

MUNICIPALITY OF ANCHORAGE



Mayor Dan Sullivan

Purchasing Department

August 18, 2009

REQUEST FOR PROPOSAL

RFP 29-P025

PROFESSIONAL SERVICES TO COMPLETE A CHUGIAK – EAGLE RIVER CENTRAL BUSINESS DISTRICT RESIDENTIAL CORE CIRCULATION STUDY

The Municipality of Anchorage is requesting proposals for the **Traffic Department**.

Enclosed is pertinent information for use in preparing your proposal. This information will be used as a guide in the preparation of any subsequent contract.

Proposals must be received at the Purchasing Office, 632 W. 6th Avenue, Suite 520, Anchorage, Alaska 99501 (Mailing Address: PO Box 196650, 99519-6650), **prior to 5:00 P.M., Local Time, September 11, 2009**. Office hours are Monday through Friday, 8:00 a.m. - 12:00 p.m. and 1:00 p.m. - 5:00 p.m., excluding holidays. Time of receipt will be as determined by the Purchasing Office time stamp. Proposals received by the Purchasing Office after the time specified will be returned to the proposer unopened. **Facsimile or email or any other electronic media submittals will not be accepted.**

A non-mandatory meeting for discussion of the proposal will be held at **1:30 P.M. Local Time, August 26, 2009**, in the Purchasing Office at the above address. A copy of the Request for Proposal may be obtained from the Purchasing Office at the above address.

For information about this solicitation contact the undersigned at **(907) 343-4249**, facsimile (907) 343-4595 or at our email address; wwpur@muni.org. All correspondence should include the RFP number and title.

Six (6) copies of your proposal must be submitted.

The Municipality of Anchorage reserves the right to reject any and all proposals and to waive any informalities in procedures.

Sincerely,

Werner W. Waak
Senior Buyer

Request for Proposal (RFP)

Professional Services for

Chugiak-Eagle River Central Business District and Residential Core Circulation Study

MOA Project Number 772880

**REQUEST FOR PROPOSAL
MOA TRAFFIC DEPARTMENT
EAGLE RIVER CBD AND RESIDENTIAL CORE
CIRCULATION STUDY
Project Number 772880**

SECTION 1 – GENERAL INFORMATION

1.1 Introduction

The Municipality of Anchorage (MOA), Traffic Department, is requesting written proposals from consultants to perform a traffic circulation study of the Eagle River Central Business District and residential core area. The overall objective of this project, addressed by this Request for Proposal, is to conduct a reconnaissance study of existing and forecast traffic conditions of the surface transportation system with the purpose of identifying and analyzing problems and deficiencies that need to be addressed to improve transportation safety and to relieve congestion, and to develop recommendations for needed improvements. The study will consider vehicle and transit passenger, truck, emergency vehicle, pedestrian and bicycle needs. Finally, the study will develop and evaluate circulation alternative solutions, provide recommendations for technically feasible and cost effective capital and operational improvement projects to mitigate circulation problems, and provide a comparison of their engineering characteristics, environmental impacts, and cost, based upon planning-level project cost estimates.

1.2 Background

This Study implements a recommendation of the adopted 2003 Chugiak-Eagle River Long-Range Transportation Plan, and carried forward in the Chugiak-Eagle River 2027 Long-Range Transportation Plan, approved by the AMATS Policy Committee on June 14, 2007. The project has strong community support, and is viewed as the required next step in developing real solutions to an ever-worsening traffic problem in the heart of Eagle River. Several new residential, commercial and community facilities planned nearly simultaneously within the study area have increased the sense of urgency to address circulation issues.

Eagle River is a major suburban community within the Municipality of Anchorage, and enjoys a separate and unique “small town” character as distinguished from the more urban Anchorage Bowl. Despite recent improvements to the urban portion of Old Glenn Highway, congestion problems persist. Projections for traffic growth within the Study Area indicate that some roadway segments and all four signalized intersections within the Study Area will be over-capacity by 2027 during the PM Peak. The roadway segment projected to have the worst level of service (LOS E) within the Study Area is Old Glenn Highway between Artillery Road and Monte Road. In addition, two non-signalized intersections, at Farm Road and Monte Road, have been identified as problem intersections.

Left-turning movements from Monte Road onto Old Glenn Highway are difficult and constricted during peak hours. Without a crosswalk, pedestrian movements are hazardous. Steady traffic on the Old Glenn Highway, particularly during peak travel times, causes long delays. In the past, due to spacing constraints, placing a signal at Monte Road was not considered an option. Near-term planned development in this vicinity will bring increased pressure on this intersection, as well as at intersections of Old Glenn Highway with Eagle River Road and Coronado Road. In addition, drivers following the current configuration of Glenn Highway off-ramps experience challenging weaving patterns where Artillery Road meets Old Glenn Highway and Eagle River Road. At the opposite end of the Study Area, congestion is worsening at the North Eagle River Access Road intersection with Old Glenn Highway.

A general lack of cross walks across the Old Glenn Highway in the Eagle River Town Center has been cited as a major issue for pedestrians and transit users. Crossing at all junctures by children has raised safety concerns in the community.

1.3 Project Goals

The CBD and Residential Core Study will conduct a comprehensive circulation study for the entire road network within the downtown core of Eagle River. The Study will address the need for improved connectivity between the Old Glenn Highway and Business Boulevard, and traffic flow along Old Glenn Highway, including the movement of freight vehicles. A rigorous alternatives analysis will also address the need for improved connections between the Powder Reserve and the CBD, as well as options for easing congestion at the North Eagle River Access Road intersection with Old Glenn Highway. Concepts will be explored that could create new connections along specific alignments to improve circulation that include, at a minimum, a review of the following:

- the potential for an exit ramp north of Artillery Road from the Glenn Highway into the heart of Business Boulevard, to relieve the current high volume of left-turning northbound traffic from Old Glenn Highway
- an exit ramp from the Glenn Highway directly to Eagle River Road before Artillery Road Interchange, bypassing Old Glenn for those that do not wish to go there, but instead go straight home.
- east side and west side collector roads parallel to the Old Glenn Highway
- one-way pair testing of the value of designating Old Glenn Highway Northbound and Business Boulevard Southbound. This could potentially solve the problems at Old Glenn Highway at Eagle River Road, Monte Road, and Coronado road more than any other option. There would be no center medians blocking left turns, and signals could be assessed for Monte, Coronado and others as warranted for vehicles, pedestrians, and internal circulation
- strategies including management alternatives; signal timing and signal phasing adjustments; signal synchronization and signal spacing coordination; potential use of roundabouts, and possible re-configuration of the Artillery Road and Glenn Highway Interchange. The Study will include an assessment of the improvement needs of pedestrians and commuter bicyclists, vehicle and transit passengers, freight vehicles, and emergency response vehicles.

To achieve these goals, it is important to first identify and analyze existing and projected circulation problems and deficiencies, identify planning constraints, and to identify and involve key stakeholders, including affected residents, business owners and tenants, and non-profit service organizations early in the process. The Contractor will be required to use the services of a Public Involvement Specialist to develop and implement a Public Involvement Plan based upon the recently adopted AMATS Public Participation Plan.

1.4 Resources

REFERENCE PLANS, PUBLICATIONS, and SOFTWARE
A Policy on Context Sensitive Solutions (CSS), Municipality of Anchorage, 2008 http://www.muni.org/iceimages/traffic/Dec2007Policy_all.pdf (or final version when posted)
AMATS Public Participation Plan, 2009 http://www.muni.org/transplan/AMATS%20PPP.cfm
Anchorage Household Travel Survey, 2002 http://www.muni.org/iceimages/transplan/Anchorage%20final%20report.pdf
Anchorage 2025 Long-Range Transportation Plan (2005, revised 2007) http://www.muni.org/transplan/LRTP.cfm
Anchorage Non-Motorized Transportation Plan http://www.muni.org/transplan/non-motorized.cfm
Anchorage Regional ITS Architecture Implementation Plan, http://www.muni.org/iceimages/transplan/Chapter6ImplementationPlanV_1.pdf
Annual Traffic Report, 2007 http://www.muni.org/traffic/Annual%20Report%20Page.cfm
Chugiak-Eagle River Comprehensive Plan Update (2006) http://www.muni.org/iceimages/Planning/FINAL-Feb7.pdf
Chugiak-Eagle River 2027 Long-Range Transportation Plan (with Draft OS&HP), 2007 http://www.muni.org/iceimages/transplan/AFCERLRTPDOSHP61407R62508.pdf
Eagle River CBD Revitalization Plan, 2003 http://www.muni.org/planning/ChugiakER_CBD_Revit.cfm
Municipality of Anchorage IT/GIS Standards(2008 or later, use most current version) http://munimaps.muni.org/documents/GIS%20Standards.doc
Traffic Impact Analysis from Eklutna for the North Powder Reserve
Monte Road and Old Glenn Highway Intersection Traffic Operations and Safety Analysis Report(2007) http://www.muni.org/iceimages/traffic/Monte_Rd_Old_Glenn_Traffic_Operations_and_Safety_Analysis.pdf
Official Streets and Highways Plan (1996); Addendum(2005) http://www.muni.org/transplan/Publications.cfm

Status of the System, 2007

http://www.muni.org/iceimages/transplan/Status%20of%20the%20System%202007_CD.pdf

TransCAD Traffic Demand Model Version 4.8

1.5 Study Area

The Study Area, depicted in Map 1, page 7, includes the Town Center and adjacent areas of zoned higher density residential and commercial land. Study Area boundaries are considered to be the Glenn Highway to the west, Artillery Road to the southwest, Firehouse Lane to the southeast, North Eagle River Access Road to the north, and extends to approximately 0.5 miles east of the Old Glenn Highway. The Study will also analyze the Glenn Highway Interchange with Artillery Road.

1.6 Questions

Questions regarding this proposal shall be submitted in writing to:

Werner W. Waak, Senior Administrative Officer

Municipality of Anchorage Purchasing Department

632 W. 6th Avenue, Suite 520 (physical address)

P.O. Box 196650 (mailing address)

Anchorage, AK 99519-6650

(907) 343-4595 (fax)

wwpur@muni.org (e-mail) Preferred method of posing questions.

In order to maintain the RFP Schedule it is required that questions be presented prior to close of business September 3, 2009. Questions posed after this time may not be responded to.

Please identify the Project Title/Number on any correspondence related to this project.

1.7 Preparation Costs

The MOA shall not be responsible for proposal preparation costs, nor for costs including attorney fees associated with any (administrative, judicial or otherwise) challenge to the determination of the highest ranked Proposer and/or award of contract and/or rejection of proposal. By submitting a proposal each Proposer agrees to be bound in this respect and waives all claims to such costs and fees.

1.8 Anticipated Timeline

The following are proposed milestones for development of the final report, subject to scheduling, internal review, level of public involvement, and printing needs:

- End of October 2009 Notice to Proceed to successful proposer
- April 2010 Produce Public Review Draft Final Report
- Sept/October 2010 Produce Final Plan

The selected Contractor shall present a schedule for performance of various elements of the Scope of Work, which fit into the above milestones in a timely manner.

1.9 Project Budget

The total Contractor budget for this project shall not exceed \$121,655. The project shall be completed in 2010. The proposed price shall include all professional services, including subcontracted services and expenditures, as set forth in the Scope of Work of this RFP.

1.10 Project Completion and Payments to Contractor

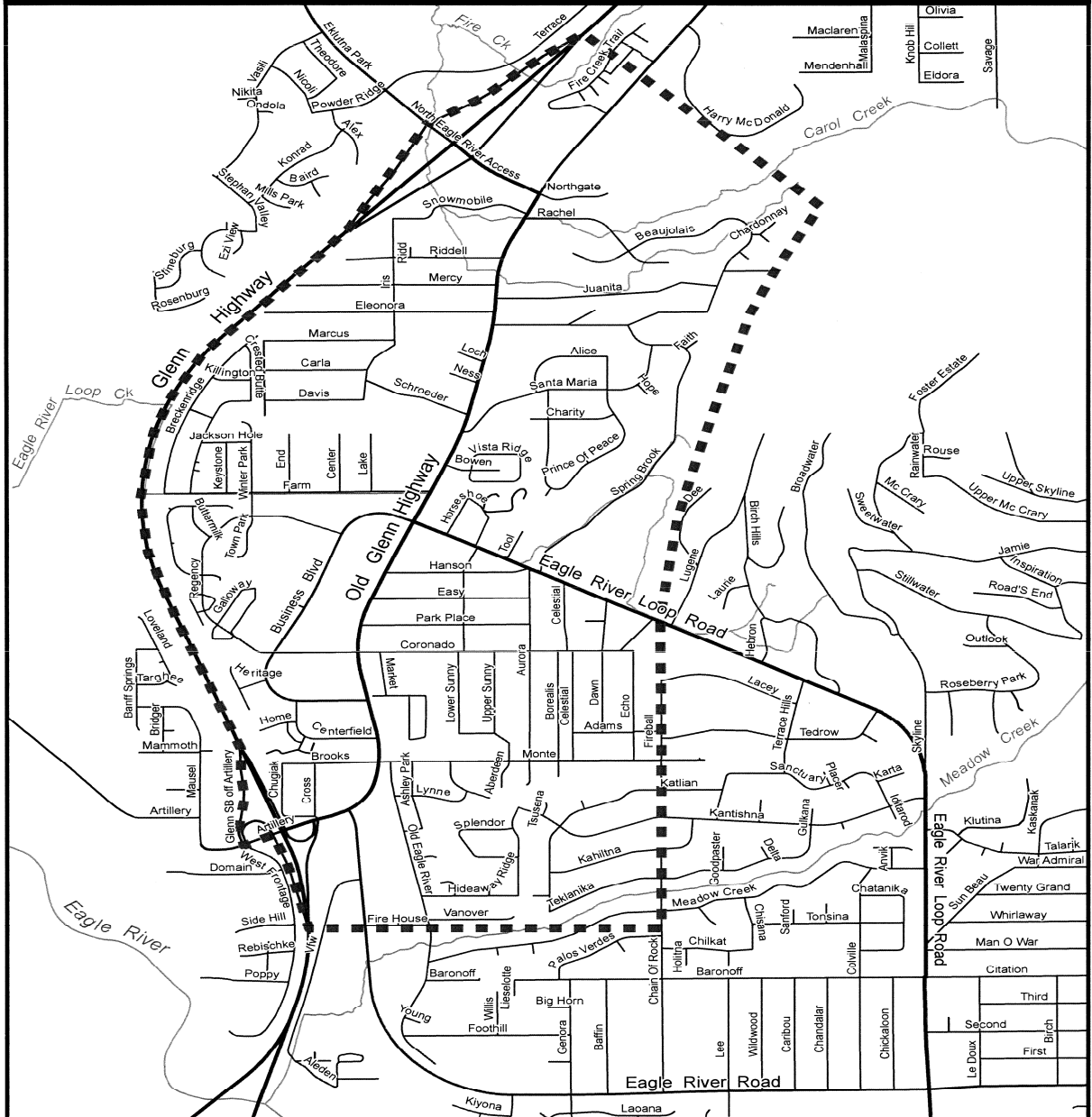
All tasks shall be completed within twelve (12) months of the MOA Notice to Proceed (NTP). Completion of the milestone deliverables listed in this document is upon acceptance by MOA. Draft deliverables shall not be accepted as final. For purposes of calculating the percentage of completion, a task shall be considered 80% complete when contractor delivers a complete draft to AMATS Project Team, and 100% complete 90 days thereafter if AMATS Project Team has not asked for revision by that date.

Eagle River CBD / Residential Core Study Area



Study Area Boundary

Miles
0 0.25



MAP 1

SECTION 2 – RULES GOVERNING COMPETITION

2.1 Examination of Proposals

Proposers should carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP. Proposers should become fully aware of the nature of the work and the conditions likely to be encountered in performing the work.

2.2 Proposal Acceptance Period

Award of this proposal is anticipated to be announced within 30 calendar days, although all offers must be complete and irrevocable for 90 days following the submission date.

2.3 Confidentiality

The content of all proposals will be kept confidential until the selection of the Contractor is publicly announced. At that time the selected proposal is open for review. After the award of the Contract, all proposals will then become public information.

2.4 Proposal Format

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of the proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on 1) conformance to the RFP instructions; 2) responsiveness to the RFP requirements; 3) completeness and clarity of content.

2.5 Signature Requirements

All proposals must be signed. A proposal may be signed: by an officer or other agent of a corporate vendor, if authorized to sign contracts on its behalf; a member of a partnership; the owner of a privately-owned vendor; or other agent if properly authorized by a power of attorney or equivalent document. The name and title of the individual(s) signing the proposal must be clearly shown immediately below the signature. Manual signature on "Letter of Transmittal" (See Para 4.3) will meet this requirement.

2.6 Proposal Submission

2.6.1 ONE ORIGINAL, single sided unbound, plus five (5) complete copies of the proposal must be received by the Municipality prior to the date and time specified in the cover letter. Copies may be bound, or enclosed in folders/binders as the proposer chooses.

2.6.2 IN ADDITION to the copies required by paragraph 2.6.1 above, request a single CD containing a PDF copy of the complete proposal, including attachments, be provided. IF the proposal requests a fee schedule in a separate sealed package, this disk which should also contain the fee schedule, may be placed in that sealed package thereby avoiding early disclosure of fees.

2.6.3 All copies of the proposals are requested to be submitted in a single sealed cover which should be plainly marked as a Request for Proposal Response with the Number and Title prominently displayed on the outside of the package.

2.6.4 Proposals must be delivered or mailed to:

<u>Physical Address</u>	<u>Mailing Address</u>
Municipality of Anchorage	Municipality of Anchorage
Purchasing Department	Purchasing Department
632 W. Sixth Avenue, Suite 520	P.O. Box 196650
Anchorage, AK 99501	Anchorage, AK 99519-6650

2.7 News Releases

News releases pertaining to the award resulting from the RFP shall not be made without prior written approval of the Municipal Purchasing Officer.

2.8 Disposition of Proposals

All materials submitted in response to this RFP will become the property of the Municipality of Anchorage. One copy shall be retained for the official files of the Purchasing Department and will become public record after award of the Contract.

2.9 Oral Change/Interpretation

No oral change or interpretation of any provision contained in this RFP is valid whether issued at a pre-proposal conference or otherwise. Written addenda will be issued when changes, clarifications, or amendments to proposal documents are deemed necessary by the Municipality.

2.10 Modification/Withdrawal of Proposals

A respondent may withdraw a proposal at any time prior to the final submission date by sending written notification of its withdrawal, signed by an agent authorized to represent the agency. The respondent may thereafter submit a new proposal prior to the final submission date; or submit written modification or addition to a proposal prior to the final submission date. Modifications offered in any other manner, oral or written, will not be considered. A final proposal cannot be changed or withdrawn after the time designated for receipt, except for modifications requested by the Municipality after the date of receipt and following oral presentations.

2.11 Disadvantaged/Woman Owned Business Enterprise (D/WBE) Goals

2.11.1 This project is funded with financial assistance from the U.S. Department of Transportation (DOT) through FHWA. It is subject to Anchorage Municipal Code Chapter 7.60, Anchorage Municipal Regulations 7.60, and 49 CFR Part 26 regarding participation by disadvantaged business enterprises in Department of Transportation programs, and to any other applicable federal and state regulations. The requirements of this program are mandatory. Proposers shall be fully informed regarding the

requirements of the above regulations. Particular attention is directed to the following matters:

2.11.2 A proposer who is not in compliance with the requirements of the applicable regulations or these specifications will not be awarded this contract. Noncompliance after award of contract constitutes a breach of the contract and may result in termination of the contract or other appropriate remedy for such breach.

2.11.3 Participation goal for this project has been established as a percentage of the dollar amount awarded to the successful proposer for the project in the amount of 0 % to DBE companies.

2.11.4 The apparently successful proposer shall submit to the Purchasing Officer a completed Disadvantaged Business Enterprise Statement, Form 10-029, prior to award of contract.

2.11.5 The D/WBE Officer or his or her designee may visit the job site during regular working hours and interview subcontractors and employees for verification of compliance with these specifications and/or the regulations.

2.11.6 The following statement is included in the agreement between the Municipality and its contractor on this project and must also be included in each subcontract the prime contractor signs with a subcontractor or supplier on this project.

"The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

2.11.7 Failure of the contractor or its subcontractors to carry out the requirements set forth above shall constitute a breach of contract and after the notification of the Municipality, may result in termination of the contract by the Municipality or such remedy as the Municipality deems appropriate.

2.11.8 In accordance with the requirement at 49 CFR 26.29, the Contractor is required to pay all subcontractors within 15 calendar days after the Contractor receives a payment from the Municipality. Additionally, if retainage is withheld from any subcontractor payments, the Contractor shall return the retainage within 15 calendar days after the subcontractor's work has been satisfactorily completed. Failure of the Contractor to make payments within the time frame specified above may cause future requests for payment by the Contractor to be accompanied by signed statements from all subcontractors stating that they have been paid for satisfactory work previously performed prior to processing the payment request.

2.11.9 Because this project is funded with Federal DOT monies, the Municipality is required by federal DOT (49 CFR 26.11) to obtain certain information from you as a bidder or proposer, **whether or not you are the successful proposer**, and of those subcontractors who bid to you on this project, whether or not you use them on the project. **The required information is shown on Form 10-032 which is included in this specification.** You are required to file the completed Form 10-032 by 5:00 p.m. three (3) municipal working days after due date for proposals on this project. Failure to provide this information may result in penalties or a finding of non-responsibility. Please file this information directly with the Office of Equal Opportunity.

If you have questions about the DBE requirements or need additional information, contact the D/WBE Office, Office of Equal Opportunity, P. O. Box 196650, Anchorage, AK 99519-6650; or at the City Hall Building, 632 W. 6th Avenue, Anchorage, AK. Telephone number (907) 343-4895

2.12 Late Submissions

PROPOSALS NOT RECEIVED BY THE DATE AND TIME SPECIFIED UNDER 2.6 OF THIS RFP, WILL NOT BE CONSIDERED, AND WILL BE RETURNED UNOPENED AFTER RECOMMENDATION OF AWARD.

2.13 Rejection of Proposals

The Municipality of Anchorage reserves the right to reject any or all proposals if determined to be in the best interest of the Municipality.

2.14 Equal Employment Opportunity Reporting Requirements

The successful proposer shall be required to execute and return such forms as may be necessary to the Equal Employment Opportunity Contract Compliance Officer in accordance with Municipal Regulation 7.50, prior to the award of a contract. Failure to complete and return the forms, or failure to meet the requirements of the Regulation, shall be grounds for not awarding a contract to that proposer.

SECTION 3 – SCOPE OF WORK: CIRCULATION STUDY

It is expected that completion of this Scope of Work will result in a final report titled, “Eagle River CBD and Residential Core Circulation Study”. The Study shall be consistent with the Chugiak-Eagle River Comprehensive Plan Update (December, 2006), and shall consider recommendations of the Monte Road and Old Glenn Highway Intersection Traffic Operations and Safety Analysis Report completed in July, 2007. The Study shall also reference and utilize the findings of the 2003 Eagle River CBD Revitalization Study.

It is the intent of the Municipality of Anchorage (MOA) to select a qualified Contractor and enter into a Professional Services Contract to assist the Anchorage Metropolitan Area Transportation Solutions (AMATS) with conducting a Circulation Study of the Eagle River Central Business

District (CBD) and Residential Core. It is intended that completion of this Scope of Work will include an assessment of pedestrian improvement needs, access management alternatives, the need for improved connectivity between the Old Glenn Highway and Business Boulevard and traffic flow along the Old Glenn Highway, including the movement of freight vehicles. The study should result in a final written report that shows the current and future traffic projections; identifies the deficiencies needing improvement; develops and evaluates circulation alternatives, including planning level cost estimates; and develops a set of cost effective recommendations, and implementation plan. Intermediate reports are expected to be delivered based on the description in the Scope of Work. Items may be altered or added due to: necessary requirements, practicality, usefulness, completion of project intent, determination of alternative methods, or changing information. Alterations or changes must be agreed to in writing by both the MOA and Contractor. The selected Contractor will be expected to work closely and regularly with the MOA Traffic Department or its representative throughout the project, to ensure successful completion of tasks in the Scope of Work.

Task 1.0 Project Management and Administration

1.1 Project Team and Project Manager

As part of the scope of these services, the Contractor will provide a Contractor Project Team. The Contractor Project Team member(s) will manage the overall project and identify needed coordination between Team members. The Contractor shall designate a Project Manager to oversee the day-to-day operations of the Contractor and who will coordinate and cooperate with the MOA Project Manager, and MOA technical resource contact. The Contractor Project Manager shall serve as the Contractor's primary point of contact for the MOA. The AMATS Project Team consists of the Contractor Project Manager, MOA Project Manager, selected MOA staff, MOA technical resource contact, and selected ADOT&PF staff. The MOA Traffic Director will designate the MOA Project Manager, MOA technical resource contact, and MOA staff representatives on the Project Team. ADOT&PF Central Region Planning Manager will designate ADOT&PF representatives on the Project Team. The MOA Project Manager will be the Primary Point of Contact for the Contractor for contract management and project oversight.

A goal of this task is to ensure the project stays within budget, and on time, and that all team members are communicating well with each other. All team members will be kept informed of project developments in a timely manner. AMATS Project Team members shall provide review and comments of all draft documents in a timely manner to the Contractor Project Manager. The Contractor Project Team member(s) will work with the Contractor Project Manager and the MOA Project Manager to resolve all issues.

1.1.1 Project Team Weekly Teleconferences. The Contractor Project Manager shall hold regularly scheduled weekly project management teleconference calls with the AMATS Project Team. For all teleconferences, the Contractor Project Manager shall schedule, coordinate

and prepare the teleconferences, provide any materials electronically before the meeting for review or consideration by the Project Team, and e-mail before the meeting a One-page Status Memo (OSM) that includes teleconference agenda, project status, upcoming action items, deliverables, responsible parties, deadline, and whether the project is on-time and on-budget. The Contractor Project Team members shall e-mail the Contractor Project Manager with current status information for the OSM. The Contractor Project Manager shall e-mail the OSM to the Project Team prior to the teleconference. The teleconferences will last for no more than thirty (30) minutes. The Contractor shall prepare a written meeting summary that identifies follow-up action items and responsibilities, and shall e-mail the summary to the AMATS Project Team within two (2) business days following the teleconference meetings.

- 1.1.2 **Project Team Meetings.** The Contractor Project Manager shall prepare, arrange the venue for, and attend, regularly scheduled monthly project management meetings with the AMATS Project Team. The monthly meeting will be a face-to-face project management meeting and will replace the weekly teleconference for that week. The Contractor Project Manager shall e-mail the One-page Status Memo (OSM) and provide meeting materials electronically to the Project Team the day preceding the scheduled meeting. The Contractor Project Manager shall prepare a meeting summary that identifies follow-up action items and responsibilities, and shall e-mail the summary to the AMATS Project Team within two (2) business days of a meeting.

The Contractor Project Team shall schedule, prepare, arrange the venue for, and attend a Project Team Organizational Meeting. Discussion topics will include project purpose, scope, goals, roles and responsibilities, project schedule, involvement of the Project Technical Team, Public Involvement Plan, deliverables, and elements and format of the final report. The Contractor shall prepare the agenda and e-mail the agenda to the AMATS Project Team 2 days prior to the meeting. The Contractor shall prepare a written meeting summary that identifies follow-up action items and responsibilities, and shall e-mail the summary to the AMATS Project Team within two (2) business days following the meeting.

• For budget purposes, it is assumed that the first monthly project meeting (organizational meeting) will be a maximum of four (4) hours and the monthly meetings thereafter will be a maximum of two (2) hours.

The Contractor Project Team members shall email a monthly schedule update to the Contractor Project Manager three (3) business days prior to the monthly project management meeting. The update shall include task percent complete and hours expended by task and by personnel.

1.2 Project Technical Team

The Contractor shall create a Project Technical Team of interested professionals and technical staff to provide guidance, review and feedback periodically throughout the project. The committee shall be comprised of a member of MOA Traffic Engineering, ADOT&PF Central Region Traffic Engineering, ADOT&PF Central Region Planning, MOA Signals Division, MOA Project Manager, and Contractor Project Manager.

- 1.2.1 Project Technical Team Meetings.** The Contractor shall work with the AMATS Project Team to determine the number of meetings and topics. The Contractor Project Manager shall schedule and attend all Technical Team Meetings. For all Technical Team meetings, the Contractor shall arrange the meeting venue, prepare meeting materials, provide a One-page Status Memo (OSM), and shall prepare a meeting summary that identifies follow-up action items and responsibilities, and shall e-mail the meeting summary to the AMATS Project Team within two (2) business days following the meeting.

1.3 Project Administration Requirements

- 1.3.1 Project Schedule and Records Maintenance.** The Contractor Project Manager shall maintain the project schedule and records electronically. The schedule will include all tasks defined in this RFP, resource and budget allocations for each task, and all task dependencies. The Contractor Project Manager shall update the schedule monthly, showing resources expended by task, and task progress based on the monthly progress reports provided in Subtask 1.3.2. The update shall include task % complete and by whom (personnel). The Contractor Project Manager shall provide the MOA Project Manager with an electronic file each time the schedule is updated. The Contractor Project Manager shall maintain a copy of the current schedule as a pdf file on the Contractor project Website as detailed in Subtask 1.3.3.
- 1.3.2 Monthly Progress Reports.** The Contractor Project Team members shall email a copy of the previous month's progress report and hours expended by task and by personnel to the Contractor Project Manager by the third (3rd) business day of each month. The Contractor Project Manager shall consolidate the progress reports into one monthly Task Progress Report and shall email the report to the MOA Project Manager and AMATS Project Team by the fifth (5th) business day of the Month. The monthly progress reports will provide sufficient detail to satisfy the federal reporting requirements as outlined in the project TORA (Transfer of Responsibility Agreement).
- 1.3.3 Contractor Project Web Site / MOA Project Web Site.** The Contractor Project Manager shall use and maintain a secure Web site for

posting and storing all task-related documents, and shall maintain the task information on the Contractor Web site for the duration of the project. The Contractor shall establish and follow a logical system for posting and tracking necessary information and documents by Task number. Posted documents shall include project set-up documents (TORA, TORA extensions, etc.), meeting summaries, schedules, task deliverables, and reference materials. The Contractor Project Manager shall provide on CD in MS Word format and pdf format all documents for public review to the MOA Project Manager for upload to the MOA Project Web Site.

- 1.3.4. **Project Work Plan and Task Schedule.** The Contractor Project Manager shall develop a Project Work Plan that includes an introduction defining the task purpose and goals, key contacts and staff resources, task schedule, use of the Contractor Web site, format of deliverables including the Final Report, and a Quality Control Process (QPC). The Contractor Project Manager shall e-mail the Project Work Plan to the Project Team members. The Contractor Project Manager shall oversee the quality assurance process established in the QCP.
- 1.3.5 **Project Deliverable Requirements.** The Contractor shall produce a final, completed Deliverables Matrix, provided at the end of Task 1.0, below, that identifies all work products that meet requirements in the RFP, organized by Task number, showing deliverable title and completion date.

All written and graphic documents, including e-mail, shall be provided in MS Office 2003 compatible format and pdf format.

The Contractor shall provide five (5) sets of Compact Disks (CD) containing the completed deliverables matrix and all project deliverables. All files shall be clearly named and dated for ease of identification, and identified as either draft or final versions. Deliverables include all items listed in this Scope of Work, as well as data files for maps, tables, graphs, TransCAD model run data, output, and reports, and public involvement contact database information. The contractor shall agree to transfer ownership of all information and materials produced for this project to the MOA. The MOA shall retain the copyright on all intellectual property produced by this contract.

GIS maps and data: The Consultant shall read and adhere to the standards specified in *Municipality of Anchorage IT/GIS Standards* 2008 (or most current version), included in the References Section of this RFP. All map layers, data files, and analysis must be delivered in shape files or geodatabase, using the MDX file format and NAD 83 Datum. The Consultant shall provide metadata for all GIS data files. The Consultant shall name each GIS data file clearly for ease of identification and use by MOA GIS staff, and shall follow naming conventions in the MOA IT GIS standards document.

Final Report: It is expected that completion of this Scope of Work will result in a final report titled, “Eagle River CBD and Residential Core Circulation Study.” The deliverables requirements for the project Final Report document are as follows:

- Hard Copy: Three hard copies of the final documents. The maximum size for inclusion of materials in the documents is 11” by 17”
- PDF file format: One electronic copy of the documents shall be delivered in a PDF file format
- Microsoft Word: One electronic copy of the documents shall be delivered in a Microsoft 2003 Word format

1.4 Work Products and Deliverables Summary

Designation of Contractor Project Team and Contractor Project Manager
AMATS Project Team Organizational Meeting / Meeting Preparation and
Meeting Materials / E-mailed OSM and Meeting Summary
Weekly AMATS Project Team Teleconferences / Meeting Preparation and
Meeting Materials / E-mailed OSM’s and Teleconference Summaries
Monthly AMATS Project Team Meetings / Meeting Preparation and Meeting
Materials / E-mailed OSM’s and Meeting Summaries
Project Technical Team Meetings / Meeting Preparation and Meeting Materials /
E-mailed OSM’s and Meeting Summaries
Monthly Progress Reports
Secure Contractor Web site for effective file transfer to MOA Project Team and
project document posting
Project Work Plan with Quality Control Plan
Completed Project Deliverables Matrix, by RFP Task
Five (5) sets of all Project Deliverables, including project
Final Report and Deliverables Matrix, on CDs
GIS maps, files, and data meeting specified format requirements
All deliverables provided in specified format requirements

TABLE 1 – DELIVERABLES MATRIX

Task No.	Eagle River CBD and Residential Core Circulation Study RFP Work Task and Deliverables Matrix	Status	Date(s) Provided / Document Title / Comments
	(See RFP Scope of Work for complete description)	(To be completed by Contractor)	(To be completed by Contractor)
1	Project Management and Administration 1.1 Project Team and Project Manager 1.1.1 Project Team Weekly Teleconferences 1.1.2 Project Team Meetings 1.2 Project Technical Team 1.2.1 Project Technical Team Meetings 1.3 Project Administration Requirements 1.3.1 Project Schedule and Records Maintenance 1.3.2 Monthly Progress Reports 1.3.3 Contractor Project Web Site / MOA Project Web Site 1.3.4 Project Work Plan and Task Schedule 1.3.5 Project Deliverable Requirements 1.4 Work Products and Deliverables Summary		

2	Project Public Involvement Plan and Implementation 2.1 Develop and Implement an Approved Public Involvement Plan (PIP) 2.2 Public Involvement Plan Elements 2.3 Work Products and Deliverables Summary		
3	Existing Traffic Conditions Analysis 3.1 Existing Traffic Conditions Analysis and Report 3.2 Work Products and Deliverables Summary		
4	Development of Circulation Study Guiding Principles 4.1 Guiding Principles 4.2 Work Products and Deliverables Summary		
5	Future Transportation System Deficiency Analysis 5.1 Deficiency Analysis 5.1.1 Sub-Area Model Updates and Refinements 5.1.2 Model Execution 5.1.3 Analysis of Model Results 5.1.4 Technical Support 5.1.5 Summary and Presentation 5.1.5.1 Service gaps / facility needs 5.1.5.2 Missing or inadequate connections between modes 5.1.5.3. Congested and safety hot-spots 5.1.5.4 Potential origin / destination trip generators		

	5.2 Deficiency Analysis Report 5.3 Work Products and Deliverables Summary		
6	Traffic Circulation Alternatives Analysis and Recommendations 6.1 List of Proposed Projects and Strategies 6.2 Evaluation Criteria and Project Evaluation 6.3 Package of Proposed Projects and Strategies 6.4 Sensitivity Analysis, Evaluation, and Recommendations 6.5 Summary of Findings, Presentation, and Report 6.6 Work Products and Deliverables Summary		
7	Eagle River CBD and Residential Core Circulation Study 7.1 Circulation Study Document 7.2 Work Products and Deliverables Summary		

Task 2.0 Project Public Involvement Plan (PIP) and Implementation

2.1 Develop and Implement an Approved Public Involvement Plan (PIP)

The Contractor, working in conjunction with the AMATS Project Team, shall determine the project goals and objectives, and shall write and implement an approved Public Involvement Plan (PIP). A goal of the PIP is to communicate to the public that the Project Team wants to hear from the public early in the process to identify issues, concerns and problems; to consider possible solutions; and to enlist public support for a community-minded, cooperative approach to solving

identified issues and problems. The public shall be encouraged to offer input, including for circulation or safety issues and problems, needed new road connections, alternate routes, and need or support for TDM/TSM.

The PIP shall be developed, directed, and implemented by a Professional Public Involvement Specialist. Outreach efforts shall meet SAFETEA-LU public participation requirements and ensure that the traditionally underserved, low-income and minority persons and Native Americans, including tribal government representatives, are included and involved early in the process, along with representatives of youth, seniors, transit providers and users, pedestrians, and commuter cyclists. The MOA expects the plan to reflect an inclusive public process that considers input from Eagle River CBD Core residents, property owners and businesses, adjacent neighborhoods, Eagle River employees and commuters to and from the Anchorage Bowl, and other identified stakeholders, including the CBERRRSA Road Board.

The Contractor shall prepare a draft Public Involvement Plan for review and comment by the AMATS Project Team and Project Technical Team. The project team shall review, be familiar with, and apply as appropriate the recommendations of the AMATS Public Participation Plan, adopted February, 2009. A final Public Involvement Plan shall be submitted to the AMATS Project Team for approval and for posting to the MOA Project Web site. The contractor shall identify methods of public participation that do not require excessive commitments of time by the public, yet provide for meaningful input. After approval of the plan by the AMATS Project Team, the Contractor Project Manager shall advertise the availability of the Public Involvement Plan to the public. The Professional Public Involvement Specialist shall implement the Public Involvement Plan.

2.2 Public Involvement Plan Elements

It is expected that the Public Involvement Plan shall include a variety of outreach activities in an effort to engage a broad cross-section of the community. The Contractor is encouraged to consider the use of several appropriate methods to best support this project. The AMATS Project Team may assist with this task.

The Public Involvement Plan shall consider the merits of a Citizen Advisory Committee, Stakeholder Interviews, and Surveys, Quick Response process for comments, appropriate meetings, workshops or combinations. The AMATS Public Involvement Program offers the Contractor guidance as to some process for consideration and the timing of them. The Contractor should recognize that every project and affected parties are unique so the public involvement program is expected to be prepared to be effective and efficient, and unique to this CER CBD Study. It is expected that some initial contact with the community will guide the appropriate level and technique for public involvement in this project. The

Contractor will be expected to track and monitor the effectiveness of the techniques and offer measures to improve them as this project advances.

For all public involvement activities, the Contractor shall provide scheduling and coordination, including arranging venue, advertising, and public notices; develop agenda, materials, flyers, public comment sheets, displays, and handouts; provide presentations and facilitation, and shall provide written summaries of all public involvement activities. Verbal comments, including those received by telephone, shall be documented. The Contractor shall compile and summarize all public comments received, by issue area, and provide to the AMATS Project Team documentation of outreach activities, to include contact lists, e-mail lists, etc.

2.3 Work Products and Deliverables Summary

Project Goals and Objectives, developed with MOA Project Team.

Written Public Involvement Plan (Review Draft and Final Approved Plan) developed by a Professional Public Involvement Specialist.

Public Involvement Plan Implementation provided by a Professional Public Involvement Specialist

Written reports summarizing all public involvement activity proceedings (e.g., public meetings, workshops, participation in project fairs, stakeholder interview responses, on-line survey responses, etc.) and public comments compiled and summarized by issue area documentation of all outreach activities; contact lists; e-mail lists

Task 3.0 Existing Traffic Conditions Analysis

3.1 Existing Traffic Conditions Analysis and Report

Using existing data as much as possible, the Contractor shall prepare and provide a written report titled “Eagle River and CBD Residential Core Study: Existing Traffic Conditions”, that describes the existing surface transportation system for the study area. The report shall include access to the CBD area via regional transportation systems, mobility between the Eagle River CBD core and other parts of the community, as well as circulation within the core area itself.

The inventory of existing conditions is meant to be a non-technical report that is easily digestible by the public, and that will provide maps and graphics in a visually pleasing manner. A draft report shall be prepared for review and comment by the AMATS Project Team and Technical Team. A final report shall be prepared, with any recommended changes, and shall be provided to the AMATS Project Team and presented to the citizen groups, as appropriate, for information.

The report will be included as a separate chapter in the final project report, and shall address, at a minimum, the following:

1. Demographic Data
2. Land Use Characteristics
3. Development Activity
4. Employment Data
5. Transportation Data including the following:
 - Existing Road network and functional classification
 - Road Ownership; ROW; Easements; Land uses served
 - Funding for road improvements and maintenance
 - Roadway and Intersection Configurations
 - Traffic Control Devices (including signal locations, and timing and phasing plans, and synchronization)
 - Travel Patterns (trips by mode, purpose, origin, destination, including commute traffic and trips) and Baseline Traffic Data, to include:
 - Travel patterns and vehicle movements
 - Traffic volumes (average daily traffic), turning movements, and classification counts (Perform supplementary counts, including turning movements, for selected locations with staff input for selecting locations)
 - Local and regional trip destination locations and origin locations, and travel modes and routes to/from these locations (using available information, and results from stakeholder interviews, on-line survey, and public comments)
 - AM/PM Level of Service (LOS) for intersections in study area / identify congested intersections
 - AM/PM Level of Service (LOS) / identify congested roadways
 - Crash History (number of accidents, locations, types, and high accident locations)
 - Freight truck movement and vehicle counts (including gravel, concrete, and oversize vehicles)
 - On-Street Parking supply and demand / Off-Street lots (location, capacity, usage, pricing structure, handicapped parking)
 - Street Maintenance (Winter)
 - Existing Public Transportation service (stops; routes; facilities and surrounding land uses; ridership; destinations; fares; service characteristics and connecting bus service; signage; para-transit service; traveler information; taxi service; shuttles; school district transportation; transit improvement plans and programs; pedestrian and bicycle travel patterns and facilities; winter maintenance, and level of use; park-and-ride; carpool; vanpool)
 - Perceived conflicts between vehicular/pedestrian/bicycle circulation, on-street parking, handicapped parking, and transit loading/unloading, and opportunities for enhancement
 - Special Events
 - Known circulation issues or problems

- Current regulatory framework
6. Environmental Considerations
 7. Improvement Plans, Programs & Studies: Address municipal and state facilities; land use development; private operators / planned or recommended improvements including service changes, service extensions, new service, facility improvements, planned or proposed intermodal enhancements, including commuter rail.
- For relevant efforts underway concurrent with this Study (e.g., the MOA Travel Options Program), the Contractor shall suggest ways to ensure that those project activities are, to the extent possible, considered and coordinated with this effort.

3.2 Work Products and Deliverables Summary

Draft report “Eagle River CBD and Residential Core Study:
Existing Traffic Conditions”
Presentation of Summary to Project Team and Technical Team for
review and comment
Final Report with changes requested by Technical Team.
Presentation of Summary to citizen groups, as appropriate

Task 4.0 Development of Circulation Study Guiding Principles

4.1 Guiding Principles.

Working with citizen groups, as appropriate, the Contractor will develop a set of guiding principles for the Eagle River CBD and Residential Core Traffic Circulation Study, that considers public comments received to date, results of any outreach activities to date conducted under Task 2.0, as well as the existing conditions analysis report (Task 3.0). The guiding principles shall be consistent with the Chugiak-Eagle River Comprehensive Plan and Comprehensive Plan Update, and shall take into consideration other stated community values and planning and design themes for the Eagle River Town Center, and community values for local and regional transportation, including those for transit and emergency vehicles, pedestrians, and commuter bicyclists, as revealed through the planning efforts and documents listed in the Resources Section, 1.4, of this RFP.

4.2 Work Products and Deliverables Summary

Final List of Guiding Principles for the Eagle River CBD and Residential Core Circulation Study developed with citizen groups, as appropriate / Final List E-mailed to participant, and AMATS Project Team

Task 5.0 Future Transportation System Deficiency Analysis

5.1 Deficiency Analysis

The purpose of this task is to identify over-capacity and problematic locations in the longer-term traffic circulation pattern for the Eagle River CBD and residential core. The Contractor shall develop a future traffic scenario that includes known development projects, and intensified land use based on realistic assumptions of market, physical and policy constraints, consistent with the Chugiak-Eagle River Comprehensive Plan and zoning regulations. Demographic projections should be used as necessary, if applicable, to define this scenario. Alternatives to this scenario will be analyzed as described in Task 6.0. The planning horizon should be 20 years into the future.

The Contractor shall perform an analysis of the existing and projected (20-year) weekday average daily and peak period traffic volumes, and volume-to-capacity translated into LOS (A through F) at key intersections and for roadway segments in the study area. The transportation network used for the existing conditions shall be used for the future conditions scenario. Regional travel demand to and from the study area by time of day (AM peak, midday, PM peak, and evening) and day of week (weekday/weekend) shall be determined.

Hourly turning movements at intersections will be analyzed before assessing LOS. The Contractor shall work with MOA staff and Technical Team to identify intersections and roadway segments to be studied. Travel demand to / from the Eagle River core via regional transportation systems, between the Eagle River core and other parts of the community, as well as circulation and travel demand within the Eagle River core itself shall be addressed. The analysis will be performed using the AMATS Travel Demand Model using TransCAD software version 4.8. Model executions shall be performed by MOA staff. Before the model can be used, it must first be reviewed and assessed by the Contractor, in cooperation with the Technical Team, for any necessary changes to produce meaningful results for the sub-area.

The Contractor shall develop a detailed schedule for completing Task 5.0. The schedule shall be reviewed and approved by MOA Staff and Technical Team. Any deviation from the approved schedule shall be discussed with and approved by the Contracting Agency and MOA Project Manager. Early and close coordination with MOA staff is required to ensure timely deliverables, and to incorporate the model runs into MOA work program and schedule.

The Contractor shall complete the following tasks:

5.1.1 Sub-Area Model Updates and Refinements.

TAZs / Centroid Connectors. In consultation and cooperation with the MOA staff and Technical Team, the Contractor shall evaluate the Transportation Analysis Zone (TAZ) structure, Centroid connections, and

network codes used in the AMATS Travel Demand Model for the study area. Working with the Technical Team and staff, the Contractor shall perform a thorough review of the existing Transportation Analysis Zone structure, associated network centroid connections, and network codes. The review will look at consistency with Census 2000 block boundary lines, and the potential need to split zones to increase analysis resolution, zone boundaries relative to network definition and other potential barriers. The new TAZ boundary lines shall follow Census Block boundary lines as closely as possible. Results of the review will be presented to the Technical Team and MOA staff. MOA staff will summarize findings by the Technical Team and make recommendations to the Contractor for improvements to the Model. MOA staff, Technical Team, and the Contractor will review recommendations and come to a joint decision for implementation. MOA staff shall make the recommended changes to the model.

Road Network. For the model execution, the most current published version of Roadnet (Street _Segments) shall be used, and is available for download at the following MOA Web site:

<http://munimaps.muni.org/moagis/download.htm>

Socio-Economic Data. The consultant shall review with MOA staff and update, if necessary, the TransCAD model inputs to ensure use of the most current land use, population, housing, and employment figures. MOA staff shall update the model.

- Population and Household Data: For new (split) TAZs resulting from the TAZ evaluation, the contractor shall use 2000 Census Block data to factor and allocate estimated population and household estimates. The Contractor shall identify the methodology to be used to allocate the Census data to TAZs, and shall conduct the analysis and apply the calculated data to the appropriate TAZs. The Contractor in consultation with AMATS staff shall determine if any updates are indicated for baseline household data.
- Employment Data: The Contractor in consultation with AMATS staff shall determine if updates are indicated for baseline employment data. MOA staff shall update the model, if an update is needed.

Traffic Count Database. The Contractor shall make recommendations regarding format and integration into the TransCAD model for any new traffic count data required in Task 3.0, and shall work with MOA staff to provide coding. MOA staff shall update the model.

- 5.1.2 Model Execution.** The Contractor shall work with MOA staff to design TransCAD model runs and any necessary companion analytical tools for a) existing conditions, and for b) future conditions assuming 1) no action, and 2) planned improvements (Chugiak-Eagle River 2020 LRTP, Anchorage

Bowl 2027 LRTP, AMATS TIP, MOA CIP). MOA staff shall execute the model and shall provide results to the Contractor. The following post-processors will be executed:

- TDM
- Benefit / Cost
- Level of Service (LOS)
- IDAS (if available)

For selected TDM strategies, the Contractor shall research existing data sources to determine ranges (%) of anticipated effectiveness for individual strategies identified. The effectiveness of combined strategies will be assumed as the plan develops.

5.1.3 **Analysis of Model Results.** The Contractor shall analyze model results to evaluate and assess the 20-year projected LOS of intersections and roadway segments to be studied, and to identify future deficiencies in the system. It should be noted that the Chugiak-Eagle River 2027 LRTP includes Policy E, LOS: “Adopt Level of Service (LOS) C for peak-hour traffic flow on the roadways within the Chugiak-Eagle River area. Exceptions may be made in areas where the right-of-way acquisition is high because of intense urban development...”

5.1.4 **Technical Support.** The Contractor shall provide technical support for sub-area model execution and testing to AMATS staff and presentation of features to the Technical Team and others upon request.

5.1.5 **Summary and Presentation.** The Contractor shall identify and summarize system deficiencies, and provide a gap analysis, addressing but not limited to the following elements:

- 5.1.5.1 Service gaps / facility needs
- 5.1.5.2 Missing or inadequate connections between modes
- 5.1.5.3 Congested and safety hot-spots
- 5.1.5.4 Potential origin / destination trip generators

The Contractor shall, at a minimum:

- Summarize and map historic and future distributions for population, employment, travel, and other pertinent socioeconomic characteristics; identify potential origin/destination trip generators
- Estimate current and future 20-year travel by mode and element
- Analyze existing roadways (including traffic characteristics and physical conditions; traffic control devices, including signal location, phasing, timing plans, and synchronization; and crash history) and other transportation facilities to determine level of service, and to identify safety and congested hot-spots

- Summarize existing travel by mode and transportation system performance deficiencies, including service gaps, and gaps in road connectivity and connections between modes, and interpret their implications upon future Eagle River core travel needs
- Examine transit system operations and ridership, route restructuring and potential expansion improvement paths and strategies to address Chugiak-Eagle River 2006 Comprehensive Plan goals and objectives
- Provide information regarding recently approved MOA Pedestrian Plan, and Draft MOA Bicycle Plan, and needs for connectivity as outlined in the *Chugiak-Eagle River Comprehensive Plan Update* (2006), and *Eagle River CBD Revitalization Plan* (2003)
- Examine the freight distribution system, including for gravel, concrete, and oversize trucks, and scale of 20-year projected needs for freight operations as well as gaps in fulfilling goals and objectives
- Examine existing congestion / mobility management process and identify how and what potential programs and strategies may be effective and appropriate for consideration in Eagle River (coordinate with MOA Travel Options Program)
- Review effects of land use development density, design, and diversity on travel and transportation
- Review historic and future projected funding levels provided by MOA / AMATS

Prepare Power Point slides and discussion and present to the AMATS Project Team for review and comment, make requested changes, and present to citizen groups, as appropriate

5.2 Deficiency Analysis Report

The Contractor shall prepare and produce in electronic and print format a draft report titled “Future Transportation System Deficiency Analysis” with color graphics and some photos, which will be incorporated as a chapter into the Final Report. The Deficiency Analysis report is not intended to be a lengthy technical report, but one which is easily digestible by the public, and which will include maps and tables to summarize current and model forecast outcome results. The total number of printed copies will be determined with staff. The contractor shall prepare and submit a draft report the Technical Team for review and comment, and shall update the draft report to incorporate recommended changes. The Contractor shall prepare a Power Point presentation of the final Deficiency Analysis report findings, with handouts, and shall provide the final report to the Technical Team and Project Team, and present the report findings to citizen groups, as appropriate, for information.

5.3 Work Products and Deliverables Summary

Detailed Task Schedule

Deficiency Analysis and Summary

Presentation of Summary findings to AMATS Project Team and Technical Team

Draft Report to AMATS Project Team and Technical Team for review and comment

Final Report (incorporating recommended changes)

Final Report to AMATS Project Team, Technical Team, and citizen groups, as appropriate

Task 6.0 TRAFFIC CIRCULATION ALTERNATIVES ANALYSIS and RECOMMENDATIONS

6.1 List of Proposed Projects and Strategies

The Contractor shall prepare a list of proposed capital and operational projects, as well as TDM strategies, that can be implemented to meet the goals and objectives of the Circulation Study and, in keeping with the guiding principles, to mitigate network problems identified in the Future Scenario. The list of projects shall reflect those that result in the most cost-effective and operationally efficient circulation plan. The project list will include a general description, planning level cost estimate, system connectivity, proposed construction/implementation time, and phasing options. Strategies anticipated to be examined in the various alternatives may include *but are not limited to*:

- Roadway improvements, including new connections; intersection improvements; and improvements to efficiency, operations and safety, to enhance intermodal travel
- Transit service upgrades; improvements to park and ride facilities, and opportunities to expand carpooling & vanpooling; increasing access to transit by biking or walking
- Land Use Changes / Ordinances (coordinated with current development of separate Chapter of Title 21 for Chugiak – Eagle River)
- Transportation System Management strategies (including access management, driveway consolidation and encouraging connections between adjacent properties; signal timing plans, synchronization, and phasing. potential for new signal locations; signing and striping; etc.)
- Transportation Demand Management strategies to reduce congestion as well as SOV trips (e.g., shuttle service, employee transit incentives, HOV lanes on Glenn Highway, and potential coordination with MOA Travel Options Program)
- Intelligent Transportation Systems (ITS)
- Glenn Highway intersection improvements
- Bicycle / Pedestrian Paths
- Parking strategies

6.2 Evaluation Criteria and Project Evaluation

The Contractor shall work with the Technical Team to develop evaluation criteria based upon the project goals and objectives (Task 2.1) and guiding principles (Task 4.0), and to evaluate and screen projects and modal strategies developed under Task 6.1 in order to understand trade-offs and to prioritize projects and strategies. The evaluation criteria should include measures related to, but not limited to the following:

- technical feasibility
- cost effectiveness
- measurable benefits
- operational efficiency
- safety enhancement
- freight vehicle circulation
- impacts on traffic volumes, transit, parking, and on pedestrian and bicycle circulation
- economic impacts
- difficulty of implementation

Opportunities to reduce trips should be evaluated to determine their effectiveness, and thus relative priority among capital and operational priorities. MOA staff will assist with applying weightings to each criterion in order to establish guidelines for ranking recommended projects.

6.3 Proposed Package of Projects and Strategies

The Contractor shall formalize a draft package of projects that can be implemented to meet the goals of the Circulation Study. Community impacts, including for environmental justice purposes (impacts to minority and low income households) as well as impacts to the environment and potential mitigation actions will be assessed, summarized and mapped for each set of alternatives by the Contractor.

6.4 Sensitivity Analysis, Evaluation, and Recommendations

The Contractor shall design and perform a sensitivity analysis to test the impact of changes to different assumptions and/or the effects that proposed development or policy changes may have on traffic circulation. MOA staff will execute the model for the different scenarios.

The Contractor shall then evaluate how the sensitivity tests affect the rankings of the projects. As a result of the sensitivity analysis, an alternative package of projects may be suggested, and may be developed for high, medium, and low cost versions. The Contractor may be asked to identify potential project packages that are dependent upon particular events occurring, such as development projects or new transit enhancements. The Contractor shall propose an implementation strategy, with short-term, near-term, and long-term recommendations.

The discussion of alternatives shall consider the “no build” action, TSM, alternative transportation options, such as transit, where appropriate, and all reasonable, technically feasible “build” alternatives.

6.5 Summary of Findings, Presentation and Report

The Contractor shall prepare a summary presentation of the technical screening with Power Point slides and handouts for the Technical Team and AMATS Project Team, including an array of cost effective alternatives that work together to meet overall system needs, address deficiencies, and shall illustrate the trade-offs among costs (based on planning-level cost estimates), benefits, and community and environmental impacts, and shall provide a proposed implementation strategy. The Contractor shall prepare conceptual drawings or schematic plans as necessary to convey project information.

The Contractor shall revise the presentation to address comments from the Technical Team and AMATS Project Team, and shall further refine the presentation in an easily digestible format for public review. The Contractor shall present the summary of findings in Power Point slides, handouts, maps, conceptual drawings or schematic plans as necessary and other visualization tools to citizen groups, as appropriate, for review and comment. The Contractor shall also present the summary of findings to Eagle River community groups at public meetings. The results shall be posted on the Web for public review and comment. The Contractor shall summarize public comments and provide the comment summary to the Project Team. The Contractor shall work with the Technical Team and AMATS Project Team to refine the alternatives, and to re-rank them if necessary, and to make recommendations.

The Contractor shall prepare a draft report, “Alternatives Analysis and Recommendations”, for review and comment by the Technical Team. The Contractor shall prepare and submit to the AMATS Project Team a final report that incorporates recommended changes and implementation strategy, and that will serve as a chapter in the final plan. The report shall be posted to the Web, and noticed to the public.

6.6 Work Products and Deliverables Summary

Evaluation Criteria

List of Proposed Projects; Project Ranking using Evaluation Criteria;
Proposed Project Packages; Sensitivity Analysis and Evaluation; Revised
List of Cost effective Proposed Projects or Packages; Implementation
Strategy

Presentation of Technical Screening Summary to Technical Team
and AMATS Project Team for review; Revised Summary, based on
reviewers’ comments, for public review

Presentation of revised technical screening summary to citizen

groups, as appropriate, and to Eagle River community at public meetings;
and posted to Web
Summary of Public Comment provided to Technical Team and MOA
Project Team
Refinement of Alternatives, with Technical Team and MOA Project Team
Draft Report, “Traffic Circulation Alternatives Analysis”, presented
to Technical Team and AMATS Project Team for review
Final Report incorporating recommended changes, provided to
Technical Team and Project Team, posted to Web, and
noticed to the public

Task 7.0 Eagle River CBD and Residential Core Circulation Study

7.1 Circulation Study Document

Based upon the findings and conclusions of Task 6.0, and using information in individual chapters previously prepared, the Contractor shall develop a written Eagle River CBD and Residential Core Circulation Study document that is graphically pleasing and which incorporates tables, graphs, maps, and photographs.

The Contractor shall prepare an Agency Review Draft “Eagle River CBD and Residential Core Circulation Study” document and present it, with Power Point slides, to the Technical Team and Project Team for review and comment, and shall make any requested changes. The revised Draft Study shall be presented to citizen groups, as appropriate, and the AMATS Technical Advisory Committee (TAC). The Contractor is expected to revise the draft Circulation Study, with changes recommended by the TAC, and present the Final Draft Study to the Eagle River community at public meetings, and to prepare a compilation and summary of public comment. The Contractor shall present the Final Draft Study, with summary of public comment, to the Planning and Zoning Commission for information, and to the AMATS Policy Committee for review and approval. The revised draft shall also be posted to the Web.

The Draft Plan shall include the following chapters:

- Introduction (including Background, Community History, Growth Trends, Need for the Study, Study Goals and Objectives)
- Public Involvement and Guiding Principles (including PIP, Community Participation, Public Meetings/Workshops summary and photos)
- Existing Traffic Conditions (with photos, tables, maps, and graphics)
- Future Conditions Deficiency Analysis (with tables, maps and graphics)
- Alternatives Analysis and Evaluation (including evaluation criteria, project rankings, maps, and conceptual drawings)

- Circulation Study Recommendations and Implementation Strategy
- Financial Plan / Planning Level Cost Estimates / Revenue Sources

The Contractor, in consultation with the Technical Team and AMATS Project Team, shall prepare a Final Circulation Study that reflects the changes requested by the reviewing bodies. The final Study shall include the recommended package of cost effective projects and related project details, evaluation criteria, and alternative packages of projects based on the sensitivity analysis, if needed. The report should include a description of each project, its evaluation ranking, preliminary (planning level) cost estimates, and maps and graphics adequate to convey the traffic circulation alternatives, and an implementation strategy.

All documents, reports, studies, and maps are to be produced and transferred to the Traffic Department in the formats specified in Section 1.3.5 of this RFP. The contractor will agree to transfer ownership and copyright of all information and materials produced for this project to the MOA.

7.2 Work Products and Deliverables Summary

Agency Review Draft Circulation Study

Presentation of Agency Review Draft Circulation Study to Technical Team, AMATS Project Team, citizen groups, as appropriate, and AMATS TAC Final Draft Circulation Study, with requested changes

Presentation of Final Draft Circulation Study to the Eagle River community at Public Meetings, and posted to the Web for public comment

Compilation and Summary of Public Comment

Presentation of Final Draft Circulation Study with Summary of Public Comment to P&Z Commission for information and to AMATS Policy Committee for review

Preparation of Final Circulation Study, incorporating changes requested by reviewing bodies, in consultation with Technical Team and AMATS Project Team,, & in format specified in Task 1.3.5, submitted to AMATS Project Team for acceptance

SECTION 4 – PROPOSAL AND SUBMISSION REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below. Proposals shall not exceed twenty-five (25) pages in length (excluding letter of transmittal, resumes, title page(s), and index/table of contents, attachments, or dividers). Information in excess of those allowed will not be evaluated/scored. One page shall be interpreted as one side of a single-lined, typed, 8 1/2" X 11", piece of paper.

4.1 Title Page

Show the RFP number and subject, the name of your firm, address, telephone number(s), name of contact person, and date.

4.2 Table of Contents

Clearly identify the materials by section and page number.

4.3 Letter of Transmittal--Limited to two (2) pages.

Briefly state your firm's understanding of the services to be performed and make a positive commitment to provide the services as specified.

Give the name(s) of the person(s) who are authorized to make representations for your firm, their titles, address, and telephone numbers.

The letter must be signed by a corporate officer or other individual who has the authority to bind the firm.

4.4 Firm's Experience in Transportation Planning and Modeling, Traffic Engineering, Urban Planning and/or Urban Design, CSS

Detail the firm's experience in transportation planning and TransCAD modeling; traffic engineering; urban planning and/or urban design; and context sensitive solutions (CSS) for central business and residential core districts for small urban areas, and the firm's adaptability to providing the required services. Provide at least three (3) references for which your firm has provided the same or similar services. Include a point of contact, telephone number, and a brief description of the services provided.

4.5 Identification and Qualifications of Key Project Staff and Sub-Consultants

Key personnel proposed to be assigned to the project, including the Contractor Team member(s) and Contractor Project Manager, shall be identified and their qualifications and experience shall be described. Area(s) of responsibility of key personnel for the project and the level of their commitment shall be identified. Current resumes for each identified key person shall be provided. For this project, the Municipality is seeking personnel with experience in transportation planning and TransCAD modeling; traffic engineering; urban planning and/or urban design; and context sensitive solutions for central business and residential core districts for small urban areas. If Proposer will rely on vendors (subcontractors) rather than staff for specific services anticipated for this contract, provide name of vendor, references for vendor, resumes for personnel assigned to this project, and length of time worked for Proposer. An organizational chart for this project shall be provided.

4.6 Project Methodology and Approach / Allocation of Resources

The proposer shall describe how the Scope of Work requirements (Section 3 of this RFP) will be undertaken for this project, by task. The methodology shall be described in sufficient detail to demonstrate the proposer's familiarity with this type of project. The methodology shall include development of a proposed public involvement plan to be developed and implemented by a professional Public Involvement Specialist; project work plan and schedule to undertake the work items, with Quality Control Process; and an indication of major project milestones. The Proposer shall describe the overall approach to include any special considerations that may be envisioned.

The Proposer shall provide a proposed project budget showing how the financial resources will be apportioned, by task, and the approximate share of hours for individuals primarily responsible for this project, including sub-contractors, by task. The budget shall include a line item for telephone calls and e-mail communications as necessary throughout the project.

4.7 Project Schedule and Firm Resources

This section shall address the Proposer's ability to complete the project within the time frame identified in Section 1.8. At a minimum, this section should address the following.

- Feasibility of completing the project within the proposed schedule.
- Identify potential issues that would delay the project schedule. Propose approaches to avoid and/or accommodate these delays.
- Describe resources available to the project team to accelerate and/or accommodate the provision of additional professional services to the project without delay to the schedule.

4.8 Contractor Location

Describe the firm's location where the primary services are to be provided and the ability to meet in person with Department personnel when required during the performance of the contract.

4.9 Fee Schedule

Provide a fee schedule for all services which may be required in the performance of this work. The fee schedule shall be all inclusive of overhead, G&A, fringe benefits, profit, insurance, etc.

SECTION 5 – EVALUATION CRITERIA AND PROCESS

5.1 Criteria

The criteria to consider during evaluations, and the associated point values, are as follows:

Evaluation Criteria	RFP Section	Possible Points
Firm's experience in transportation planning and TransCAD modeling; traffic engineering; urban planning and/or design; and context sensitive solutions (CSS) for central business and residential core districts for small urban areas	4.4	20
Key Project Staff and Sub-consultants' experience and time available for work on this project	4.5	20
Project Methodology & Approach / Allocation of Resources	4.6	40
Project Schedule and Firm Resources	4.7	15
Contractor Location	4.8	5
Total Points Available		100 points

5.2 Qualitative Rating Factor

Firms will be ranked using the following qualitative rating factors for each RFP criteria:

- 1.0 Outstanding
- .8 Excellent
- .6 Good
- .4 Fair
- .2 Poor
- 0- Unsatisfactory

The rating factor for each criteria category will be multiplied against the points available to determine the total points for that category.

EXAMPLE: For the evaluation of the experience factor if the evaluator feels the response as provided was "Good" they would assign a "qualitative rating factor" of .6 for that criterion. The final score for that criterion would be determined by multiplying the qualitative rating factor of .6 by the maximum points available (25) and the resulting score of 15 would be assigned to the experience factor. This process would be repeated for each criterion.

5.3 Evaluation Process

A committee of individuals representing the Municipality of Anchorage and the State Alaska Department of Transportation and Public Facilities will perform evaluation of the proposals. This committee will evaluate the submitted proposals and will rank them as submitted. The Municipality of Anchorage reserves the right to award a contract solely on the written proposal.

The Municipality also reserves the right to request oral (in-person or telephone) interviews with the highest ranked firms (short list). The purpose of the interviews with the highest ranked firms is to allow expansion upon the written responses. If interviews are conducted, a maximum of three firms will be short-listed. A second score sheet will be used to score those firms interviewed. The final selection will be based on the total of all evaluators' scores achieved on the second rating. The same categories and point ranges will be used during the second evaluation as for the first. The highest ranked proposer after the second scoring, if performed, may be invited to enter into final negotiations with the Municipality for the purposes of contract award.

SECTION 6 – SELECTION PROCESS

The Proposer with the highest total evaluation points may be invited to enter into contract negotiations with the Municipality of Anchorage. If an agreement cannot be reached, the second highest Proposer may be contacted for negotiations. This process may continue until successful negotiations are achieved. However, the Municipality of Anchorage reserves the right to terminate negotiations with any Proposer should it be in the Municipality of Anchorage's best interest. The Municipality of Anchorage reserves the right to reject any and all proposals submitted.

In the event that oral interviews are requested by the Municipality of Anchorage, the highest ranked Proposer after the second scoring may be invited to enter into final negotiations with the Municipality of Anchorage for the purposes of contract award. This solicitation does not guarantee that a contract will be awarded. This solicitation does not commit the Municipality of Anchorage to pay any costs incurred during proposal preparation, proposal presentation, to return submittals or to select any consultant who responds.

SECTION 7 – SAMPLE CONTRACT OR MINIMUM MANDATORY CONTRACT PROVISIONS

In addition to carefully reading all of the information in the RFP, all Proposers must carefully read and review the attached sample contract (ATTACHMENT A). The successful proposer shall be required to enter into a Contract with the Municipality of Anchorage, which will be substantially similar to the sample.

Therefore, the proposer must make any proposed changes to the sample Contract that the proposer desires. All changes must be made legibly and conspicuously in red ink on all copies submitted. Page(s) on which the change(s) appear must be tabbed as to be easily identified. The respondent must also provide the rationale for all changes.

IF NO CHANGES ARE MADE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SAMPLE CONTRACT. IF THE RESPONDENT MAKES CHANGES, SUCH CHANGES WILL BE CONSIDERED IN ANY NEGOTIATIONS WITH THE MUNICIPALITY OF ANCHORAGE. CHANGES MADE TO THE SAMPLE CONTRACT SHALL NOT BE CONSIDERED DURING PROPOSAL EVALUATIONS.

**ATTACHMENT A – DISADVANTAGED BUSINESS ENTERPRISE
PROGRAM (DBE) FORMS FOR MUNICIPALITY OF
ANCHORAGE PROJECT.**

ITB # _____ or RFP # _____ Project Name _____

To be eligible for award of this contract, the bidder/proposer must execute and submit, prior to award of contract, this statement relating to Disadvantaged Business Enterprises. Failure to complete and submit this statement, or the inclusion of a false statement, shall render the bid or proposal non-responsible.

The undersigned certifies that this bidder/proposer is aware of and will comply with Chapter 7.60 of the Anchorage Municipal Code and all applicable federal and state statutes and regulations concerning disadvantaged business participation in the Municipality's programs, and all regulations promulgated by the Office of Equal Opportunity D/WBE Officer under the authority of AMC 7.60.030 which are incorporated by reference as if fully set forth herein. Any inconsistencies between the code, statutes, or regulations and the DBE specifications for municipal contracts herein for this ITB or RFP shall be interpreted so as to provide the greatest opportunity for DBEs to participate in this solicitation.

We certify that should we be declared low bidder/best proposer we shall submit such data as required by the Municipality for award of a contract within the time limits set forth in the DBE Specifications for DOT-assisted Municipal Contracts unless otherwise specified by the Purchasing Officer.

Company Name

Principal's Signature

Company's DBE Program Liaison Officer

Principal's Title

False statements are punishable under Alaska Statutes Section 11.56.210.

TO BE SUBMITTED TO THE PURCHASING OFFICER PRIOR TO AWARD OF CONTRACT BY
THE SUCCESSFUL BIDDER OR PROPOSER.

Form 10-029

BIDDER'S LIST INFORMATION FORM

As a bidder or proposer on this federally-assisted DOT project

You are requested to provide the following information for your company whether or not you were the successful bidder/proposer on the project as required by 49 CFR 26.11:

ITB or RFP Number _____ Bid/Proposal Due Date to MOA _____

Name of Project _____

1. Firm name _____

2. Firm address _____

3. Firm's status as DBE or non-DBE (Please circle correct designation.)

4. Age of firm _____ 5. Annual gross receipts of firm _____

The same information is requested to be provided by you for every subcontractor who bid to you on this project, whether or not you used that subcontractor.

1. Firm name _____

2. Firm address _____

3. Is the firm a DBE or non-DBE? Please circle correct designation.

4. Age of firm _____ 5. Annual gross receipts of firm \$ _____

1. Firm name _____

2. Firm address _____

3. Is the firm a DBE or non-DBE? Please circle correct designation.

4. Age of firm _____ 5. Annual gross receipts of firm \$ _____

1. Firm name _____

2. Firm address _____

3. Is the firm a DBE or non-DBE? Please circle correct designation.

4. Age of firm _____ 5. Annual gross receipts of firm \$ _____

1. Firm name _____

2. Firm address _____

3. Is the firm a DBE or non-DBE? Please circle correct designation.

4. Age of firm _____ 5. Annual gross receipts of firm \$ _____

Form 10-032

Attachment 3-B

DBE Spec. for DOT contracts (Rev. 3/5/01)

ATTACHMENT B
SAMPLE CONTRACT

CONTRACT FOR PROFESSIONAL SERVICES

WITH _____

In consideration of the mutual promises herein, ANCHORAGE and _____ agree as follows. This contract consists of:

- A. Part I, consisting of 15 sections of Special Provisions;
- B. Part II, consisting of 11 sections of General Provisions;
- C. Appendix A, consisting of X pages;
- D. Appendix B, consisting of X pages;

PART I

SPECIAL PROVISIONS

Section 1.0 Definitions. In this contract:

- 1.1 "Administrator" means the Director of the Traffic Department or its designee.
- 1.2 "Anchorage" means the Municipality of Anchorage.
- 1.3 "Consultant" means _____.

Section 2.0 Scope of Services.

- 2.1 The Consultant shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this section by reference.
- 2.2 Anchorage shall not allow any claim for services other than those described in this section. However, the Consultant may provide, at its own expense, any other services that are consistent with this contract.

Section 3.0 Time for Performance.

- 3.1 This contract becomes effective when signed on behalf of Anchorage.
- 3.2 The Consultant shall commence performance of the work described in Section 2 upon receipt of written notice to proceed from the Administrator and complete that performance in accordance with the schedule set forth in Section 2.

Section 4.0 Compensation; Method of Payment.

4.1 Subject to the Consultant's satisfactory performance, Anchorage shall pay the Consultant no more than \$_____ in accordance with this section.

4.2 Anchorage shall pay the Contractor in accordance with the schedule of professional fees attached as Appendix B and incorporated herein by reference for services actually performed under this contract.

4.3 Each month the Consultant shall present a bill to the Administrator describing the work for which it seeks payment and documenting expenses and fees to the satisfaction of the Administrator. If any payment is withheld because the Consultant's performance is unsatisfactory, the Administrator must, within ten (10) days of the payment denial, notify the Consultant of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why.

4.4 The Consultant is not entitled to any compensation under this contract, other than is expressly provided for in this section.

4.5 As a condition of payment, the Consultant shall have paid all municipal taxes currently due and owing by the Consultant.

Section 5.0 Termination of the Consultant's Services.

The Consultant's services under Section 2 may be terminated:

5.1 By mutual consent of the parties.

5.2 For the convenience of Anchorage, provided that Anchorage notifies the Consultant in writing of its intent to terminate under this paragraph at least 10 days prior to the effective date of the termination.

5.3 For cause, by either party where the other party fails in any material way to perform its obligations under this contract. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to cure the default within thirty (30) days after receiving the notice.

Section 6.0 Duties Upon Termination.

6.1 If Anchorage terminates the Consultant's services for convenience, Anchorage shall pay the Consultant for its actual costs reasonably incurred in performing before termination. Payment under this subsection shall never exceed the total compensation allowable under Section 4. All finished and unfinished documents and materials prepared by the Consultant shall become the property of Anchorage.

6.2 If the Consultant's services are terminated for cause, Anchorage shall pay the Consultant the reasonable value of the services satisfactorily rendered prior to termination less any damages suffered by Anchorage because of the Consultant's failure to perform satisfactorily. The reasonable value of the services rendered shall never exceed the contract rate for such services, and payment under this subsection shall not exceed ninety percent (90%) of the total compensation allowable under Section 4. Any finished or unfinished documents or materials

prepared by the Consultant under this contract shall become the property of Anchorage at its option.

6.3 If the Consultant receives payments exceeding the amount to which it is entitled under subsections A or B of this section, he shall remit the excess to the Administrator within thirty (30) days of receiving notice to do so.

6.4 The Consultant shall not be entitled to any compensation under this section until the Consultant has delivered to the Administrator all documents, records, work product, materials and equipment owned by Anchorage and requested by the Administrator.

6.5 If the Consultant's services are terminated, for whatever reason, the Consultant shall not claim any compensation under this contract, other than that allowed under this section.

6.6 If a final audit has not been performed before the Consultant's services are terminated, Anchorage may recover any payments for costs disallowed as a result of the final audit.

6.7 Except as provided in this section, termination of the Consultant's services under Section 5 does not affect any other right or obligation of a party under this contract.

Section 7.0 Insurance.

7.1 The Contractor shall maintain in good standing the insurance described in this section. Before rendering any services under this contract, the Contractor shall furnish the Administrator with proof of insurance in accordance with of this section in a form acceptable to the Risk Manager for Anchorage.

The Contractor shall provide the following insurance:

7.1.1 \$500,000 Employer's Liability and Workers' Compensation as required by Alaska Statute.

7.1.2 Commercial Automobile Liability per occurrence in the amount of \$500,000 single limit to include: owned, hired, and non-owned.

7.1.3 Commercial General Liability in the amount of \$1,000,000 (lower limit of \$500,000 may be acceptable for a sole proprietor with no employees) combined single limit to include:

Premises Operations

Products and Completed Operations

Blanket Contractual

Broad from Property Damages

Independent Contractors

Personal Injury

7.2 Each policy of insurance required by this section shall provide for no less than thirty (30) days' advance notice to Anchorage prior to cancellation.

7.3 With the exception of Worker's Compensation policy each policy shall name the Municipality as an additional insured and the actual policy endorsement shall accompany each Certificate of Insurance.

7.4 General Liability and Automobile policies shall be endorsed to waive all rights of subrogation against the Municipality of Anchorage by reason of any payment made for claims under the above coverage. This policy endorsement should accompany each Certificate of Insurance.

Section 8.0 Assignments.

Unless otherwise allowed by this contract or in writing by the Administrator, any assignment by the Consultant of its interest in any part of this contract or any delegation of duties under this contract shall be void, and an attempt by the Consultant to assign any part of its interest or delegate duties under this contract shall give Anchorage the right immediately to terminate this contract without any liability for work performed.

Section 9.0 Ownership; Publication, Reproduction and Use of Material.

9.1 Except as otherwise provided herein, all data, documents and materials produced by the Consultant under this contract shall be the property of Anchorage, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Exclusive rights shall not be attributed to portions of such materials presently in the public domain or which are not subject to copyright.

9.2 Equipment specifically purchased by the Consultant with contract funds shall be the sole property of Anchorage marked and inventoried as such with a copy of the inventory forwarded to Anchorage.

Section 10.0 Notices.

Any notice required pertaining to the subject matter of this contract shall be either sent via facsimile (FAX) or mailed by prepaid first class registered or certified mail, return receipt requested to the following addresses:

Anchorage: Municipality of Anchorage
Traffic Department
P.O. Box 196650
Anchorage, AK 99519-6650 FAX: (907) 343-8488

Consultant: _____

Notices are effective upon the earlier of receipt, proof of good transmission (facsimiles only), or five (5) days after proof of proper posting.

Section 11.0 Contract Budget.

In connection with its performance under this contract the Consultant shall not make expenditures other than as provided in the contract budget.

Section 12.0 Force Majeure.

12.1 Any failure to perform by either party due to force majeure shall not be deemed a violation or breach hereof.

12.2 As used in this contract, force majeure is an act of substantial magnitude, beyond the control of the delayed party, which delays the completion of this contract, including without limitation;

12.2.1 Any interruption, suspension or interference resulting solely from the act of Anchorage or neglect of Anchorage not otherwise governed by the terms of this contract.

12.2.2 Strikes or work stoppages.

12.2.3 Any interruption, suspension or interference with the project caused by acts of God, or acts of a public enemy, wars, blockades, insurrections, riots, arrests or restraints of governments and people, civil disturbances or similar occurrences.

12.2.4 Order of court, administrative agencies or governmental officers other than Anchorage.

Section 13.0 Financial Management System.

The Consultant shall establish and maintain a financial management system that:

13.1 Provides accurate, current, and complete disclosure of all financial transactions relating to the contract;

13.2 Maintains separate accounts by source funds for all revenues and expenditures and identifies the source and application of funds for the Consultant's performance under this contract, including information pertaining to subcontracts, obligations, unobligated balances, assets, liabilities, outlays and income;

13.3 Effectively controls and accounts for all municipal funds and contract property;

13.4 Compares actual expenditures with budgeted amounts and relates financial information to performance or productivity data including unit cost information where applicable;

- 13.5 Allocates administrative costs to direct service delivery units;
- 13.6 Minimizes the time between receipt of funds from Anchorage and their disbursement by the Consultant;
- 13.7 Provides accounting records supported by source documentation; and
- 13.8 Provides a systematic method assuring the timely and appropriate resolution of audit findings and recommendations.

Section 14.0 Funding Requirements.

In the event that any funding source for this contract should impose additional requirements upon Anchorage for the use of those funds, the Consultant agrees to abide by those additional requirements immediately upon receipt of written notice thereof from Anchorage.

Section 15.0 Subcontracts.

The Consultant may enter into subcontracts for the purchase of goods and services necessary for the performance of this contract provided:

- 15.1 Every subcontract shall be reduced to writing and contain a precise description of the services or goods to be provided and the nature of the consideration paid therefore.
- 15.2 Every subcontract under which the Consultant delegates the provision of services shall be subject to review and approval by the Administrator before it is executed by the Consultant.
- 15.3 Every subcontract in an amount exceeding \$1,000.00 shall require reasonable access to business records of the sub-consultant relating to the purchase of goods or services pursuant to the subcontract.

PART II

GENERAL CONTRACT PROVISIONS

Section 1.0 Relationship of Parties.

The Consultant shall perform its obligations hereunder as an independent Consultant of Anchorage. Anchorage may administer the contract and monitor the Consultant's compliance with its obligations hereunder. Anchorage shall not supervise or direct the Consultant other than as provided in this section.

Section 2.0 Nondiscrimination.

2.1 The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Consultant agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2.2 The Consultant shall state, in all solicitations or advertisements for employees to work on contract jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.

2.3 The Consultant shall comply with any and all reporting requirements that may apply to it that the Anchorage Office of Equal Employment Opportunity Contract Compliance may establish by regulation.

2.4 The Consultant shall include the provisions of subsections A through C of this section in every subcontract or purchase order under this contract, so as to be binding upon every such sub-consultant or vendor of the Consultant under this contract.

2.5 The Consultant shall comply with all applicable federal, state and municipal laws concerning the prohibition of discrimination including, but not limited to Title 5 and Title 7, Chapter 7.50 of the Anchorage Municipal Code.

Section 3.0 Permits, Laws and Taxes.

The Consultant shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this contract. All actions taken by the Consultant under this contract shall comply with all applicable statutes, ordinances, rules and regulations. The Consultant shall pay all taxes pertaining to its performance under this contract.

Section 4.0 Nonwaiver.

The failure of either party at any time to enforce a provision of this contract shall in no way constitute a waiver of the provision, nor in any way affect the validity of this contract or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

Section 5.0 Amendment.

5.1 This contract shall only be amended, modified or changed by in writing, executed by authorized representatives of the parties, with the same formality as this contract was executed.

5.2 For the purposes of any amendment modification or change to the terms and conditions of this contract, the only authorized representatives of the parties are:

Consultant: _____

Anchorage: **Mayor, Municipal Manager or Authorized Designee**

5.3 Any attempt to amend, modify, or change this contract by either an unauthorized representative or unauthorized means shall be void.

Section 6.0 Jurisdiction; Choice of Law.

Any civil action rising from this contract shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Anchorage. The law of the State of Alaska shall govern the rights and obligations of the parties under this contract.

Section 7.0 Severability.

Any provision of this contract decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the contract.

Section 8.0 Integration.

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto.

Section 9.0 Liability.

The Contractor shall indemnify, defend, save and hold Anchorage harmless from any and all claims, lawsuits or liability, including attorney fees and costs, allegedly arising out of loss, damage or injury to persons or property or from any wrongful or negligent act, error or omission of Contractor, Contractor's agents, employees, subcontractors or invitees, occurring during the course of, or as a result of the Contractor's, Contractor's agents, employees, contractors, subcontractors or invitees performance pursuant to this contract.

Section 10.0 Inspection and Retention of Records.

The Consultant shall, at any time during normal business hours and as often as Anchorage may deem necessary, make available to Anchorage, for examination, all of its

records with respect to all matters covered by this contract for a period ending three years after the date the Consultant is to complete performance in accordance with Section 2 of the Special Provisions. Upon request, and within a reasonable time, the Consultant shall submit such other information and reports relating to its activities under this contract, to Anchorage, in such form and at such times as Anchorage may reasonably require. The Consultant shall permit Anchorage to audit, examine and make copies of such records, and to make audits of all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by this contract. Anchorage may, at its option, permit the Consultant to submit its records to Anchorage in lieu of the retention requirements of this section.

Section 11.0 Availability of Funds.

Payments under this contract require funds from future appropriations and are subject to future appropriations. If sufficient funds are not appropriated for payments required under this contract, this contract shall terminate without penalty to Anchorage and Anchorage shall not be obligated to make payments under this contract beyond those which have previously been appropriated.

IN WITNESS WHEREOF, the parties have executed this contract on the date and at the place shown below.

SIGNATURES WILL BE DETERMINED AFTER NEGOTIATIONS