction contract documents, including all addenda, change orders, supplemental drawings, and other project-related documents.

B 10.3 The original or a copy of all correspondence and documents will be forwarded to the District Office.

B 10.4 If there are major changes, amend the design drawings to reflect those changes. These drawings will then be attached to the change order to the Construction Contractor. As-built drawings of all changes to the Construction Contract plans, in accordance with the Department's Drafting Manual, shall be prepared as red-lines of the full-size blue-line drawings.

B 10.5 Prepare progress and final pay estimates for the Construction Contractor in accordance with established procedures. Progress pay estimates shall be coded in accordance with the Department's accounting procedures. Sign the

pay estimates as "Recommended for Payment" and submit to the Department's construction office engineer for processing.

B 10.6 Maintain a daily job diary/project journal and individual inspector's daily reports in accordance with the Department's construction manuals and instructional memoranda. They should include descriptions of work progress, specific problems encountered, corrective actions taken, construction equipment, material deliveries, weather conditions, material shortages, tests, labor disputes, general observations, and all other information pertinent to the execution of the construction contract. When required for pay items or as related to any requested or anticipated claim, maintain force account records of construction activities.

B 10.7 Make available all records to the Department's personnel at any time during the Project.

B 10.8 Office and laboratory reviews by the Department's Quality Assurance Engineer will be performed at the Project office, except for the final review, which will be conducted after completion of the Project and after receipt of all Project records by the Quality Assurance Engineer. Correct and/or respond to any review deficiencies noted in the recommendations of the Quality Assurance Engineer. Any corrections or responses shall be accomplished within seven (7) calendar days of receipt of the review comments.

B 10.9 Prepare *Directives*, *Change Orders*, and *Supplemental Agreements* for issuance by the Department. Such orders shall have backup documentation supporting the action and the costs involved. These shall be prepared in the Department's format and in accordance with their construction manuals, instructional memoranda, and contract specifications for supporting documentation. Independently substantiate the Construction Contractor's cost estimates.

B 10.10 Return to the Department all original calculations, survey notes, engineering or other data provided by the Department. Provide written certification therein of all as-built conditions, as-built calculations, maps, engineering data, records, final estimates and any other engineering data produced by the Consultant.

B 10.11 Documents prepared by the Consultant in performing the terms of this Agreement shall be delivered to and become the property of the Department prior to final closeout of this Project or as directed by the Department's Project Manager. The original documents shall at all times be the property of the Department. The Consultant will be given the opportunity to make such copies of these records as may be desired.

B 10.12 Construction Certification: provide the Department with a letter, signed by a principal in the firm currently licensed to practice civil engineering in the State

of Alaska, certifying that the Project was constructed in substantial conformance with the plans and specifications, and authorized change orders.

ARTICLE B 11.0
SAFETY

B 11.1 Monitor the Construction Contractor's operations that affect the safety of the workers, the public, and the Consultant's and Department's employees. This includes all industry standards for such items as confined space entry, trenching, lifting, elevated and suspended loads, work zone spacing and separation, lighting, traffic maintenance and vehicle separation, suspended inspection operations, and the management of Nuclear Moisture-Density Gauges.

B 11.2 If you observe or become aware of operations which are believed to be unsafe for workers, the public, structures, or other works, immediately notify the Construction Contractor. Also call to inform the Department Project Manager. If the Construction Contractor does not voluntarily take acceptable corrective action, discuss the situation with the Department Project Manager. The first option is to ask for assistance from the Department's Safety Officer, and / or to call for assistance from the State Department of Labor's OSHA Program. The Project Engineer has the authority and responsibility to suspend any operation believed to be unsafe until such time as appropriate safety measures can be employed. The authority to suspend the unsafe operation should be used with great care, and discussed with the Department Project Manager if possible prior to such an directive. The Department Project Manager shall be notified immediately of any shutdown directive. Only the unsafe operation shall be suspended, not all work on the Project.

B 11.3 Assist in the implementation of any safety orders issued by the Department of Labor or other enforcement agencies.

B 11.4 Attend the Construction Contractor's safety meeting at least once (1) each month, or more often if requested by the Construction Contractor or the Department Project Manager.

B 11.5 Hold weekly safety meetings with Consultant staff. Meetings shall be limited to one-half (½) hour unless otherwise approved by the Department Project Manager. Maintained minutes of the safety meetings in the Project files.

B 11.6 All persons reviewing *Traffic Control Plans* (TCPs) and inspecting the Construction Contractor's traffic control shall be certified in accord with Article B 6.7 prior to beginning work. All the Construction Contractor's flaggers must have a State-approved certification, either from the *American Traffic Safety Services Association* (ATSSA), or the *International Municipal Signal*

Association (IMSA). Special training is required for work on aviation / airport projects. Failure of the Construction Contractor's flagger(s) to follow proper flagging procedures shall be grounds for removal of that individual from the flagging operation. Consultant has the authority and responsibility to direct the Construction Contractor to replace any flagger(s) who fails to follow the approved TCP or established flagging protocol.

B 11.7 Furnish and maintain proper safety and first-aid equipment for all their employees. Follow all safety regulations and requirements.

B 11.8 Any Consultant's employee who fails to follow the safety rules established for the Project shall be replaced. Refusal to wear seat belts when operating any vehicle on this Project, failure to wear hard hats, orange safety vests, and other safety equipment, and similar violations are grounds for removal of an employee from the Project. Back-belts for materials technicians are highly recommended.

ARTICLE B 12.0
EQUIPMENT

B 12.1 Maintain a telephone, E-mail capability, a copy machine and a fax machine at the Project office and at your local Alaska office.

B 12.2 Provide and maintain equipment for communication between the field inspectors and the Project office.

B 12.3 Provide both video and digital cameras for inspectors' use in documenting construction activities.

B 12.4 The Construction Contractor will provide vehicles under the terms of the contract for the transport of inspectors between the Project office and the work site, for the transportation of samples and testing equipment, and for limited Project to home office travel. No payment will be made for travel between living accommodations and the Project office. Be sure that each vehicle has an operating yellow rotating beacon on top of the vehicle with an attached magnetic sheet showing their company name and telephone number on each side of the vehicles. The Consultant shall carry insurance for vehicles provided by the Construction Contractor.

B 12.5 Provide all materials and equipment necessary to perform the duties of this Agreement. This shall include, but not be limited to: office furniture, equipment and supplies; materials sampling and testing equipment; computer equipment and software as needed; and the required Nuclear Moisture-Density Gauges and their handling, storage and certification according to regulations. All equipment and supplies shall be of good quality and in working order and

shall be maintained in this condition at the Consultant's expense throughout the duration of the Project. The purchase / rental and use of equipment must be for the length of the contract. Equipment under $500 may be considered an expendable item. Reimbursement for equipment over $500 may be negotiated at a pro-rated expense of 2/3 the invoice for purchases, or paid as a documented / agreed to rental rate.

B 12.6 Routine expenses for operation of the home offices for such items as miscellaneous office supplies, stamps, postage, copying fees, phones and long distance service, etc., shall be as negotiated and become a part of Appendix C of the Agreement, as well as the routine expenses to operate the field project office. All of the field office routine expenses are reimbursable.

B 12.7 Only supplies that will be consumed during the life of this Contract will be authorized, and the Department Project Manager will review and approve all requests for purchases that are to be billed against this Contract. These items will become a part of the negotiation process, and will become a document for reference under Appendix C of the Agreement. If the Consultant should choose to rent what is necessary, then the rental receipts shall be submitted for payment. Commodity purchases must be pre-approved by the Department Project Manager.

ARTICLE B 13.0
PUBLIC INFORMATION

B 13.1 Work with the Construction Contractor to anticipate and minimize adverse impacts on the public. Treat the public with respect and courtesy at all times. Treatment of the public with disrespect or in an adverse manner shall be grounds for immediate removal of a Consultant's employee from the Project.

B 13.2 Make reasonable effort to resolve any complaints and/or inquiries from the public, property owners, or other governing agencies before contacting the Department. Forward unresolved complaints to the Department's Project Manager.

B 13.3 If the Construction Contract documents require public information dissemination by the Construction Contractor, coordinate this work between the Construction Contractor and the Department.

B 13.4 All contact with the media regarding the Project will be handled by the Department, without exception. The Consultant shall assist the Department in preparing press releases, attending public meetings, or disseminating information pre-approved by the Department's Project Manager.

B 13.5 If the project requires public information dissemination, it will be the responsibility of the Consultant to provide full coordination of this work between the Construction Contractor, the media, the Navigator Consultant, and the Department.

B 13.6 Treatment of the public with disrespect or in an adverse manner shall be grounds for immediate removal of a Consultant employee from the project.

ARTICLE B 14.0
RESPONSIBILITIES of the DEPARTMENT

B 14.1 The Department, through its Project Manager, is responsible for general management of the construction of the Project. The Department Project Manager is responsible for assuring that the Consultant performs in accordance with this Contract. The Department may elect to make available a full or part time Engineer-in–Charge (EIC).

B 14.2 The Department Project Manager has, or will obtain from higher authority, such change order authority as is required.

B 14.3 The Department will arrange for the services of the Engineer of Record, or designee, for shop drawing approval and for assistance required for design and intent issues during the project. The Consultant will be responsible for coordination with these groups, with assistance from the Department.

B 14.4 All communication between the Department and the Consultant shall be through the Department Project Manager. Communications between the Department and the Construction Contractor shall follow established procedures. The Superintendent communicates with the Consultant Project Engineer, and the Construction Contractor's Project Manager communicates with the Department Project Manager. The Consultant Project Engineer and the Department Project Manager will keep the other informed of communications with the Construction Contractor and various sections of the Department. The Department will facilitate the availability of personnel and various sections to execute the work. All communication with the FAA and FHWA will be conducted by the Department Project Manager.

B 14.5 Controversial matters between the Consultant and the Construction Contractor shall be resolved by the Consultant, and if they cannot wholly agree, will be referred to the Department Project Manager, who will determine the necessary course of action to resolve the matters.

B 14.6 When office and/or laboratory facilities for the use of the Department are provided for in the Construction Contract, the Department will provide these facilities for the Consultant.

B 14.7 The Department will arrange for the services of the Engineer-of-Record, or designee, for shop drawing approval, and for assistance required in added, clarified or change order designs.

ARTICLE B 15.0
BILLING

B 15.1 Submit billings monthly to the Department Project Manager for review and processing. All requests for payment must be received within 30 days of the monthly billing period. Processing may include obtaining additional information, corrections or clarifications from the Consultant. The review, corrections if required, and payment of invoices will be made with a minimum of delay.

B 15.2 Each billing will indicate the project name, project number, dates of services the invoice covers, and a recapitulation indicating the total cost to date and the amount of the current billing. Also submit a summary of the names of each Consultant and Sub-consultant employee charging time during the billing period, their title and hourly billable rate, and their total straight time and overtime hours and total cost. List overhead separately, per diem, reimbursable miscellaneous expenses and profit. Reimbursable miscellaneous expenses will be those customarily not included in standard overhead rates, agreed to prior during negotiations, and will be itemized in enough detail to identify the charges.

B 15.3 Per Diem will be in accordance with Appendix C and the Alaska Administrative Manual or less, and is to be negotiated. Specifically, a per diem allowance will not be authorized unless the project office is 50 miles or more from both the District offices and the employee's permanent residence. The first 30 days is called short term per diem and as an example for planning purposes, is provided at a rate of $60 for meals and $64 for lodging in the area nearby the proposed project. Lodging can also be paid at invoice, including multiple use of a facility. A combined rate for meals and lodging may be negotiated. After 30 days, per diem is called long term and rates will be negotiated.

B 15.4 The final billing must be received within 30 days of the final estimate assembly and completion of Consultant services as discussed further under Article B 16.0. The final billing will be audited by the Department's Internal Review section.

B 15.5 The Department and funding agencies reserve the right to perform an audit of all project and consultant records prior to, or after, payment on any invoice, and on the final invoice.

ARTICLE B 16.0
COMPLETION OF SERVICES

B 16.1 Final closeout will be performed by the Consultant. Completion of consultant services is with final acceptance of the closeout package and having the Materials Diploma for the project. This will include the Consultant Certification for the project and as-built drawings.

B 16.2 This effort will include delivery of the final closeout package and the materials package to the Department's Quality Assurance section within 90 days of the issuance of the Letter of Project Completion.

B 16.3 Following this submittal, the effort required to complete Consultant services includes: responding to the final review memo of the final closeout package; responding to the materials review memo and securing the Materials Diploma; correcting all discrepancies found with the review of the final closeout package leading to the final estimate assembly and the final acceptance letter. A Consultant Certification will be required. At this time, services will be completed and a final invoice expected within 30 days of the final acceptance letter.

ARTICLE B 17.0
INFORMATION FURNISHED by the DEPARTMENT

B 17.1 The current editions of the items listed below are available from the Department if not previously received:

B 17.1.1 Alaska Department of Transportation and Public Facilities *Standard Specifications for Highway Construction*

B 17.1.2 Alaska Department of Transportation and Public Facilities *Construction Manual* with *Regional Supplemental Construction Manual* and *Instructional Memoranda*.

B 17.1.3 Conformed copy of the Construction Contract(s), Plans and Specifications for the Project.

B 17.1.4 Alaska Department of Transportation and Public Facilities *Alaska Test Manual*

B 17.1.5 AASHTO Test Methods; WAQTC Field Operating Procedures (FOPs) for AASHTO tests; and ASTM Test Methods.

B 17.1.6 Alaska Department of Transportation and Public Facilities *Alaska Traffic Manual*, consisting of the *Manual on Uniform Traffic Control Devices* with *Alaska Supplement*

B 17.1.7 Standard Department forms on in WORD or EXCEL format.

B 17.1.8 Alaska Department of Transportation and Public Facilities *Drafting Manual*.

B 17.1.9 The Project Right-of-Way *Memorandum of Agreement*(s), if applicable.

B 17.1.10 The Project Utility Agreement(s), if applicable.

B 17.1.11 The Project location centerline notes, if applicable.

B 17.1.12 Alaska Department of Transportation and Public Facilities *Standard Drawings*.

B 17.1.13 Copies of the Project design quantity computations, if available.

B 17.1.14 Cross-sections of the Project original ground, if available.

B 17.1.15 Full size black line set of the Project plans.

B 17.1.16 Project's *Project Minimum Testing Requirements*; and the Material Sampling Frequency Requirements from the Construction Manual.

B 17.1.17 Copies of the Project's environmental document(s), the *Design Study Report* and other Publications on the Department's website.

B 17.1.18 ADOT&PF Safety Manual and the Construction Code from the Occupational and Health Standards, Alaska Department of Labor, Division of Labor Standards & Safety.

B 17.1.19 Rental Rate Blue Book for Construction Equipment from Equipment Watch.

B 17.1.20 ADOT&PF Policies and Procedures

B 17.1.21 United States Code of Federal Regulations (CFRs)

B 17.1.22 All permitting agency documents, permits and requirements related to the project.

B 17.1.23 All material purchasing agreements between ADOT&PF and the Alaska Department of Natural Resources.

EXHIBIT B-1, MATERIALS TESTING RATE SCHEDULE

For information only – to be completed by the successful proposer during negotiations.

DESCRIPTION	DOT RATE	Consultant RATE
Sampling of any Materials	$ 44.00	$
Gradation	$ 132.00	$
Atterburg Limits	$ 110.00	$
Liquid Limit	$ 88.00	$
Specific Gravity of Soil	$ 66.00	$
Density by Nuclear Gauge	$ 44.00	$
Moisture Content	$ 44.00	$
Moisture Density Relationship	$ 352.00	$
Sand Equivalent	$ 110.00	$
pH of Soil	$ 44.00	$
Organic by Ignition	$ 44.00	$
Vibratory Compaction	$ 352.00	$
Fine Gradation	$ 110.00	$
Coarse Gradation	$ 110.00	$
Unit Weight	$ 66.00	$
Fine Specific Gravity	$ 132.00	$
Coarse Specific Gravity	$ 88.00	$
Thin and Elongated Particles	$ 110.00	$
Fracture Determination	$ 110.00	$
Concrete Unit Weight	$ 22.00	$
Concrete Slump	$ 22.00	$
Concrete Cylinder or Beam Cast (3)	$ 22.00	$
Concrete Air	$ 22.00	$
Concrete Cylinder Break	$ 44.00	$
Concrete Beam Break	$ 44.00	$
Grout Compressive Strength	$ 44.00	$
Bitumen Content by Nuclear Gauge	$ 88.00	$
Water in Bituminous Material	$ 44.00	$
Gradation of Extracted Aggregate	$ 88.00	$
Specific Gravity of Bitumen Mixture	$ 44.00	$
Maximum Specific Gravity of HAP Mixture	$ 132.00	$
Bitumen Content by Ignition	$ 88.00	$
Ignition Gradation	$ 396.00	$
Travel Time		$ /mile