



	Approved	Denied
Date Action Taken:	6/9/08	
Other:		
Verified by:	Hornites	

**WASILLA CITY COUNCIL ACTION MEMORANDUM**

**AM No. 08-38**

**TITLE: CONTRACT AWARD TO R&M CONSULTANTS, INC. IN THE AMOUNT OF \$284,077 FOR KINK-GOOSE BAY ROAD AND FERN STREET INTERSECTION IMPROVEMENTS ENGINEERING DESIGN SERVICES.**

Agenda of: June 9, 2008  
 Originator: Public Works Director

Date: May 29, 2008

Route to:	Department	Signature/Date
	Police Chief Youth Court, Dispatch, Code Compliance	
	Culture and Recreation Services Director Library, Museum, Sports Complex	
X	Public Works & Recreation Facility Maintenance Director	<i>[Signature]</i> 5/29/08
X	Finance, Risk Management & MIS Director Purchasing	<i>[Signature]</i> CFO
X	Deputy Administrator Planning, Economic Development, Human Resources	<i>[Signature]</i>
X	City Clerk	<i>[Signature]</i>

**REVIEWED BY MAYOR DIANNE M. KELLER:** \_\_\_\_\_

**FISCAL IMPACT:**  yes \$284,077 or  no Funds Available  yes  no

Account name/number: Traffic Signals/160-4320-432.45-36

Attachments: RFP, Evaluation, R&M Proposal, CIP Detail Sheet

**SUMMARY STATEMENT:** This project was advertised through a Request for Proposal dated February 1, 2008. The attached evaluation summary shows the final rankings of each firm. The evaluation team included a State of Alaska Department of Transportation and Public Facilities Traffic Engineer and Mat-Su Borough Transportation Planner. This contract is being funded through a \$300,000 Legislative Grant appropriated for the City of Wasilla last year. The Legislature included \$1.2 million of construction funding in the FY09 State budget for this project.

This project is needed to allow for the future connection of Fern Street to Edlund Road. Planning for this project has included the Borough's Road Service Area Board, Borough Planners, and State Engineers. The preliminary engineering phase will require a Traffic Impact Analysis to determine if a traffic signal is warranted. The R&M

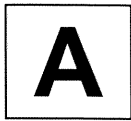
contract will be performed on a time & materials basis. The R&M Proposal uses a conservative estimate of time required to complete each task, to account for variations in analyses that may be needed depending on review comments by State engineers. Each task will need to be reviewed and approved by State of Alaska Department of Transportation and Public Facility engineers to verify consistency with State and Federal Highway Design Standards.

**ACTION:** Authorize the Mayor to execute an engineering contract with R&M Consultants, Inc. in the amount of \$284,077 for Knik-Goose Bay Road and Fern Street Intersection Improvements engineering design services.

# REQUEST FOR PROPOSALS PACKAGE

(Procurement per Wasilla Municipal Code (WMC) Chapter 5.08)

PART



## TABLE OF CONTENTS

- Part A – Request for Proposals (RFP)
- Part B – Submittal Checklist
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- Part D – Proposal Form
- Part E – Indemnification & Insurance
- Part F – Pre-Audit Statement
- Part G – Proposed Statement of Services
- Part H – Professional Services Contract (Sample)

### Proposed Statement of Services

The City of Wasilla is requesting proposals and intends to select a qualified firm or individuals interested in providing engineering services for both the preliminary and final design phases, and the bidding phase for **Knik-Goose Bay Road/Fern Street Intersection Improvements**. City, Borough and State traffic planners recently met regarding the connection of Fern Street to Edlund Road. The borough's extension of Fern Street is nearly complete. State DOT engineers are requiring traffic improvements up to and including a traffic signal at Knik-Goose Bay Road and Fern Street before the Fern Street/Edlund Road connection can be permitted.

## ISSUING OFFICE

Agency Contact & Phone No ..... : William Miller, Purchasing/Contracting Officer, (907) 373-9047  
 Contracting Department..... : City of Wasilla, Department of Public Works

## PROJECT

**RFP NUMBER** ..... : 0691-0-2008/WM  
 Project Numbers-State/Federal ..... : XXXXXX  
 Project Site (City, Village, etc.) ..... : Wasilla, Alaska  
 Project Title & Contract Description..... : **Knik-Goose Bay Road/Fern Street Intersection Improvements**  
 Preliminary/Final Design and Construction Bidding.

The project will be funded with a FY2008 State of Alaska Designated Legislative Grant and the design will be done to DOT&PF standards and procedures.

## SCHEDULE & PAYMENT

Anticipated period for performance-Begin/End: May 2008 through September 2008

### Estimated amount of proposed contract:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> less than \$100,000    | <input type="checkbox"/> \$100,000 to \$150,000   | <input checked="" type="checkbox"/> \$150,000 to \$250,000 |
| <input type="checkbox"/> \$250,000 to \$500,000 | <input type="checkbox"/> \$500,000 to \$1,000,000 | <input type="checkbox"/> \$1,000,000 or greater            |
- Proposed Method(s) of Payment:**
- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Fixed Price Plus Expenses (FPPE) | <input type="checkbox"/> Firm Fixed Price (FFP) | <input checked="" type="checkbox"/> Cost Plus Fixed Fee (CPFF) |
|   | <input type="checkbox"/> Other:                 |  |

## SUBMITTAL DEADLINE AND LOCATION

*OFFERORS ARE RESPONSIBLE TO ASSURE DELIVERY PRIOR TO DEADLINE (WMC 5.08.120(B)). ONLY PROPOSALS RECEIVED PRIOR TO THE FOLLOWING DATE AND TIME WILL BE OPENED.*

**DATE: March 11, 2008      PREVAILING TIME: 2:00 PM**

**HAND DELIVER ONLY TO FOLLOWING LOCATION:**

**William A. Miller  
 Purchasing/Contracting Officer  
 290 E. Herning Avenue  
 Wasilla, AK 99654**

**IMPORTANT NOTICE:** A firm that submits a proposal **MUST** be on the official City of Wasilla plansholder list which is maintained at [http://www.demandstar.com/supplier/bids/agency\\_inc/bid\\_list.asp?f=search&mi=712050](http://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=712050). Failure of a firm to be on the list will be cause for their proposal to be deemed non-responsive. In addition, any copies of this proposal, attachments or addendums obtained from any source other than [www.cityofwasilla.com/purchasing](http://www.cityofwasilla.com/purchasing) or the City of Wasilla Purchasing Officer are not valid.

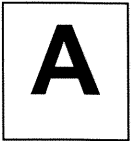
## SELECTION PROCEDURE

1. Competitive Sealed Proposals will be evaluated by a committee (WMC 5.08.120(E)). Evaluation of responses to criteria set forth in Part C results in a numerical score for each proposal. Each criterion in Part C has an assigned weight for this RFP which demonstrates its relative importance. The total of all weights is 100 (100%). Each one-percent weight equates to a range of 0-5 points per Evaluator. The maximum points (score) obtainable for any proposal is equal to the product of 500 multiplied by the number of Evaluators.
2. Scoring of proposals will be accomplished as follows:
  - 2.1 Each Evaluator will individually read and rate each Offeror's response to each criterion described in Part C - Section I - Technical Proposal. Ratings will be based solely on contents of proposal and per the City of Wasilla's standard Instructions for Evaluation Committee. Except as may be stated within any criterion description in Part C, a rating of "5" = Best Response from all Offerors; "4" to "1" = Progressively Less Responsive; "0" = Non-Responsive. Ratings are multiplied by the assigned weights for each criterion to obtain criteria scores.
  - 2.2 After scoring Part C - Section I - Technical Proposal, criteria scores for Part C - Section II - Preferences, and Section III - Price (if applicable), will be determined as stated within such criteria descriptions.
  - 2.3 After completion of individual ratings, the Evaluation Committee will meet to discuss proposals. Evaluators may then alter their ratings, however, any changes shall be based solely on the criteria set forth in Part C.
  - 2.4 The total score for each Offeror will be obtained by summing the scores determined for each criterion in Sections I, II and III of Part C. The order of ranking for negotiations shall be as follows: highest scored Offeror will be ranked first, next highest scored second, and etcetera.
3. Evaluators may discuss factual knowledge of, and may investigate Offerors' and proposed Subcontractors' prior work experience and performance, including projects referenced in proposal, available written evaluations, etcetera, and may contact listed references or other persons knowledgeable of a Contractor's and/or a Subcontractor's past performance. Factors such as overall experience relative to the proposed contract, quality of work, control of cost, and ability to meet schedules may be addressed. If any issues of significant concern to the proposed contract are discovered, the Committee may:
  - 3.1 Provide written recommendations for consideration during contract negotiations;
  - 3.2 Recommend suspension of the Offeror from consideration for award of the contract (WMC 5.08.120(E)); or
  - 3.3 Conduct discussions in accordance with paragraph 4, below.
4. The Committee may decide to conduct discussions (or "interviews") with responsible Offerors whose proposals are determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements (5.08.120(E)). Offerors selected by the Committee for discussions may be permitted to submit Best and Final Offers (BAFO) for final Committee Evaluation. After discussions and any BAFO's, Evaluators will determine the final scoring and ranking for contract negotiations by evaluating written and oral responses using only the criteria set forth in Part C of this RFP.
5. All Offerors will be advised of the Offeror selected for negotiation and, after completion of negotiations, a Notice of Intent to Award will be provided to all Offerors. If contract negotiations are unsuccessful with Offeror(s) selected for negotiation, the City may either cancel the solicitation or negotiate with other Offerors in the order of ranking.



## NOTICES

1. The City of Wasilla is an equal opportunity employer.
2. Copies of contract documents are available in Part H of this solicitation.
3. Offerors are specifically advised that a contract shall not be in effect until a written agreement is authorized by the Wasilla City Council and executed by the Mayor. The City shall not be liable for any cost incurred by an Offeror in response to this solicitation, including any work done, even in good faith, prior to execution of a contract and issuance of a Notice to Proceed.
4. The City expressly reserves the right to waive minor informalities, negotiate changes or reject any and all proposals and to not award the proposed contract, if in its best interest. "Minor Informalities" means matters of form rather than substance which are evident from the submittal, or are insignificant matters that have a negligible effect on price, quantity, quality, delivery, or contractual conditions and can be waived or corrected without prejudice to other Offerors (WMC 5.08.120(D)).
5. The proposal selected for award shall be open for public inspection (WMC 5.08.120(F)) after a Notice of Intent to Award is issued. Offerors should not include proprietary information in proposals if such information should not be disclosed to the public. Any language within a submittal purporting to render all or portions of a proposal confidential will be disregarded.
6. Substitution for any personnel named in a proposal may result in termination of negotiations.
7. If it is discovered that a selected Offeror is in arrears on taxes due the City of Wasilla or State of Alaska, a contract may not be awarded until the City of Wasilla Department of Finance or Alaska Department of Revenue approves the payment provisions for the contract.
8. **Offerors and proposed subcontractors shall be in compliance with the statutory requirements for Alaska, City of Wasilla and Matanuska-Susitna Borough licensing included in the certification statement on Page 2 of Part D in this RFP package. Non-compliance shall result in rejection of proposal.**
9. **PRICE COMPETITION:** Price will not be an Evaluation Criterion for this RFP unless the services required are repetitious in nature, and the nature and amount of services required are thoroughly defined by measurable and objective standards to reasonably enable firms or persons making proposals to compete with a clear understanding and interpretation of the services required. Also, a majority of the evaluation committee must be registered in Alaska to perform architectural, engineering, or land surveying services.
  - 9.1 If services may be performed by other than A/E or LS, then all Offerors including any A/E or LS must provide Price Proposals.
10. An audit of the selected Offerors' and proposed Subcontractors' cost accounting systems and business records may be required to ascertain if systems are adequate for segregating contract costs; to establish a maximum allowable Indirect Cost Rate for the Agency's negotiator; and to investigate the accuracy of proposed labor rates and unit prices. In order not to unduly delay contract negotiation or award, be prepared to submit Pre-Audit Statement, DOT&PF Form 25A257 immediately for your firm and any subcontract which may exceed \$100,000. If selected for negotiation, failure to submit properly completed Pre-Audit Statement(s) in a timely manner may disqualify an Offeror from further consideration. Information from Pre-Audit Statements and any Audit conducted for the CITY OF WASILLA is considered proprietary and will be confidential.
11. Standard insurance provisions for Worker's Compensation, General and Automobile Liability, and Professional Liability are contained in Part E, Indemnification and Insurance. Coverages may be modified under very limited circumstances. Offeror should not assume any modification of coverages.
12. Professional Liability Insurance for the proposed contract is required as shown on Part E.



13. The proposed contract will be a Federally Assisted Program of the U.S. Department of Transportation. The Offeror shall insert the following notification in all subcontract solicitations for bids or proposals pertinent to this RFP:

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

14. Pre-proposal Conference:  None  As follows:

15. Special Notices:  
NONE

# SUBMITTAL CHECKLIST

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

**Prime Contractor shall have a current Alaska Business License, City of Wasilla Business License, and Matanuska Susitna Borough Business License on date of submittal, reference item 1, page 2, Part D.**

- [ ] 1. Offerors must carefully review this RFP Package for defects and questionable material and become familiar with submittal requirements. Submit written comments to the address shown under "Submittal Deadline and Location" on page 1 of Part A - RFP. Substantive issues will be addressed in a written addendum to all RFP recipients on record. Failure to comply with directions may result in lower score and may eliminate a submittal from consideration.
- [ ] 2. Review Part A - RFP and the proposed Statement of Services and any other attached or referenced materials. If no Statement of Services is attached, telephone the Purchasing/Contracting Officer identified on page 1 of Part A.
- [ ] 3. Review Part C - Evaluation Criteria. Read each criterion in light of the proposed Statement of Services. Note any project specific criteria which may have been added or any changes to standard criteria descriptions which may have been made. Be aware of the assigned weight for each criterion. If a weight is not entered for any criterion on Part C, notify the Purchasing/Contracting Officer. Plan your proposal to address the applicable criteria. Criteria Responses shall not exceed the number of pages stated below.
- [ ] 4. Prepare a distinct Response for each criterion that has a weight more than zero. Failure to respond directly to any criteria weighted more than zero will result in an evaluation score of zero for that criteria. Any Responses to criteria weighted zero will be disregarded. Acceptable Responses must be specific and directly related to the City's proposed Statement of Services. Marketing brochures, federal standard forms 254 and 255, marketing resumes, and other non-project specific materials will be discarded without evaluation and should not be submitted.
- [ ] 5. **Each criterion Response must be titled, numbered and assembled in the order in which the criteria are listed in Part C**, so the criterion to which information applies shall be plainly evident. Material not so identified or assembled may be discarded without evaluation.
- [ ] 6. Price  is  is not an evaluation criterion for the proposed contract.
- [ ] 7. Complete all entries on Part D - Proposal Form. Note the statutory requirements for Alaska Licenses and be sure to sign and date the Certification. Copies of licenses shall be provided with submittal.
- [ ] 8. Attach Criteria Responses to Part D - Proposal Form. The maximum number of attached pages (**each printed side equals one page**) for Criteria Responses shall not exceed: **20 PAGES**. Attached page limit does not include the three-page Part D - Proposal Form or any Billing Rates or Price Proposals.
- Criteria Responses shall be presented in **8-1/2" X 11" format**, except for a minimal number of larger sheets (e.g. 11" x 17") that may be used (e.g. for schedules) if they are folded to 8-1/2" X 11" size. Large sheets will count as multiple pages at 93.5 square inches or fraction thereof per page, unless otherwise noted.
- CAUTION:** Criteria Responses which do not comply with the required page limit or presentation size, may result in disqualification. Further, small print or typeface that is difficult to read may negatively influence evaluation of your submittal and affect scoring for "Quality of Proposal."

CHECKLIST IS CONTINUED NEXT PAGE

- [ ] 9. Parts A, B and C of Form 25A270 and the proposed Statement of Services shall not be returned to the CITY OF WASILLA. **Submittals shall consist of the following applicable items assembled as follows and in the order listed:**
- [ ] 9.1. Completed Part D - Proposal Form (generally at least one copy with original signature) and Responses to all evaluation criteria attached. Each copy shall be fastened with one staple in the upper left corner. No other form of binding shall be used and no cover and no transmittal letter will be included. **CAUTION:** Failure to comply with this instruction will negatively influence evaluation of Submittal.
- [ ] 9.2 Number of copies of Part D (**both pages**) and Criteria Responses required is: **Five (5)**
- [ ] 9.3 Pre-Audit Statement, DOT&PF Form 25A257, shall **not** be provided with Submittal. (See Notice #10 on page 3 of Part A - RFP.)
- [ ] 9.4 **CAUTION:** If you replicate (other than by photocopy) Part D or any form in lieu of completing the forms provided by the City of Wasilla, provide a signed certification that lists such forms and attests that they are exact replicas of that issued by the City of Wasilla. Changed forms may result in rejection at the City of Wasilla's discretion. Any alteration - other than completion of the required entries - may be cause for rejection without recourse.
- [ ] 10. Deliver **submittals in one sealed package** to the location and before the submittal deadline cited in Part A - RFP. **Mark the outside of the package** to identify the Project and the Offeror. Proposals must be received prior to the specified date and time. Late proposals will not be opened (WMC 5.08.120(D)).



# EVALUATION CRITERIA

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

## SECTION I - TECHNICAL PROPOSAL

### 1. Objectives and Services

1. Weight: 20

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

### 2. Methods

2. Weight: 15

Response must outline the methods for accomplishing the proposed contract or, if methodology is contained in the proposed Statement of Services, address its adequacy. Describe what, when, where, how, and in what sequence the work will be done. Identify the amount and type of work to be performed by any Subcontractors. Consider how each task may be carried out; what services or interaction required from/with the City of Wasilla; etcetera. Suggest alternatives, if appropriate. Identify any **distinct and substantive qualifications** for undertaking the proposed contract such as the availability of specialized equipment or unique approaches or concepts **relevant to the required services** which the firms may use.

### 3. Management

3. Weight: 15

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

### 4. Proposed Project Staff

4. Weight: 15

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

1. Contract Manager (contract compliance)
2. Project Manager (single point-of-contact directly engaged in contract performance)
3. Lead Civil Designer (engineer who will lead design effort)
4. Traffic Analyst (engineer will perform traffic impact analysis) TIA

\*All personnel acting in responsible charge for all Land Surveying, Architectural and Engineering functions require Alaska Registration.

Continued Next Page

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

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

#### 5. Workload and Resources

5. Weight: 10

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

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

#### 6. Business History

6. Weight: 10

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

#### 7. Quality of Proposal

7. Weight: 10

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

#### 8. Disadvantaged Business Enterprises

23 CFR 172.5(e)

8. Weight: 0

**Weight shall be at least "10" for FHWA or FAA funded contracts.**

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

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

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

## SECTION II - PREFERENCES

**9. Geographic Location**

Weight shall be "0" if any federal funding EXCEPT if services must be performed by licensed Architects, Engineers or Land Surveyors, then Weight shall be greater than "0", regardless of funding sources.

**11. Weight: 10**

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

*Response will be scored: Rating x Number of Evaluators x Weight = Criterion Score. Rating will be as follows:*

*Assign a rating of "5" if the Project Manager's office is located within 25 radial miles of the project site.*

*Assign a rating of "4" if the Project Manager's office is located within 50 radial miles of the project site.*

*Assign a rating of "3" if the Project Manager's office is located within 75 radial miles of the project site.*

*Assign a rating of "2" if the Project Manager's office is located within 100 radial miles of the project site.*

*Assign a rating of "1" if the Project Manager's office is located over 250 radial miles from the project site.*



# PROPOSAL FORM

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

## PROJECT

Project Numbers-State/Federal ..... : XXXXXXXX  
 Project Title ..... : **Knik-Goose Bay Road/Fern Street Intersection Improvements**  
 RFP No. 0691-0-2008/WM

## OFFEROR (CONTRACTOR)

Contractor ..... :  
 Street..... :  
 P.O. Box..... :  
 City, State, Zip ..... :  
 Alaska Business License Number ..... : *License is a prerequisite to Proposal.*  
 Federal Tax Identification No. .... :  
 DOT&PF DBE Certification No. (if any) ..... : Not Applicable to this Solicitation  
 Individual(s) to sign contract ..... :  
 Title(s) ..... :  
 Type of business enterprise (check one)..... :  Corporation in the state of ...:  
 Individual  Partnership  Other(specify)..... :

## ALASKA STATUTORY PREFERENCES (IF NO FEDERAL FUNDING)

Check the applicable preferences that you claim for the proposed contract (reference Criteria 12, 13 & 14 in Part C):  
 Local Bidder

## PROPOSED SUBCONTRACTOR(S)

<u>Service, Equipment, etc.</u>	<u>Subcontractor &amp; Office Location</u>	<u>COW Business License No.</u>	<u>DOT&amp;PF DBE Certification No.</u>
			Not applicable to this Solicitation

## CERTIFICATIONS

I certify: that I am a duly authorized representative of the Contractor; that this Submittal accurately represents capabilities of the Contractor and Subcontractors identified herein for providing the services indicated; and, that the requirements of the Certifications on page 2 of this Part D for 1) Alaska Licenses/Registrations, 2) Insurance, 3) Cost and Pricing Data, and 4) Federal-Aid Contracts exceeding \$100,000 - will be complied with in full. These Certifications are material representations of fact upon which reliance will be placed if the proposed contract is awarded. Failure to comply with these Certifications is a fraudulent act. The City of Wasilla is hereby authorized to request any entity identified in this proposal to furnish information deemed necessary to verify the reputation and capabilities of the Contractor and Subcontractors. This proposal is valid for at least ninety days.

Signature ..... : \_\_\_\_\_  
 Name ..... : \_\_\_\_\_ Date: \_\_\_\_\_  
 Title..... : \_\_\_\_\_ Telephone (voice): \_\_\_\_\_  
 (fax): \_\_\_\_\_  
 Email Address: \_\_\_\_\_

## CERTIFICATION FOR BUSINESS LICENSES AND REGISTRATIONS

PART

**D**

Contractor and all Subcontractors shall comply with the following applicable requirements of Alaska Statutes:

1. **Business Licenses** – Copies of the following business licenses shall be included with the proposal:
  - a. State of Alaska Business License.
  - b. City of Wasilla Business License
  - c. Matanuska-Susitna Borough Business License
2. **Certificate of Registration** for each individual to be in "responsible charge" (AS 08.48.341(14)) for Architecture, Engineering or Land Surveying (Form 08-2407 issued under AS 08.48.211) issued prior to submittal of proposal. Associates, consultants, or specialists under the supervision of a registered individual in "responsible charge" are exempt from registration requirements (AS 08.48.331).
3. **Certificate of Authorization for Corporate Practice** for incorporated Contractors and incorporated Subcontractors for Architecture, Engineering or Land Surveying (Form 08-2407 issued under AS 08.48.241). Corporations offering to provide Architectural, Engineering or Land Surveying services do not need to be registered for such disciplines at the time proposal is submitted provided they obtain corporate registration before contract award (AS 08.48.241).
4. **Certificate of Incorporation** (Alaska firms) or **Certificate of Authorization for Foreign Firm** ("Out-of-State" firms). All corporations, regardless of type of services provided, must have one of the certificates (AS 10.06.218 and other sections of Title 10.06 - Alaska Corporations Code).
5. **Current Board of Director's Resolution** for incorporated Contractors and incorporated Subcontractors for Architecture, Engineering or Land Surveying (reference AS 08.48.241) which names the person(s) designated in "responsible charge" for each discipline. Such persons shall be licensed in Alaska and shall participate as project staff in the Contract/Subcontracts.
6. **All partners** in a Partnership to provide Architectural, Engineering, or Land Surveying **must be legally registered in Alaska** prior to submittal of proposal for at least one of those disciplines (AS 08.48.251) which the Partnership offers.
7. **Joint Ventures**, regardless of type of services provided, must be licensed/registered in the legal name of the Joint Venture as used in this proposal (AS 43.70.020 and 43.70.110(4)).
8. **Contracts for Architecture, Engineering or Land Surveying** may not be awarded to individuals, corporations or partnerships not in compliance, respectively, with the provisions of paragraph 2, 3, and 6, above (AS 39.90.100).

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

### CERTIFICATION FOR INSURANCE

Contractor will ensure that it and all Subcontractors have insurance coverage to effectuate the requirements of Part E, Indemnification and Insurance.

### CERTIFICATION - COST AND PRICING DATA

In accordance with AS 36.30.400, any cost and pricing data submitted herewith, or in any future price proposals for the proposed contract, will be accurate, complete and current as of the date submitted and will continue to be accurate and complete during the performance of the contract, if awarded.

# INDEMNIFICATION AND INSURANCE

CONTRACTOR shall include the provisions of this form in all subcontracts which exceed \$25,000 and shall ensure Subcontractor's compliance with such provisions.

## ARTICLE E1 INDEMNIFICATION

E1.1 The CONTRACTOR shall indemnify, hold harmless, and defend the CITY OF WASILLA from and against any claim of, or liability for negligent acts, errors or omissions of the CONTRACTOR under this Agreement. The CONTRACTOR shall not be required to indemnify the CITY OF WASILLA for a claim of, or liability for, the independent negligence of the CITY OF WASILLA. If there is a claim of, or liability for, the joint negligent error or omission of the CONTRACTOR and the independent negligence of the CITY OF WASILLA, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "CONTRACTOR" and "CITY OF WASILLA", as used within this article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "Independent Negligence" is negligence other than in the CITY OF WASILLA's selection, administration, monitoring, or controlling of the CONTRACTOR and in approving or accepting the CONTRACTOR's Work.

E1.2 The CONTRACTOR shall exercise that degree of skill, care and judgment commensurate with the professional standards for the services of a similar nature. When such standards are in dispute, they shall be established by a panel of three qualified, impartial professionals objectively selected and appointed by the Appeals Officer.

E1.3 The CONTRACTOR shall correct, through re-performance at its expense, any services which are deficient or defective because of the CONTRACTOR's failure to perform said services in accordance with professional standards, provided the CITY OF WASILLA has notified the CONTRACTOR in writing within a reasonable time, not to exceed 60 days, of the discovery of any such deficiency during the performance of the services and within 12 months of the date of final payment under this Agreement.

## ARTICLE E2 INSURANCE

E2.1 Without limiting the CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall purchase at its own expense and maintain in force at all times for the duration of this Agreement, plus one year following the date of final payment, the following policies

of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the CONTRACTOR's policy contains higher limits, the CITY OF WASILLA shall be entitled to coverage to the extent of such higher limits. Certificates of insurance must be furnished to the CITY OF WASILLA and incorporated into this Agreement with copies attached to this document. Certificates must provide for the CITY OF WASILLA to receive notice of any policy cancellation or reduction. Failure to furnish certificates of insurance or lapse of the policy is a material breach and grounds for termination of the CONTRACTOR's services and may preclude other Agreements between the CONTRACTOR and the CITY OF WASILLA.

E2.1.1 Worker's Compensation Insurance: The CONTRACTOR shall provide and maintain, for all employees engaged in work under this Agreement, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal USL&H and Jones Act requirements. The policy(s) must waive subrogation against the City of Wasilla.

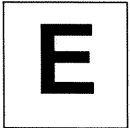
E2.1.2 Commercial General Liability Insurance: Such policy shall have *minimum* coverage limits of \$1,000,000 combined single limit per occurrence or split limits of \$1,000,000 per person/\$1,000,000 per occurrence. The policy shall be written on an "occurrence" form and shall not be written as a "claims-made" form unless specifically reviewed and agreed to by the CITY OF WASILLA.

E2.1.3 Comprehensive Automobile Liability Insurance: Such policy shall have *minimum* coverage bodily injury liability limits of \$1,000,000 combined single limit per occurrence or split limits of \$1,000,000 per person/\$1,000,000 per occurrence. The policy shall cover all owned, hired and non-owned vehicles. In addition, it shall have a minimum of \$1,000,000 per occurrence property damage liability limits.

E2.1.4 Professional Liability (E&O) Insurance: Covering all negligent errors or omissions, and negligent acts, which the CONTRACTOR, Subcontractor or anyone directly or indirectly employed by them, make in the performance of this Agreement which result in financial loss to the City of Wasilla. Limits required are \$1,000,000.

**ARTICLE E3  
 MODIFICATION OF INSURANCE REQUIREMENTS  
 (Article E3 is completed only when some of the standard insurance  
 coverages are not applicable.)**

PART



**CONTRACTOR RELATED MODIFICATIONS**

- D3.1  **Workers Compensation Insurance** is not required because the CONTRACTOR is an Independent Contractor, Sole Proprietor or Self-Employed Person having no employees in any sense of AS 23.30.045.
- D3.2  **Comprehensive or Commercial General Liability Insurance** is not required because the general public and clients do not have any business access to a place of business or home office maintained by the CONTRACTOR.
- D3.3  **Comprehensive Automobile Liability Insurance** is not required because only public transportation, or a rented passenger vehicle with business use insurance, will be used to accomplish requirements of this Agreement.

**PROJECT RELATED MODIFICATIONS FOR E&O COVERAGE**

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

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

- D3.4  **Professional Liability (E&O) Insurance** is not required because: 1) the CITY OF WASILLA's use of the services or Work products obtained from the CONTRACTOR will not result in significant exposure to any third party claims for loss or damage; and 2), the CONTRACTOR services will not apply to any construction, alteration, demolition, repair or direct use of any highway, airport, harbor, building or other structure.
- D3.5  **Professional Liability (E&O) Insurance** is not required because this Agreement is for one of the following applicable (*checked*) services for which E&O coverage is not needed:
- Right-of-Way Fee Appraisals
  - Photogrammetric Mapping Services
  - Architectural/Engineering review of Construction Bid Documents wherein design responsibility clearly remains with the designer of record.

**OTHER BASIS FOR MODIFICATIONS**

(Requires written concurrence from Division of Risk Management)

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

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

**CONTRACTING OFFICER**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# PRE-AUDIT STATEMENT

(Confidential when completed)

PART

F

Submit this form, completed and with required attachments, **only** if specifically requested, and **only** to the following address: City of Wasilla, Attn: Purchasing/Contracting Officer, 290 E. Herning Avenue, Wasilla, AK 99654 OR to fax number: (907) 373-9011. Confidentiality may not be ensured if delivered otherwise. Evaluation of this statement may preclude the necessity for a comprehensive on-site audit of Contractor's records. Entries may be handwritten, if legible.

1. Identify your financial year including beginning and ending dates..... :
2. List your actual costs, by the following categories, for your most recently ended fiscal year. Cost Terminology is defined on the reverse.
  - 2a. Direct Labor ..... \$
  - 2b. Attach a Trial Balance with grouping of accounts used to arrive at the following Indirect Cost amounts:  
Fringe Benefits .....\$  
General & Administrative Expenses.....\$  
  
Sum ..... \$
  - 2c. Indirect Cost Rate (Sum of 2b / 2a)..... Percent (%):
3. If your records have been audited within the last two years by a government agency, attach a copy of the Audit Report.
4. Attach copies of your most recent Internal and Audited (if performed by other than the Contracting Agency) Financial Statements.
5. Are your accounting methods for recording contract costs based on a job or project identified cost system? [  ] Yes [  ] No If your response is "No", attach an explanation of your project cost accounting system.
6. If you charge projects based on unit rates (e.g.: for computer time, laboratory tests, copies or equipment use, etc.) attach a list of such items and unit rates.
7. Do you offset revenue received from unit rate payments against the applicable Indirect Cost Accounts?  
[  ] Yes [  ] No

***If you have questions concerning this document, please telephone (907) 373-9047.***

### CERTIFICATION

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Title: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contractor: \_\_\_\_\_

Office Address for which this Submittal is made: Address where Accounting Records are maintained,  
if not at Office Address:

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



# COST TERMINOLOGY

PART

F

**DIRECT LABOR** - Base salary or wages paid to employees charged directly to contracts or projects.

**OTHER DIRECT COSTS** - Actual costs of other than Direct Labor. Some examples of Other Direct Costs are subcontracts, equipment (company owned or rented), unit rate items and reimbursable expenses (travel, computer charges, reproduction, etc.).

**INDIRECT COST RATE** – A computed rate developed by adding all of a firm's general and administrative costs, and all other indirect costs, then dividing by a base value, usually direct labor dollars to get a percentage. This rate is normally compiled based on the consultant's applicable fiscal year.

**INDIRECT COSTS** - Indirect costs consist of allowable expenses which, because of their incurrence for common or joint cost objectives, must be prorated (allocated) to jobs or contracts using a specified Indirect Cost Rate. A cost objective is a function, organizational subdivision, contract, project or work unit for which cost data is accumulated under the Contractor's accounting system. Generally, Indirect Costs are segregated into the following categories: Fringe Benefits and General & Administrative Expenses .

Fringe Benefits - Costs for items such as:

Workers' Compensation Insurance  
Deferred Compensation/Retirement Plans  
Premiums

Vacation Time and Authorized Leave  
Social Security and Unemployment Taxes  
Group Medical Plan and Life Insurance

Overhead costs for items such as the following, if they are not included in Direct Costs:

Indirect Labor (Supervisory, Administrative, etc.)  
Travel, Food and Lodging  
Maintenance and Depreciation of Equipment/Computers  
Business Insurance Premiums Not Billed to Clients  
Rent, Heat, Power, Light and Janitorial Services  
Rentals of Equipment/Computers

Office Supplies  
Communications  
Reproduction Costs  
Recruiting Expense

**UN-ALLOWABLE COSTS** - Costs for the following items and certain other costs defined in 48 CFR Part 31 and related regulations are not allowable. Such costs shall not be included as Indirect Costs or in the calculation of the Indirect Cost Rate.

Alcoholic Beverages  
Advertising  
Interest and Other Financial Costs  
Contributions and Donations  
Federal Income Taxes  
Goodwill

Organization Costs  
Lobbying Costs  
Bad Debts  
Fines and Penalties  
Entertainment  
Keyman Insurance

**NOTE: IF YOUR ACCOUNTING SYSTEM WHOLLY OR PARTIALLY ALLOCATES INDIRECT COSTS ON OTHER THAN A DIRECT LABOR BASIS, ATTACH A DESCRIPTION OF THE COST POOLS OR SERVICE CENTERS YOU USE AND IDENTIFY THE INDIRECT COSTS RATE(S) AND BASE(S).**

**PROPOSED STATEMENT OF SERVICES**  
**Knik-Goose Bay Road/Fern Street Intersection Improvements**  
Preliminary Engineering and Design Effort for Construction Bidding.

**ARTICLE B1**  
**INDEX**

<b><u>Article</u></b>	<b><u>Task</u></b>	<b><u>Subject</u></b>
1		Exhibits
2		Codes, Regulations, Standards, etc.
3		Administrative Requirements
4		Project Location and Description
5		Summary of Contract Services
6		Management
7	1	Surveying
8	2	Traffic Impact Analysis
9	3	Preliminary Engineering Report
10	4	Completion Documentation

**ARTICLE 1**  
**EXHIBITS**

<b><u>Exhibit</u></b>	<b><u>Subject</u></b>
G-1	Project Location Map
G-2	Highways Standards and Guidelines
G-3	Environmental Standards and Guidelines
G-4	Sample Monthly Progress Report

**ARTICLE 2**  
**CODES, REGULATIONS, STANDARDS AND PROCEDURES**

**2.1** All studies, reports and design services shall be performed in accordance with applicable codes; regulations and standards; professional practice procedures; and commonly recognized construction methods. The Contractor shall consider the geographical location of the project as well as other environmental and site specific constraints when performing services for this project.

**2.2** Publications that contain the current highway and environmental standards and guidelines are listed in Exhibits G-2 and G-3. During the period of this agreement the listed documents may be added to, deleted or revised.

**2.3** English units of measurement shall be used throughout development of the project. Any metric conversions required shall be based upon the U.S. Survey Foot (1 meter = 39.37 inches exactly).

**ARTICLE 3**  
**ADMINISTRATIVE REQUIREMENTS**

**3.1 General.** The Contractor shall provide services as identified and authorized by sequentially numbered Notices-to-Proceed. The Contractor shall not perform services or incur billable expense except as authorized by a NTP.

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

<b><u>Name</u></b>	<b><u>Project Responsibilities</u></b>
--------------------	--

ENTER NAMES OF CONTRACTOR'S

& SUBCONTRACTOR'S KEY STAFF

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

**3.4 Billing Reports.** The Contractor shall provide a two-page (typical) report with each monthly billing for months in which services are performed. The report shall follow the guidelines outlined in the Sample Monthly Progress Report, Exhibit G-4. Any delayed costs from previous billing periods that are included in the current billing must be clearly explained in the report

**3.5 Correspondence.** All correspondence prepared by the Contractor shall bear the City of Wasilla's assigned Project name and numbers (State and/or Federal).

**3.6 Documents and Reports** shall be printed with 12 point, Times New Roman font, solid black letters on white, 8.5-inch x 11-inch bond or "Xerox Copy" paper. Other size paper may be used for illustrations if they are folded to 8.5-inch x 11-inch size. Draft reports shall be double spaced, and final reports shall be 1 1/2 spaced. Original documents and reports shall be printed on one side of the paper only and shall be ready for copying. Original, camera ready, copies of final documents and reports shall be submitted to the Department for a check before printing.

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

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

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

- a) Name of document or report.
- b) Date.
- c) Indicate whether draft or final.
- d) Project Name.
- e) State and Federal Project Number(s).
- f) Prepared for: Alaska Department of Transportation and Public Facilities.
- g) Prepared by:
- h) Map and/or picture of project area.

**3.6.4 Electronic Documents.** Final versions of all report submittals shall be submitted in PDF and MSWord format on a CD ROM along with the other deliverables.

**3.7 Contractor Name on Plan Sheets and Documents.** No Contractor logos shall be allowed on any electronic or hard copy document produced for the City of Wasilla. The Contractor company name shall be included in the box above or below the engineer's seal on each plan sheet. Documents produced for the City of Wasilla shall include the Contractor's company name at the bottom right of the first page, cover sheet or title sheet only. Contractor letterhead shall be allowed only as exhibits in document appendices. The Contractor name shall be in the same font as other lettering on the plan sheet or document, shall be 1/16" or less in height on 11-inch x 17-inch plan sheets, and shall be in the following format:

PLANS DEVELOPED BY:  
COMPANY NAME

**3.8 Drawings, Plans, Maps, and Plats** shall be prepared in electronic format as specified by the City of Wasilla (currently AutoCAD 2002 compatible format).

**3.8.1** Unless otherwise stated, a standard layering scheme provided by the Department shall be used. Failure to adhere to this scheme will be cause for rejection. The format and standards for all drawings will be according to the most current DOT/PF Central Region Metric (as a guide) Highway Design Drafting Manual (currently dated August 18, 1998). The plotted scale shall be as specified by the City of Wasilla and/or DOT/PF.

**3.8.2** Drawings shall be produced and provided in English (foot units) format. Distances will be shown in horizontal ground foot units. Areas shall be annotated with "Ac." for acres, and "sq. ft." for square feet. Metric units shall not be shown on drawings developed for design work, unless requested to do so by the City of Wasilla.

**3.8.3** All linework and lettering must be of professional quality and all line widths and lettering sizes must be of such size that all information can be clearly shown without overlap or confusion. All lettering must be a minimum size of 0.1-inch. Lettering and

linework must be in the appropriate black drafting ink. AutoCAD style names and fonts shall follow the City of Wasilla's specified standards.

**3.8.4** Linework shall not run through text. Do not break lines at text; mask the linework using color 155 solids. Solids shall be placed on the same layer as the text that the solid lies under. AutoCAD's Express Tools "textmask" may not be used.

**3.8.5** Drawings are to be accurate models of the data shown, e.g.; a line labeled N 10°00'00" E 104.35' shall be electronically drawn exactly as labeled, a line that is shown to terminate at a monument symbol shall be electronically drawn with no distance between the endpoint of the line and the center of the symbol, etc.

**3.8.6** A standard DOT&PF north arrow, a legend depicting symbols used, a foot unit bar scale, the drawing file name, date of last edit, and standard DOT&PF border will be included on each drawing.

**3.8.7** Plans, Maps, and Plats shall be submitted electronically on CD-ROM discs and with solid black ink on 22" x 34" original vellum or Mylar. **Final drawings** shall be on 4-mil double mat Mylar unless another medium is specifically called for in the Contract. All final drawings shall be plotted so that the front surface of the Mylar is inkable and erasable. No Kroy lettering or "sticky back" applications shall be used.

**3.8.8** **Drawings** not meeting these standards will be rejected. All drawing files shall be submitted electronically at the 10% completion level for a cursory review to ensure that these standards are being met unless otherwise directed by the Project Manager on the NTP.

**3.9** **Estimates** shall be submitted with solid black letters that are double spaced on white, 8.5-inch x 11-inch bond or "Xerox Copy" paper. They shall be printed on one side of the paper only and shall be ready for copying.

**3.10** **Quality Control** shall be performed by the Contractor prior to all submittals. The City of Wasilla will **reject** submittals that do not substantially conform to the requirements of this statement of services.

**3.11** **Revisions.** Draft documents required under this agreement shall be submitted to the City of Wasilla for review. The Contractor shall modify work products in response to direction from the City of Wasilla. Corrections, adjustments, or modifications necessitated by the review/approval process which do not substantially affect the scope, complexity, or character of the services, shall be considered a normal part of the Contractor's services.

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

**3.11.2** **Review Meetings.** Following each review the City of Wasilla will provide written comments and may hold a meeting to discuss the issues. The Contractor shall

allow three weeks for the return of written comments. The Contractor's personnel who are in-responsible-charge for the work products under review shall attend the meeting and they may be asked to interpret and provide explanations of the content.

**3.11.3 Comment Resolution.** The Contractor shall provide a written response with subsequent submittals that address all written and oral comments from the City of Wasilla. All changes from previous submittals shall be clearly explained. The Contractor shall address these comments to the satisfaction of the City of Wasilla prior to submitting the final documents.

**3.12 Reproduction.** Items delivered for reproduction shall be organized and camera ready for copying and not stapled or otherwise bound.

#### **ARTICLE 4** **PROJECT LOCATION AND DESCRIPTION**

**4.1 General.** City, Borough and State traffic planners recently met regarding the connection of Fern Street to Edlund Road. The borough's extension of Fern Street is nearly complete. State DOT engineers are requiring traffic improvements up to and including a traffic signal at Knik-Goose Bay Road and Fern Street before the Fern Street/Edlund Road connection can be permitted.

#### **ARTICLE 5** **SUMMARY OF CONTRACT SERVICES**

**5.1 General.** The Contractor shall provide surveying, preliminary engineering and environmental services necessary to complete and obtain approval for an environmental document and acquire all environmental permits and clearances. The Contractor shall develop and implement a detailed Public Involvement Plan to achieve these goals.

**5.2 Cost Effective Design.** The Contractor shall evaluate alternatives for each major design element to determine the most cost effective design. Conclusions shall state the recommended alternative and the reasons why it is recommended. The evaluation of each alternative shall consider minimum versus desirable design criteria, earthwork balance, design speed versus roadway classification, ease of construction, and the impact of each alternative on the following:

- a. Right-of-Way requirements
- b. Utilities
- c. Environmental concerns, including hazardous substances and wetlands
- d. The traveling public, both during and after construction
- e. Design Schedule
- f. Design, construction, and maintenance budgets
- g. Other issues as appropriate.

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

## ARTICLE 6 MANAGEMENT

*Note: This Article shall not be treated as a distinct task. Costs associated with the services described in this Article shall be apportioned among the tasks required to accomplish the requirements of Articles 7 through 15.*

**6.1 Performance Schedule.** The Contractor shall perform this contract according to the Project Schedule developed by the City of Wasilla and the Contractor. This schedule will show the interdependence and duration of the various design activities/contract tasks and will be sequenced in accordance with Federal Highway Administration requirements for project development and City of Wasilla's duration estimates in order to complete the project on time. This schedule shall be used to track Contractor progress and billings.

**6.1.1 Schedule changes.** Adherence to the Project Schedule is necessary to meet the City of Wasilla's long term goals and commitments. The Contractor agrees to expend all effort necessary to stay on schedule and meet the contract delivery dates.

**6.2 Meetings/Reports.** The Contractor shall schedule and attend periodic briefing meetings (generally every other week) with the Project Manager. The Contractor shall be responsible for providing timely information required for the project related services performed by the functional groups within the City of Wasilla. The Contractor shall provide "exception reporting" of scheduled activities that are late, suspended, or significantly accelerated. The Contractor shall explain why any activity is off schedule, or likely to become so. The Contractor shall also explain what corrective action(s) are being taken.

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

**6.3.1 FHWA Communication.** All communications with FHWA regarding this project shall be by the City of Wasilla.

**6.3.2 City of Wasilla Activities.** The City of Wasilla's Project Manager will coordinate the Contractor's activities with those of various functional groups within the City of Wasilla.

**6.3.3 Agency and Public Coordination.** The Contractor shall coordinate with appropriate federal (e.g., EPA, USFWS, COE, etc.), state (e.g. DEC, F&G, DNR - SHPO and Parks & Recreation), and local government agencies and the public, including local business groups, special interest groups and organizations that could be affected by the proposed project. The purpose shall be to inform these entities regarding the project and to allow them to identify concerns, suggestions and/or alternative solutions. This shall not include negotiating mitigation of potential impacts. The Contractor shall not commit the City of Wasilla to any action with respect to the proposed project. Any commitments to action or mitigation will be made by the City of Wasilla. Public Involvement is further addressed in Article 14.

**6.3.4 Correspondence.** The Contractor shall submit all written material, letters, survey forms, etc., used to communicate information regarding the project to the Project Manager for review and acceptance prior to its distribution. Copies of all outgoing and incoming correspondence shall be provided to the Project Manager at least once a week.

**6.3.5 Release of Information.** The Project Manager must approve the release of any project-related information.

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

## **ARTICLE 7 - TASK 1** **SURVEYING SERVICES**

**7.1** The Contractor shall perform the services to standards called for in the Alaska State Professional Land Surveyors (ASPLS) Standards of Practice, the California Geodetic Control Committee (CGCC) Standards for Band IV surveys, U.S. COE Manual EM-1110-1-10000 for Photogrammetric Mapping, or the DOT&PF Construction Surveying Requirements, as appropriate to the services being performed. All studies, reports and services shall be performed in accordance with applicable codes, regulations and standards; professional practice procedures; and commonly recognized surveying and mapping methods. The Contractor shall not begin surveying for design, surveying for right-of way, or right-of-way mapping without specific written authorization from the City of Wasilla.

**7.2** The Contractor shall consider the geographical location of the project as well as other environmental and site specific constraints when performing services for this project.

**7.3 Registration.** All survey services shall be conducted by, or under, the direct supervision of a Professional Land Surveyor (PLS) holding current registration in the State of Alaska. This Land Surveyor shall be an active, on-site field supervisor of the survey crew and be directly involved in the preparation of the Base Maps. The field books, horizontal and vertical control summaries, survey control diagram, topographic mapping, adjusted coordinates, TIN certification, survey control sheet(s), final centerline control, and all final maps and plats shall be sealed, signed, and certified by the PLS responsible for the accuracy and completeness of the services.

**7.4 Field books.** The Contractor shall furnish hardbound field books for recording survey information. The books shall become the property of the City of Wasilla after the survey information has been entered and the contract completed. Each book shall be labeled with the project name and an appropriate title, e.g. Horizontal Control, Vertical Control, etc., and shall have an index and comments page. The index page shall reference the contents by page number.

**7.4.1** Field notes shall be kept in a neat and orderly fashion. All pages shall be consecutively numbered, showing date, weather, and crew names. All abbreviations used



shall be described on the comments page. Sketches are to be used frequently and shall be detailed enough to assist in following the progression of the services. Notes and sketches shall be adequately detailed to convey their intent to a person who is not familiar with the project.

**7.4.2** Descriptions of all monuments or other points, recovered or set, are to include the data stamped on the monument and the condition of the monument. A list of all corners searched for, but not recovered shall be included in the field notes. The DOT&PF Construction Surveying Requirements details the general note-keeping procedures.

**7.5 TINs.** The format for TINs is Land Development Desktop’s TIN format with fault lines as 3D polylines and the boundary as a polyline at elevation zero. An AutoCAD drawing or DXF file with the TIN as 3-D polylines is an acceptable alternative; include the TIN boundary as a closed polyline at elevation zero, and the fault lines as 3D polylines. All TINs produced shall be checked by ground based survey methods and by field inspection of contours generated by the TIN.

A TIN certificate shall be submitted, signed, and sealed by the responsible PLS and shall contain the following: 1) the methods used to gather data for production of the TIN(s), 2) the accuracy of the TIN(s), and 3) the checks used to substantiate the accuracy of the TIN(s). A sample certification of TIN is available from the City of Wasilla’s Survey Section.

**7.6 Coordinate Files** shall be comma-delimited ASCII text files. Data shall be in the sequence Point Number, N, E, Z, Description. Coordinates shall be given to eight decimals for the Northings and Eastings, and three decimals for elevations. Points of unknown elevation shall have a placeholder of -9999 in the Z position. Descriptors shall be no longer than 30 characters and shall not contain commas, question marks (?), or asterisks (\*). Descriptors are to be case sensitive, e.g.: Rebar5 shall not equal REBAR5.

**7.6.1 Point Numbering Scheme.** The following point numbering scheme shall be used:

Range	Use
1-100.	Primary Control Set (main project traverses)
101-400	Baseline Control (set PIs, PTs, etc.)
401-450	Secondary Control Set (secondary traverses and sideshots with valid elevation)
451-550	Secondary Control Set (secondary traverses and sideshots <u>without</u> valid elevation)
551-600	Recovered Published Hz. Control (NGS, GPS, etc.)
601-2000	Found monumentation/Property corners
2,001-5,000	Computed/Protracted Points
5,001-20,000	Topography Survey Points
20,001-	Reserved for use by City of Wasilla

The Contractor shall ensure that point numbers used in this task do not conflict with point numbers used in other survey tasks on this project.

**7.7 Survey Services** shall be performed in the following sequence unless otherwise directed by the City of Wasilla:

- A. Research
- B. Pre-Work Meeting with the City of Wasilla and/or ADOT&PF
- C. Control Survey
- D. Aerial Photography/Photogrammetry

**7.8 Reviews.** Draft documents required under this agreement shall be submitted to the City of Wasilla for review. For maps and drawings, the Contractor shall submit a copy of the project coordinate file with point descriptors and the AutoCAD drawing file along with the final survey point plot.

## **7.9 SURVEYING FOR PRELIMINARY DESIGN**

**7.9.1 Control Surveys** include establishing horizontal and vertical control points from existing monuments, from survey control points previously established by the City of Wasilla, and/or from points newly established by the Contractor, and also includes locating and establishing project coordinates for the existing centerline and any monuments within the project survey limits. The Contractor shall prepare a Survey Control Diagram (SCD) in AutoCAD format showing the results of the control surveys. All points used or tied as a part of these control surveys shall be included in the project coordinate file and shown on the SCD.

**7.9.1.1 Basis of Horizontal Control.** The primary control traverse will be provided by the City of Wasilla and will be the basis of control for the project. Any auxiliary control points necessary to augment this control shall be incidental to the task for which it is required. The local project coordinate system to be used shall be based upon transformation parameters supplied by the City of Wasilla.

**7.9.1.2 Basis of Vertical Control.** Primary vertical control data will be provided by the City of Wasilla and will be the basis of control for the project. Any auxiliary control points necessary to augment this control shall be incidental to the task for which it is required. The primary control points to be used shall be decided in discussion with the City of Wasilla.

**7.9.1.3 Horizontal Control Standards.** All horizontal control survey measurements shall be recorded in field books. The books shall also be used to record all measurements and references to control points found or set, section monuments, centerline monuments, and all found property corners. Electronic data collection is not acceptable for the above mentioned measurements. Global Positioning System (GPS) control surveys are the only exception when an approved GPS session log is used for static surveys. Distances shall be measured and recorded in both feet (nearest 0.01 foot) and meters (nearest 0.001 meter) as a check. Recorded angle sets, at a minimum, will contain a direct and reverse pointing of both the forward angle right and the horizon closure angle. When the difference between a direct and reverse pointing of an angle pair

exceeds six seconds (ten seconds for distances of 150 feet or less), then that angle pair shall be rejected and remeasured. When the sum of the mean angle right and the mean horizon closure angle differs from 360 degrees by more than ten seconds, that angle set shall be rejected and remeasured. The adjusted angle right (the mean angle right corrected by one half of the difference between the sum of the means and 360 degrees) shall be used for all computations. All foresights and backsights shall be of the fixed leg type. Auxiliary control points and/or monuments may be side-tied, providing that the point is tied from two traverse points, or tied with two different backsight points (that are closed traverse points). The raw coordinate values for these side ties (calculated from the adjusted traverse coordinates) shall be within 0.10 feet. The final coordinate values for side tied points shall be the mean of the two raw coordinate values or proportionally weighted based on the strength of the observations. Auxiliary control points shall be, at minimum, a PK nail (mag nail preferred) in paved areas or a 6 inch spike in unpaved areas.

All traverses performed for this project shall meet or exceed the standards for Third Order Class I, Traverse Surveys as specified in the Alaska Society of Professional Land Surveyor's Standards of Practice. All traverses shall be closed; beginning and ending at known points with an allowable linear error of closure of 1:10,000 or better. In no case shall ground traverses run greater than 2 miles between GPS controlled points. Static GPS work shall meet current California Geodetic Control Committee (CGCC) Standards for Band IV Surveys. All geodetic positions shall be NAD83 based. Traverse and GPS network adjustments shall be by Simultaneous Least Squares Adjustment methods.

The use of Post-Processed Kinematic (PPK) or Real-Time-Kinematic (RTK) GPS procedures are only allowed if the Contractor submits an observation plan including a plan for quality control to the Department's Locations/Survey Manager, or his designee, and such plan is approved by the Department for use on this project.

**7.9.1.4 Vertical Control Standards.** All vertical control survey measurements shall be recorded in field books, unless an electronic digital level is used and the data is recorded electronically, in which case the Contractor shall provide annotated copies of the raw and reduced data. All vertical survey circuits shall meet or exceed the standards for third order leveling as specified in the latest printing of the Federal Geodetic Control Committee's Standards and Specifications for Geodetic Control Networks. All vertical control points shall be part of a closed level loop; side-shots are not acceptable. Each loop shall be adjusted and this adjusted elevation used for any further loops. Loop closures and loop-adjusted elevations shall be shown in the field books. The books shall also be used to record descriptions and sketches of vertical control points found or set, condition of found points, and for electronically recorded data the loop information (start point, point(s) controlled, end point, etc.) necessary to interpret the data. Primary vertical control points (BMs and TBMs) shall be controlled by differential leveling. Elevations may be established for auxiliary control points by closed trigonometric loops, in which case sight distances shall not exceed 750 feet with foresights and backsights of approximately equal lengths, and the line of sight shall clear obstacles by a minimum of 1.5 feet to avoid the effects of adverse refraction. Elevation differences shall be measured and recorded to the nearest 0.01 foot.

**7.9.1.5 Primary Horizontal Control.** Primary control traverse points within the project survey limits shall be set at maximum 2640 foot intervals and as necessary to maintain line of sight, and shall consist of a minimum 5/8 inch x 30 inch rebar (5/8 inch x 10 inch in pavement) with identifying cap. These points shall be located off of the existing paved surface wherever possible, and shall be set at least 0.1 foot below the existing ground surface.

The Contractor shall prepare a narrative horizontal control summary detailing the datum, primary control points used, Basis of Bearings, type of adjustment performed and statistics, problems encountered during the survey, equipment used, etc., which shall include annotated copies of control computations and control adjustments, and a horizontal control statement. For GPS control surveys, the Contractor shall also provide copies of baseline vector files in both ASCII and native software format for all utilized GPS vectors, along with a RINEX2 format data file of at least 2 hours of GPS data for at least two control points in the Contractor's control network.

**7.9.1.6 Primary Vertical Control.** Primary vertical control points shall be established every ½ mile or less. Existing official bench marks (BMs) shall be used wherever possible, with intermediate temporary bench marks (TBMs) established between them. These TBMs shall be stable objects such as luminaire and signal pole base bolts, spikes in trees, etc. **Wooden utility poles shall not be used for TBM's.** Where no permanent official bench marks exist, the Contractor shall establish a minimum of two **permanent bench marks** per project site, or one per mile, whichever is the greater number, for use through project construction. Permanent bench marks shall be at a minimum, 5/8 inch stainless steel rod driven 40 feet or until refusal into dry ground, encased by a 4 foot section of 4 inch well casing buried 3 feet into the ground with a rubber cap covering the top of the pipe, or a brass cap cemented into rock outcrops or stable concrete structures, e.g. bridge abutments or building foundations and walls. A carsonite witness post shall be placed near each permanent bench mark, found or set. Refer to the NOAA Manual NOS NGS 1, Geodetic Bench Marks for recommended guidelines for setting permanent bench marks.

Primary vertical control points, found or set, shall be described in great detail, identifying the particular physical feature used for the elevation point, and sketches shall be made to aid in this effort. Instructions sufficient to enable someone unfamiliar with the project to find these points shall be recorded; these instructions shall include distances and directions from recognizable terrain features such as major intersections, bridges, buildings, etc. All primary vertical control points, found or set, shall be tied to the project horizontal control and shown on the SCD.

The Contractor shall prepare and provide a narrative vertical control summary detailing the datum, primary control points used, vertical network adjustment data, problems encountered during the survey, equipment used, etc., which shall include a benchmark data sheet containing the name, description, final adjusted elevation, and instructions for finding each primary vertical control point, and a vertical control statement.

**7.9.2 Photogrammetry.** When directed by the City of Wasilla, the Contractor shall obtain aerial photography and associated photogrammetric mapping products. The City of Wasilla

shall be granted rights to use of the aerial photography and associated delivered photogrammetric products, for project design and/or other in-house uses, including transmittal to contractors.

As an alternative to ground surveying, the Contractor may use controlled aerial photography to provide planimetric and topographic information. Use of photogrammetric data for this project is subject to the City of Wasilla's approval. As aerial photography may be used for a variety of analyses, the photography shall be natural color film and have sufficient scale and resolution to allow for the preparation of the photogrammetric products which meet the required accuracies and provide economical acquisition. Aerial photography used for topographic mapping products shall be acquired during leaf-free and snow free conditions. Aerial photography used solely for orthophoto products may be acquired with leaf-on conditions. Existing photography may be substituted for new photography with the approval of the City of Wasilla Project Manager. All acquired aerial photography, and all photogrammetric products prepared by the Contractor, shall conform to the guidelines and standards of the US COE Manual EM-1110-1-1000 and shall be map checked to proof compliance with ASPRS Class I accuracy standards for the scale and contour interval required for the project. Aerial photography used for mapping products shall be controlled by the Contractor using methods suitable to return the desired mapping accuracies. Horizontal and vertical datum for the photogrammetric products shall be on the same datums as that used for the project control. Any photo pre-mark panel points shall be set and controlled for this task, using the same methods and materials as detailed for auxiliary control points presented above for Horizontal and Vertical Control. The Contractor shall determine the number of, location of, and panel size for these points in conjunction with the firm performing the aerial photography. Each photogrammetric control point shall be marked using appropriate panel material. The Contractor shall remove and dispose of all panels set under this contract at the direction of the City of Wasilla. The use of the most cost effective techniques that will provide the specified products is encouraged. All photogrammetric products for development of TINs shall meet the format, content, accuracy and certification requirements described in this section unless directed otherwise by the City of Wasilla.

**7.9.2.1** If aerial photography is acquired for, or available for use on this project, a digital orthophoto, geo-referenced to the project coordinates, shall be provided to the City of Wasilla for use in design. Orthophoto format shall be either uncompressed TIF with the associated world file, or geoTIF.

**7.9.3 Topographic Survey.** Topographic features shall be surveyed using appropriate data collection methods. The Contractor shall prepare topographic drawings detailing the results of these surveys, at a scale of 1" = 100'. The Contractor shall provide complete topographic mapping in a single AutoCAD drawing file along with a single TIN upon completion. All points located in these surveys shall be included in the project coordinate file. The Contractor shall:

**7.9.3.1 Define the existing ground surface** by creating a Triangular Irregular Network (TIN). The TIN shall be capable of accurately generating 2-foot contours. In determining contour accuracy, all checkpoints from quality control checks shall check within 1/2 of the specified contour interval. The TIN shall incorporate fault lines (grade breaks, existing centerlines, edges of pavement, curbs [flowline and top back], sidewalks,

shoulders and/or tops of bank, toes of slope/fill, ditches and/or drainages, etc.) and additional shots as necessary to insure that the TIN accurately represents the **existing ground surface**. Water surfaces shall not be represented by the TIN. Sufficient data shall be gathered along driveways and side streets to allow grade matching. Provide TIN verification in the form of the City of Wasilla’s TIN Certificate.

**7.9.3.2** Locate and map **existing improvements and utilities** (above and below ground) within the survey limits. Mapping of overhead utility wires shall include the apparent low point of the wire sag. Overhead wire crossings shall also be located at the existing and proposed centerlines. Elevations for these points shall be the bottom wire elevation.

**7.9.3.3** Locate and map all **drainage structures** within the survey limits. Record diameter, length, invert elevations, structure type and condition, high water marks, and apparent flow direction.

**7.9.3.4** After the City of Wasilla has reviewed the provided data, the Contractor may need to **extend the TIN & topographic mapping as specified** by the City of Wasilla for those areas where construction will be beyond the TIN generated earlier.

**7.12.4 Deliverable Items.** The Contractor shall submit the following items related to the Preliminary Design Survey:

<u>Type of Document</u>	<u>Paragraph</u>	<u>Copies</u>	<u>Originals</u>
Original field books	7.4	0	1
ASCII coordinates files	7.6	1	1
Horizontal control summaries	7.9.1.5	1	1
Vertical control summaries	7.9.1.6	1	1
Survey Control Diagram	7.9.1	1	1
Baseline vector files (GPS control surveys only)	7.9.1.3	1	1
Topographic survey & associated electronic files	7.9.3	1	1
Aerial photography contact	7.9.2	1	1
Photogrammetric control	7.9.2	1	1
Ortho Rectified Photos	7.9.2.1	1	1

**ARTICLE 8 - TASK 2**  
**TRAFFIC IMPACT ANALYSIS**

**8.1 Capacity Analysis.** The Contractor shall perform an evaluation of the roadway alignment and its major intersections.

**8.1.1** The evaluation shall include: a presentation of the advantages and disadvantages of each intersection; level-of-service (LOS) of the facility including the roadway segments, intersections, utility relocation requirements, right-of-way impact, driveway impacts, and

other pertinent factors. Scale drawings shall be prepared showing their respective lane configurations. A cursory overview of the alternatives is not acceptable.

**8.1.2** Generally, only alternatives that allow intersection(s) to operate at a level-of-service (LOS) C or better in the design year are acceptable. If LOS C can only be achieved by alternatives having excessive construction costs, LOS D may be acceptable based on a benefit/cost comparison of the alternatives. In such cases, the Contractor shall provide a benefit/cost analysis for each LOS D and LOS C alternative, consisting of a comparison of the total project cost including design and construction to the cost of traffic delay for each alternative.

**8.2** The Contractor shall perform the following additional studies as may be required for project development:

- a) Reconnaissance Level Access Study
- b) Pedestrian Studies to establish volume, flow characteristics, capacity, etc.
- c) Vehicular Speed Studies to determine existing characteristics.
- d) Traffic Signal Warrants Studies to determine need.

**8.3 Accident Analysis.** The Contractor shall analyze historical accident data from computer reports provided by the City of Wasilla and/or DOT&PF for the roadway and plot collision diagrams for major intersections and roadway segment(s) as required to identify accident patterns. The Contractor shall perform a field investigation of the project site. From this data the Contractor shall identify potential safety and roadway improvements to alleviate accident patterns.

**8.4 Design Designations.** The Contractor shall submit for approval, design designations for this project to include the following information for the current, mid year and design years:

- a. Annual Average Daily Traffic (AADT)
- b. Directional Distribution (D)
- c. Percentage of Trucks (T)
- d. Equivalent Axle Loads (EAL's)
- e. Design Speed (V)
- f. Design Hourly Volume (DHV)
- g. Turning Movements
- h. Pedestrian Traffic
- i. Bicycle Traffic
- j. Motorcycle Traffic

**8.5 Deliverable Items.**

<u>Type of Document</u>	<u>Paragraph</u>	<u>Copies</u>	<u>Originals</u>
Accident Analysis	8.3	0	1
Design Designations	8.4	0	1

**8.6 Provided Items.** The City of Wasilla will provide the following:

- a) Current Annual Average Daily Traffic (AADT).
- b) Accident data

**ARTICLE 9 - TASK 3**  
**PRELIMINARY ENGINEERING REPORT**

**9.1 General.** The Contractor shall provide a Preliminary Engineering Report that presents and justifies design features of the proposed project including sufficient design to determine the most economical alignment.

**9.2 Content.** The Preliminary Engineering Report shall include information required by Chapters 4 and 11 of the Highway Preconstruction Manual. It shall present the project purpose; alternatives for major design elements; proposed design; roadway operational characteristics; construction and maintenance costs, environmental considerations; design standards; traffic analysis; cost estimate; and public input. The presentation of each design element shall conclude by stating the selected alternative and the reasons why selected. Other topics or sections may be required and shall be added to the Preliminary Engineering Report as appropriate. Section 4-40 of the Highway Preconstruction Manual provides additional content requirements for the pre-design engineering document.

**9.2.1 Utilities.** The Contractor shall contact the utility companies for as-builts, and field review as necessary to determine major conflicts and relocation alternatives. The Contractor shall provide a conceptual level total utility relocation cost estimate.

**9.2.2 Right of Way.** The Contractor shall prepare a plan set showing the amount of right of way required for the preferred alternative.

**9.2.2.1 Conceptual Stage Relocation Report** The Contractor shall prepare a Conceptual Stage Relocation Report which estimates the probable number of parcels for each alternative alignment, their acquisition and relocation costs, and the incidental cost of performing right of way activities. Each alternative alignment shall also be assessed in terms of the number and socio-economic effects of residential and business displacements it causes.

**9.3 Estimates.** The Preliminary Engineering Report shall include a detailed construction cost estimate in the format used in the sample typical Preliminary Engineering Report provided by the City of Wasilla. Pay item numbers, pay item names, and pay units shall match those in the Standard Specifications for Highway Construction. For items not listed in the Standard Specifications, the Contractor shall obtain the pay item numbers, names, and units from the City of Wasilla. The City of Wasilla will make its historical records available to the Contractor for the determination of unit prices. Both the preparer and checker shall sign and date the estimate.

**9.4 Reviews and Schedule.** A draft of the Preliminary Engineering Report shall be submitted for review. The City of Wasilla shall be allowed four weeks after the draft is submitted for the return of comments. The Contractor shall address these comments to the satisfaction of the City of Wasilla prior to making the next submittal. The final Preliminary Engineering Report shall be submitted to the City of Wasilla prior to, or with, the final submittal of the Environmental document.



**9.5 Approval.** The City of Wasilla will review the Preliminary Engineering Report. The Contractor shall address City of Wasilla review comments and make corrections until the report is approved. Upon securing approval, the Contractor shall make any final corrections and submit originals of the report to the Project Manager for reproduction as necessary.

**9.6 Deliverable Items.**

<u>Type of Document</u>	<u>Paragraph</u>	<u>Copies</u>	<u>Originals</u>
Project Design Criteria	9.2	0	1
Preliminary Engineering Report	9.4	10	1
Conceptual Stage Relocation Report	9.2.2.1	3	1

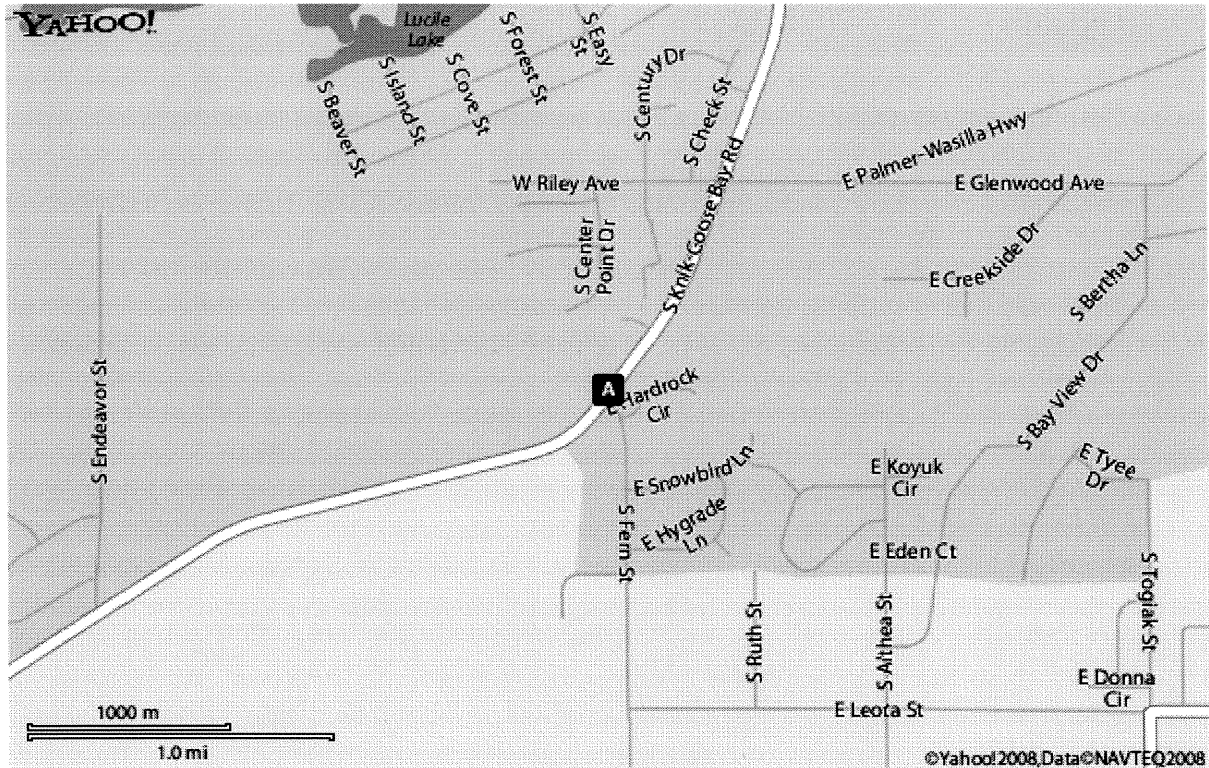
**ARTICLE 10 - TASK 4**  
**COMPLETION DOCUMENTATION**

**10.1** The original of all documents prepared by the Contractor during project development shall be submitted to the City of Wasilla with the final revision of the EA. These documents include all notes, sketches, maps, photographs, survey data, computations (cost computations shall be under separate cover), cross sections, and other geotechnical created to develop, record, or justify services provided for the project. These documents shall identify all assumptions made. The Contractor shall keep a copy of all the development documents until construction is complete.

**10.2** Documents created to determine pay item quantities shall contain sufficient information to allow the quantity for each pay item to be checked by starting from the source document. These Documents shall be referenced to the applicable pay item.

**10.3** Documents shall be submitted in loose leaf three ring binders. The binders shall be labeled on the spine with the project name, "Completion Documents", and the binder number. The front of the binders shall also be labeled with this information as well as the State and Federal project numbers and a brief description of what documents are contained in the binder.

**EXHIBIT B-I  
PROJECT LOCATION MAP**



**NOTICE OF USE**

**CONTRACTOR (MANUFACTURER/ SUPPLIER) NAME: NAVTEQ**

**CONTRACTOR (MANUFACTURER/SUPPLIER) ADDRESS: 222 Merchandise Mart Plaza, Suite 900,  
Chicago, Illinois 60654**

**This Data is a commercial item as defined in FAR 2.101 and is subject to the Yahoo! Maps Terms of Use (<http://help.yahoo.com/help/us/maps/using/maps-24.html>) under which this data was provided.**

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**EXHIBIT B-II  
HIGHWAY STANDARDS AND GUIDELINES**

AASHTO	A Policy on Geometric Design of Highways and Streets
AASHTO	Highway Drainage Guidelines
AASHTO	Roadside Design Guide
AASHTO	Manual on Subsurface Investigations
AASHTO	Guide for the Development of Bicycle Facilities
ATTSA	Training Course for work site Traffic Supervisors
ASPLS	Standards of Practice
ASPLS	Federal Geodetic Control Committee's Standards and Specifications for Geodetic Control Networks
<b>DOT&amp;PF</b>	<b>Highway Preconstruction Manual</b>
<b>DOT&amp;PF</b>	<b>Standard Modifications (Supplementary Specifications to the Standard Specification for Highway Construction)</b>
DOT&PF	Standard Drawings
DOT&PF	Central Region Standard Drawings
DOT&PF	Alaska Test Methods, Materials
DOT&PF	Environmental Project Development Procedures
DOT&PF	Alaska Highway Drainage Manual
DOT&PF	Guide for Flexible Pavement, Design, and Evaluation
DOT&PF	Geotechnical Procedure Manual
DOT&PF	Alaska Traffic Manual
DOT&PF	Construction Surveying Requirements
DOT&PF	Right-of-Way Manual
DOT&PF	Central Region Drafting Manual, Chapter 2, Highway Design (Network Printout)
DOT&PF	Central Region Checklists (Network Printout)
DOT&PF	Highway Design Drafting Manual (Draft)
DOT&PF	Alaska Sign Design Specifications
DOT&PF	Department Policy 05.05.020, Traffic Control Zone Speed
FHWA	Access Management and Traffic Analysis of Highways
FHWA	Roadway Lighting Handbook, Latest Edition
FHWA	Railroad – Highway Grade Crossing Handbook
FHWA	Hazardous Waste: Impacts on Highway Project Development
FHWA	Project Development and Environmental Documentation
FHWA	Code of Federal Regulations, Title 23, Highways
ITE	Traffic Engineering Handbook, 5th Edition, Prentice Hall
ITS	Expert System Development for Hazardous Waste Management, Site Investigation and Training Expert Advisor (site), Version 2.0, Volume II, Reference Guide
<b>TRB</b>	<b>Highway Capacity Manual Special Report 209</b>

**EXHIBIT B-III**  
**ENVIRONMENTAL STANDARDS AND GUIDELINES**

**GENERAL**

- FHWA Technical Advisory T6640.8A “Guidance Material for the Preparation of Environmental Documents”  
October 30, 1987
- FHWA Executive Order 11990 – Protection of Wetlands
- FHWA Executive Order 11988 – Floodplain Management
- FHWA Section 4(f) of the U.S. Department of Transportation Act
- FHWA Code of Federal Regulations, Title 23, Part 771 – Environmental Impact and Related Procedures
- FHWA Project Development and Environmental Documentation, May 1990

**NOISE**

- FHWA TNM 1.0 – Traffic Noise Model
- FHWA Noise Abatement Criteria, Code of Federal Regulations, Title 23, Part 772
- DOT&PF Noise Policy, March 1996

**HISTORY & ARCHEOLOGY**

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

**NEPA/404 MERGER**

- FHWA Applying the Section 4040 Permit Process to Federal Highway Projects (FHWA-RE-88-028)

**AIR QUALITY**

- CFR Title 40, Parts 51 and 93

**HAZARDOUS WASTE**

- ASTM 1527-93, Standard Practice for Environmental Assessments: Phase I Envir. Site Assessment Process
- FHWA Hazardous Waste: Impacts on Highway Development, March 26, 1990

**FEDERAL AND STATE GUIDELINES FOR AN EIS**

- CFR Title 40, Protection of Environment, Parts 1500-1508, Latest Edition
- CFR Title 23, Highways, Latest Edition
- FHWA Technical Advisory T6640.8A-Guidance Material for the Preparation of Envir. Documents, 10/30/87
- FHWA DP-45-IR, Sound Procedures for Measuring Highway Noise: Final Report
- FHWA Highway Traffic Noise Prediction Model. (FHWA-RD-77-108) December 1978
- DOT&PF Highway Preconstruction Manual – Chapter 4, 5, and 11, Section Edition
- AASHTO A Policy on Geometric Design on Highways and Streets

**EXHIBIT B-IV**  
**SAMPLE – MONTHLY PROGRESS REPORT**

**ATTENTION:** (agency project manager, agency name)

**FROM:** (contractor's project director, contractor's firm)

**PROJECT:** (project title & number)

**CONTRACT NO.:**

**PROGRESS REPORT NO.:**

**DATE:**

1. SUMMARY OF WORK PERFORMATED DURING THE REPORT PERIOD
2. CUMULATIVE PROGRESS TO DATE
3. PERCENTAGE COMPLETION OF TAKS CONTAINED IN FINAL WORK PLAN

Tasks

% Completed

4. FINDINGS / RESULTS TO DATE
5. EXPENDITURES FOR REPORT PERIOD AND CUMULATIVELY TO DATE  
(describe deviations from anticipated levels)
6. PLANS FOR SUCCEEDING PROJECT PERIOD
7. ANTICIPATED DELAYS / PROBLEMS
8. DIFFICULTIES DURING REPORT PERIOD



# City of Wasilla Contract

## PROFESSIONAL SERVICES CONTRACT

A Contract Between the City of Wasilla Acting By and Through Its

**City of Wasilla**  
**290 E. Herning Avenue**  
**Wasilla, AK 99654**  
**Ph. (907) 373-9047 Fax (907) 373-9011**

And

XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX  
XXXXXXX  
XXXXXXXXXX

WHEREAS, WMC 5.08.030 authorizes elective the Major or the Mayor's designee to engage, subject to the approval of the City Council, services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor are both necessary and in the best interests of the City of Wasilla; NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

- 1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by the Mayor and/or Wasilla City Council.
- 2. DEFINITIONS. "City" means the City of Wasilla and any city agency identified herein. "Independent Contractor" means \_\_\_\_\_ which is an entity that performs services and/or provides goods for the City under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.
- 3. CONTRACT TERM. This Contract shall be effective from \_\_\_\_\_ 2008 thru \_\_\_\_\_ 2008, unless sooner terminated by either party as specified in paragraph (10).
- 4. NOTICE. Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.
- 5. INCORPORATED DOCUMENTS. The parties agree that the scope of work shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence; a Contractor's Attachment shall not contradict or supersede any City specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract:

**ATTACHMENTS:**

- A - CITY XX
- B - PROPOSER Proposal XX
- C - PROPOSER XX

CONSIDERATION. The parties agree that Contractor will provide the services specified in Attachments A, B, & C at a total maximum cost as specified in the \_\_\_\_\_ Proposal to Provide \_\_\_\_\_ – Cost Proposal dated \_\_\_\_\_ for the scope of work as described in the referenced RFP on page \_\_\_ and will be paid monthly. The City does not agree to reimburse Contractor for any other expenses except those submitted in a change order. Any intervening end to appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

6. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

7. TIMELINESS OF BILLING SUBMISSION. The parties agree that timeliness of billing is of the essence to the contract and recognize that the City is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the City no later than July 15 of the same year. A billing submitted after July 15, which forces the City to process the billing as a stale claim, will subject the Contractor to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to the City of processing the billing as a stale claim and that this amount will be deducted from the payment due to the Contractor.

8. INSPECTION & AUDIT.

- a. Books and Records. Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
- b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by a City audit representative or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.
- c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in the Contract. The retention period runs from the date of payment for the relevant goods or services by the City, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

9. CONTRACT TERMINATION.

- a. General Termination. This contract may be terminated by the City for any reason upon thirty (30) days written notice prior to the date such termination is effective. In the event the City exercises its right to termination of this agreement pursuant to this section, all finished or unfinished reports or other material prepared by Consultant under this contract shall, at the option of the City, become its property and Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials before the date termination is effective. Such compensation shall not be in addition to payment provided to the Consultant under this agreement.
- b. City Termination for Nonappropriation. The continuation of this Contract beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the City Council, State Legislature and/or federal sources. The City may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from City, State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:
  - i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
  - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
  - iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
  - iv. If the City materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
  - v. If it is found by the City that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the City of Wasilla with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
  - vi. If it is found by the City that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

- e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:
- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
  - ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
  - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
  - iv. Contractor shall preserve, protect and promptly deliver into City possession all proprietary information in accordance with paragraph (21).
10. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$175 per hour for City-employed attorneys. The City may set off consideration against any unpaid obligation of Contractor to any City agency.
11. LIMITED LIABILITY. The City will not waive and intends to assert available liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any City breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 150% of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.
12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
13. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the City's right to participate, the City from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.
14. INDEPENDENT CONTRACTOR. Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the City shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the City; (4) participation or contributions by either Contractor or the City to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the City. Contractor shall indemnify and hold City harmless from, and defend City against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the City. The City and Contractor shall evaluate the nature of services and term negotiated in order to determine "independent contractor" status and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such.
15. INSURANCE SCHEDULE. Unless expressly waived in writing by the City, Contractor, as an independent contractor and not an employee of the City, must carry policies of insurance in amounts specified in Part E of Attachment B.
- a. Approved Insurer: Each insurance policy shall be:
    - i. Issued by insurance companies authorized to do business in the State of Alaska or eligible surplus lines insurers acceptable to the City and having agents in Alaska upon whom service of process may be made, and
    - ii. Currently rated by A.M. Best as "A-VII" or better.
  - b. Evidence of Insurance: Prior to the start of any Work, Contractor must provide the following documents to the contracting City:
    - i. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the City to evidence the insurance policies and coverages required of Contractor.



- ii. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26) , signed by an authorized insurance company representative, **must** be submitted to the City to evidence the endorsement of the City as an additional insured per General Requirements, Subsection a above.
  - iii. Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.
- c. Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the City or others, and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.
  - d. **Mail all required insurance documents to the Contracting Agency identified on page one of the contract. Address the required insurance documents as ATTN: PURCHASING OFFICER.**
  - e. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any city, borough, state or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The City may set-off against consideration due any delinquent government obligation.
16. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
  17. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
  18. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by City, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the City.
  19. CITY OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into City possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the City. Notwithstanding the foregoing, the City shall have no proprietary interest in any materials licensed for use by the City that are subject to patent, trademark or copyright protection.
  20. PUBLIC RECORDS. Pursuant to WMC 5.08.120(F), information or documents received from Contractor may be open to public inspection and copying. The City will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with Section 9.18 of the RFP, provided that Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any document that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
  21. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
  22. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:
    - a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
    - b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.



APPROVED:

\_\_\_\_\_  
Dianne M. Keller, Mayor

\_\_\_\_\_  
Date

STATE OF Alaska            )  
  ) ss.  
THIRD JUDICIAL DISTRICT    )

THIS IS TO CERTIFY THAT on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, the undersigned Notary Public for the State of Alaska, duly commissioned and sworn, personally appears Dianne M. Keller, known to me to be the individual named herein and who executed the within and foregoing Professional Services Contract as the Mayor of the City of Wasilla, in the of and for and on behalf of said Municipality for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

\_\_\_\_\_  
Notary Public in and for Alaska  
My commission expires \_\_\_\_\_



**CITY OF WASILLA  
MEMORANDUM**

**DATE:** 2/20/2008

**TO:** All RFP Recipients

**FROM:** William Miller, Purchasing Officer

**RE:** ADDENDUM #1  
RFP #0691-0-2008/WM  
Knik-Goose Bay Road/Fern Street Intersection Improvements  
Preliminary/Final Design and Construction Bidding.

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There was conflict discovered in the Legal Ad and the RFP Package concerning the date when proposals are due. The RFP is hereby clarified or changed as follows:

**Proposals due March 4, 2008 at 2:00 p.m.**

*has been changed to:*

**Proposals due March 11, 2008 at 2:00 p.m.**

All other terms and conditions remain the same.

**END OF ADDENDUM**

We appreciate your participation in this solicitation.



**CITY OF WASILLA  
MEMORANDUM**

**DATE:** 2/26/2008

**TO:** All RFP Recipients

**FROM:** William Miller, Purchasing Officer

**RE:** **ADDENDUM #2**  
**RFP #0691-0-2008/WM**  
**Knik-Goose Bay Road/Fern Street Intersection Improvements**  
Preliminary/Final Design and Construction Bidding.

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The RFP identified deliverables consisting of preliminary engineering. Deliverables will include final design, bid ready documents, and bidding assistance. Therefore, the evaluation criteria will be based on the ability to perform these tasks along with preliminary engineering. Evaluation criteria will not include environmental services to support an environmental document or construction administration.

All other terms and conditions remain the same.

**END OF ADDENDUM**

We appreciate your participation in this solicitation.



**CITY OF WASILLA  
MEMORANDUM**

**DATE:** 03/04/2008

**TO:** All RFP Recipients

**FROM:** William Miller, Purchasing Officer

**RE:** **ADDENDUM #3**  
**RFP #0691-0-2008/WM**  
**Knik-Goose Bay Road/Fern Street Intersection Improvements**  
Preliminary/Final Design and Construction Bidding.

---

**Please verify the scope of work for this project as it is described differently through the RFP.**  
The Scope of Work includes the following:

1. traffic impact analysis;
2. final design;
3. bid ready documents;
4. bidding assistance.

Therefore, the evaluation criteria will be based on the ability to perform these tasks along with preliminary engineering. Evaluation criteria will not include surveying or environmental services to support an environmental document or construction administration.

**Page 3, Section 8**

Offerors and proposed subcontractors shall be in compliance with the statutory requirements for Alaska, City of Wasilla and Matanuska-Susitna Borough licensing included in the certification statement on Page 2 of Part D in this RFP package. Non-compliance shall result in rejection of proposal.

*has been amended as follows:*

Proposer shall be in compliance with the statutory requirements for Alaska, City of Wasilla and Matanuska-Susitna Borough licensing included in the certification statement on Page 2 of Part D in this RFP package. Non-compliance shall result in rejection of proposal.

**Page 11, Section 1**

Contractor and all Subcontractors shall comply with the following applicable requirements of Alaska Statutes:

1. **Business Licenses** – Copies of the following business licenses shall be included with the proposal:

- a. State of Alaska Business License.
- b. City of Wasilla Business License
- c. Matanuska-Susitna Borough Business License

*has been amended as follows:*

Proposer shall comply with the following applicable requirements of Alaska Statutes:

1. **Business Licenses** – Copies of the following business licenses shall be included with the proposal:

- a. State of Alaska Business License.
- b. City of Wasilla Business License
- c. Matanuska-Susitna Borough Business License

**Page 20, Article 5.3**

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

*has been amended as follows:*

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

**Page 21, Note:**

***Note: This Article shall not be treated as a distinct task. Costs associated with the services described in this Article shall be apportioned among the tasks required to accomplish the requirements of Articles 7 through 15.***

*has been replaced with the following:*

***Note: This Article shall not be treated as a distinct task. Costs associated with the services described in this Article shall be apportioned among the tasks required to accomplish the requirements of Articles 7 through 10.***

**Page 21, Article 6.3**

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

**6.3.1 FHWA Communication.** All communications with FHWA regarding this project shall be by the City of Wasilla.

**6.3.2 City of Wasilla Activities.** The City of Wasilla's Project Manager will coordinate the Contractor's activities with those of various functional groups within the City of Wasilla.

**6.3.3 Agency and Public Coordination.** The Contractor shall coordinate with appropriate federal (e.g., EPA, USFWS, COE, etc.), state (e.g. DEC, F&G, DNR - SHPO and Parks & Recreation), and local government agencies and the public, including local business groups, special interest groups and organizations that could be affected by the proposed project. The purpose shall be to inform these entities regarding the project and to allow them to identify concerns, suggestions and/or alternative solutions. This shall not include negotiating mitigation of potential impacts. The Contractor shall not commit the City of Wasilla to any action with respect to the proposed project. Any commitments to action or mitigation will be made by the City of Wasilla. Public Involvement is further addressed in Article 14.

*has been amended as follows:*

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

**6.3.1 FHWA Communication.** All communications with FHWA regarding this project shall be through the Alaska Department of Transportation (if needed).

**6.3.2 City of Wasilla Activities.** The City of Wasilla's Project Manager will coordinate the Contractor's activities with those of various functional groups within the City of Wasilla.

**6.3.3 Agency and Public Coordination.** The Contractor shall coordinate with appropriate federal (e.g., EPA, USFWS, COE, etc.), state (e.g. DEC, F&G, DNR - SHPO and Parks & Recreation), and local government agencies and the public, including local business groups, special interest groups and organizations that could be affected by the proposed project. The purpose shall be to inform these entities regarding the project and to allow them to identify concerns, suggestions and/or alternative solutions. This shall not include negotiating mitigation of potential impacts. The Contractor shall not commit the City of Wasilla to any action with respect to the proposed project. Any commitments to action or mitigation will be made by the City of Wasilla. ~~Public Involvement is further addressed in Article 14.~~



**Page 30, Article 9.2**

**9.2 Content.** The Preliminary Engineering Report shall include information required by Chapters 4 and 11 of the Highway Preconstruction Manual. It shall present the project purpose; alternatives for major design elements; proposed design; roadway operational characteristics; construction and maintenance costs, environmental considerations; design standards; traffic analysis; cost estimate; and public input. The presentation of each design element shall conclude by stating the selected alternative and the reasons why selected. Other topics or sections may be required and shall be added to the Preliminary Engineering Report as appropriate. Section 4-40 of the Highway Preconstruction Manual provides additional content requirements for the pre-design engineering document.

*has been amended as follows:*

**9.2 Content.** The Preliminary Engineering Report shall include information required by Chapters 4 and 11 of the Highway Preconstruction Manual. It shall present the project purpose; alternatives for major design elements; proposed design; roadway operational characteristics; construction and maintenance costs, environmental considerations; design standards; traffic analysis; cost estimate; and public input. The presentation of each design element shall conclude by stating the selected alternative and the reasons why selected. Other topics or sections may be required and shall be added to the Preliminary Engineering Report as appropriate. ~~Section 4-40 of the Highway Preconstruction Manual provides additional content requirements for the pre-design engineering document.~~

**Page 30, Article 9.4**

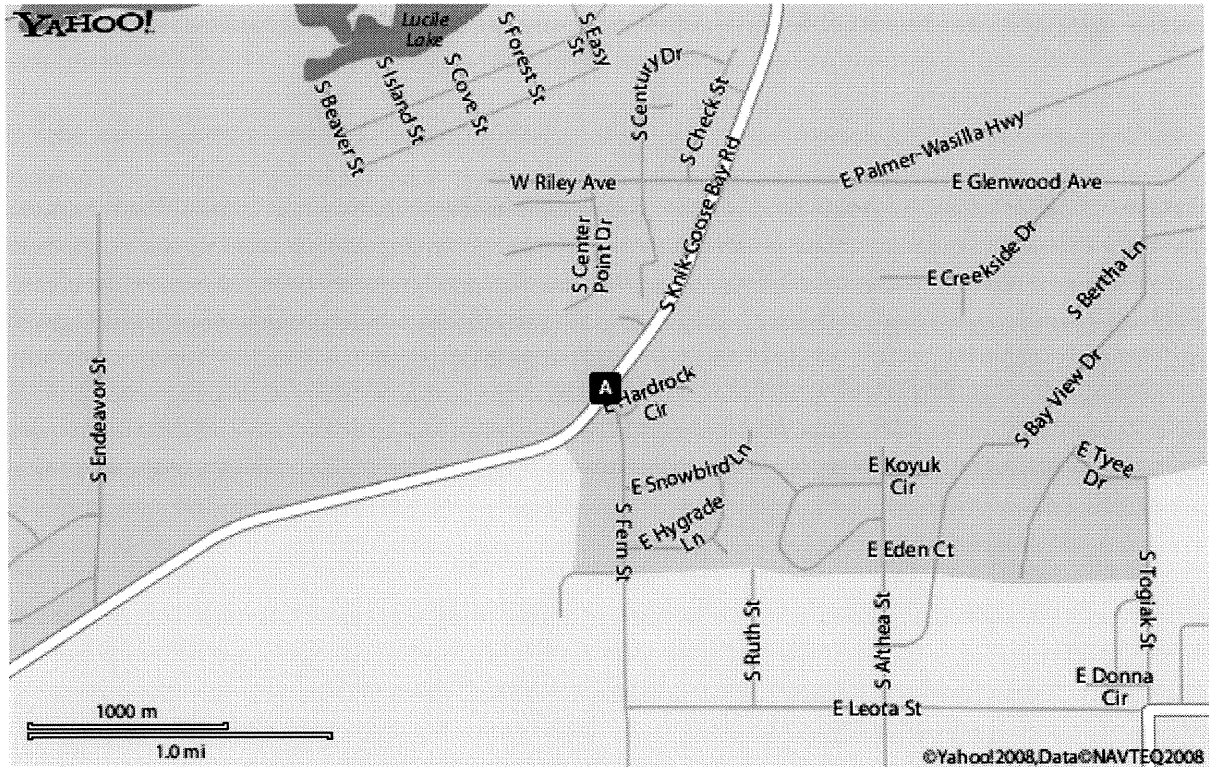
**9.4 Reviews and Schedule.** A draft of the Preliminary Engineering Report shall be submitted for review. The City of Wasilla shall be allowed four weeks after the draft is submitted for the return of comments. The Contractor shall address these comments to the satisfaction of the City of Wasilla prior to making the next submittal. The final Preliminary Engineering Report shall be submitted to the City of Wasilla prior to, or with, the final submittal of the Environmental document.

*has been amended as follows:*

**9.4 Reviews and Schedule.** A draft of the Preliminary Engineering Report shall be submitted for review. The City of Wasilla shall be allowed four weeks after the draft is submitted for the return of comments. The Contractor shall address these comments to the satisfaction of the City of Wasilla. ~~prior to making the next submittal. The final Preliminary Engineering Report shall be submitted to the City of Wasilla prior to, or with, the final submittal of the Environmental document.~~

Page 32 through page 35: Exhibits are incorrectly labeled at Exhibits B-1 through B-IV. The amended Exhibits are listed below and have the correct reference of G-1 through G-4.

### EXHIBIT G-1 PROJECT LOCATION MAP



#### NOTICE OF USE

**CONTRACTOR (MANUFACTURER/ SUPPLIER) NAME: NAVTEQ**

**CONTRACTOR (MANUFACTURER/SUPPLIER) ADDRESS: 222 Merchandise Mart Plaza, Suite 900,  
Chicago, Illinois 60654**

This Data is a commercial item as defined in FAR 2.101 and is subject to the Yahoo! Maps Terms of Use (<http://help.yahoo.com/help/us/maps/using/maps-24.html>) under which this data was provided.

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**EXHIBIT G-2  
HIGHWAY STANDARDS AND GUIDELINES**

AASHTO	A Policy on Geometric Design of Highways and Streets
AASHTO	Highway Drainage Guidelines
AASHTO	Roadside Design Guide
AASHTO	Manual on Subsurface Investigations
AASHTO	Guide for the Development of Bicycle Facilities
ATTSA	Training Course for work site Traffic Supervisors
ASPLS	Standards of Practice
ASPLS	Federal Geodetic Control Committee's Standards and Specifications for Geodetic Control Networks
<b>DOT&amp;PF</b>	<b>Highway Preconstruction Manual</b>
<b>DOT&amp;PF</b>	<b>Standard Modifications (Supplementary Specifications to the Standard Specification for Highway Construction)</b>
DOT&PF	Standard Drawings
DOT&PF	Central Region Standard Drawings
DOT&PF	Alaska Test Methods, Materials
DOT&PF	Environmental Project Development Procedures
DOT&PF	Alaska Highway Drainage Manual
DOT&PF	Guide for Flexible Pavement, Design, and Evaluation
DOT&PF	Geotechnical Procedure Manual
DOT&PF	Alaska Traffic Manual
DOT&PF	Construction Surveying Requirements
DOT&PF	Right-of-Way Manual
DOT&PF	Central Region Drafting Manual, Chapter 2, Highway Design (Network Printout)
DOT&PF	Central Region Checklists (Network Printout)
DOT&PF	Highway Design Drafting Manual (Draft)
DOT&PF	Alaska Sign Design Specifications
DOT&PF	Department Policy 05.05.020, Traffic Control Zone Speed
FHWA	Access Management and Traffic Analysis of Highways
FHWA	Roadway Lighting Handbook, Latest Edition
FHWA	Railroad – Highway Grade Crossing Handbook
FHWA	Hazardous Waste: Impacts on Highway Project Development
FHWA	Project Development and Environmental Documentation
FHWA	Code of Federal Regulations, Title 23, Highways
ITE	Traffic Engineering Handbook, 5th Edition, Prentice Hall
ITS	Expert System Development for Hazardous Waste Management, Site Investigation and Training Expert Advisor (site), Version 2.0, Volume II, Reference Guide
<b>TRB</b>	<b>Highway Capacity Manual Special Report 209</b>

**EXHIBIT G-3**  
**ENVIRONMENTAL STANDARDS AND GUIDELINES**

**GENERAL**

- FHWA Technical Advisory T6640.8A “Guidance Material for the Preparation of Environmental Documents” October 30, 1987
- FHWA Executive Order 11990 – Protection of Wetlands
- FHWA Executive Order 11988 – Floodplain Management
- FHWA Section 4(f) of the U.S. Department of Transportation Act
- FHWA Code of Federal Regulations, Title 23, Part 771 – Environmental Impact and Related Procedures
- FHWA Project Development and Environmental Documentation, May 1990

**NOISE**

- FHWA TNM 1.0 – Traffic Noise Model
- FHWA Noise Abatement Criteria, Code of Federal Regulations, Title 23, Part 772
- DOT&PF Noise Policy, March 1996

**HISTORY & ARCHEOLOGY**

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

**NEPA/404 MERGER**

- FHWA Applying the Section 4040 Permit Process to Federal Highway Projects (FHWA-RE-88-028)

**AIR QUALITY**

- CFR Title 40, Parts 51 and 93

**HAZARDOUS WASTE**

- ASTM 1527-93, Standard Practice for Environmental Assessments: Phase I Envir. Site Assessment Process
- FHWA Hazardous Waste: Impacts on Highway Development, March 26, 1990

### **FEDERAL AND STATE GUIDELINES FOR AN EIS**

- CFR Title 40, Protection of Environment, Parts 1500-1508, Latest Edition
- CFR Title 23, Highways, Latest Edition
- FHWA Technical Advisory T6640.8A-Guidance Material for the Preparation of  
Envir. Documents, 10/30/87
- FHWA DP-45-IR, Sound Procedures for Measuring Highway Noise: Final Report
- FHWA Highway Traffic Noise Prediction Model. (FHWA-RD-77-108) December  
1978
- DOT&PF Highway Preconstruction Manual – Chapter 4, 5, and 11, Section Edition
- AASHTO A Policy on Geometric Design on Highways and Streets

**EXHIBIT G-4**  
**SAMPLE – MONTHLY PROGRESS REPORT**

**ATTENTION:** (agency project manager, agency name)

**FROM:** (contractor's project director, contractor's firm)

**PROJECT:** (project title & number)

**CONTRACT NO.:**

**PROGRESS REPORT NO.:**

**DATE:**

1. SUMMARY OF WORK PERFORMATED DURING THE REPORT PERIOD
2. CUMULATIVE PROGRESS TO DATE
3. PERCENTAGE COMPLETION OF TAKS CONTAINED IN FINAL WORK PLAN

Tasks

% Completed

4. FINDINGS / RESULTS TO DATE
5. EXPENDITURES FOR REPORT PERIOD AND CUMULATIVELY TO DATE  
(describe deviations from anticipated levels)
6. PLANS FOR SUCCEEDING PROJECT PERIOD
7. ANTICIPATED DELAYS / PROBLEMS
8. DIFFICULTIES DURING REPORT PERIOD

All other terms and conditions remain the same.

**END OF ADDENDUM**

We appreciate your participation in this solicitation.



**CITY OF WASILLA  
MEMORANDUM**

**DATE:** 03/04/2008

**TO:** All RFP Recipients

**FROM:** William Miller, Purchasing Officer

**RE:** **ADDENDUM #4**  
**RFP #0691-0-2008/WM**  
**Knik-Goose Bay Road/Fern Street Intersection Improvements**  
Preliminary/Final Design and Construction Bidding.

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**The following item in Addendum #3 was not amended. It has been amended as follows:**

**Page 30, Article 9.4**

**9.4 Reviews and Schedule.** A draft of the Preliminary Engineering Report shall be submitted for review. The City of Wasilla shall be allowed four weeks after the draft is submitted for the return of comments. The Contractor shall address these comments to the satisfaction of the City of Wasilla prior to making the next submittal. The final Preliminary Engineering Report shall be submitted to the City of Wasilla prior to, or with, the final submittal of the Environmental document.

has been amended as follows:

**9.4 Reviews and Schedule.** A draft of the Preliminary Engineering Report shall be submitted for review. The City of Wasilla shall be allowed four weeks after the draft is submitted for the return of comments. The Contractor shall address these comments to the satisfaction of the City of Wasilla. ~~prior to making the next submittal. The final Preliminary Engineering Report shall be submitted to the City of Wasilla prior to, or with, the final submittal of the Environmental document.~~

All other terms and conditions remain the same.

**END OF ADDENDUM**

We appreciate your participation in this solicitation.



**CITY OF WASILLA  
MEMORANDUM**

**DATE:** 03/04/2008

**TO:** All RFP Recipients

**FROM:** William Miller, Purchasing Officer

**RE:** ADDENDUM #5  
RFP #0691-0-2008/WM  
Knik-Goose Bay Road/Fern Street Intersection Improvements  
Preliminary/Final Design and Construction Bidding.

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**Question**

Are surveying services part of this contract?

**City Response**

Surveying services are expected as part of the contract to complete a final design, therefore, design surveying will be included in the evaluation criteria, whereas, construction surveying will not be included in the evaluation criteria.

All other terms and conditions remain the same.

**END OF ADDENDUM**

We appreciate your participation in this solicitation.





**CITY OF WASILLA  
MEMORANDUM**

**DATE:** 03/07/2008  
**TO:** All RFP Recipients  
**FROM:** William Miller, Purchasing Officer  
**RE:** **ADDENDUM #6**  
**RFP #0691-0-2008/WM**  
**Knik-Goose Bay Road/Fern Street Intersection Improvements**  
Preliminary/Final Design and Construction Bidding.

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The deadline for submittal of proposals has been extended to Friday, March 14, 2008.

**Question**

The total points add up to 105...is this correct?

**City Response**

No, Section C has been amended as follows:

**EVALUATION CRITERIA**

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

**SECTION I - TECHNICAL PROPOSAL**

**1. Objectives and Services**

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

**2. Methods**

Response must outline the methods for accomplishing the proposed contract or, if methodology is contained in the proposed Statement of Services, address its adequacy. Describe what, when,

**1. Weight:**

**2. Weight:**

where, how, and in what sequence the work will be done. Identify the amount and type of work to be performed by any Subcontractors. Consider how each task may be carried out; what services or interaction required from/with the City of Wasilla; etcetera. Suggest alternatives, if appropriate. Identify any **distinct and substantive qualifications** for undertaking the proposed contract such as the availability of specialized equipment or unique approaches or concepts **relevant to the required services** which the firms may use.

### 3. Management

3. Weight:

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

### 4. Proposed Project Staff

4. Weight:

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

1. Contract Manager (contract compliance)
2. Project Manager (single point-of-contact directly engaged in contract performance)
3. Lead Civil Designer (engineer who will lead design effort)
4. Traffic Analyst (engineer will perform traffic impact analysis) TIA

\*All personnel acting in responsible charge for all Land Surveying, Architectural and Engineering functions require Alaska Registration.

Continued Next Page

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

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

**5. Workload and Resources**

**5. Weight:**

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

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

**6. Business History**

**6. Weight:**

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

**7. Quality of Proposal**

**7. Weight:**

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

<b>8. Disadvantaged Business Enterprises</b>	<b>23 CFR 172.5(e)</b>
<b>Weight shall be at least "10" for FHWA or FAA funded contracts.</b>	

**8. Weight:**

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

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

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

**SECTION II - PREFERENCES**

PA

**9. Geographic Location**  
Weight shall be "0" if any federal funding EXCEPT if services must be performed by licensed Architects, Engineers or Land Surveyors, then Weight shall be greater than "0", regardless of funding sources.

**11. Weight**

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

*Response will be scored: Rating x Number of Evaluators x Weight = Criterion Score. Rating will be as follows:*

*Assign a rating of "5" if the Project Manager's office is located within 25 radial miles of the project site.*

*Assign a rating of "4" if the Project Manager's office is located within 50 radial miles of the project site.*

*Assign a rating of "3" if the Project Manager's office is located within 75 radial miles of the project site.*

*Assign a rating of "2" if the Project Manager's office is located within 100 radial miles of the project site.*

*Assign a rating of "1" if the Project Manager's office is located over 250 radial miles from the project site.*

All other terms and conditions remain the same.

**END OF ADDENDUM**

We appreciate your participation in this solicitation.

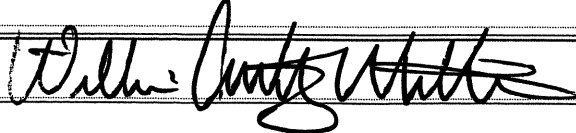
Project Name: Knik-Goose Bay Road/Fern Street Intersection Improvements

RFP Number: 0691-0-2008/WM

Cumulative Project Score Sheet	Proposers	Alaska Rim Engineering, Inc.	DOWL Engineers	Lousbury & Associates, Inc.	R&M Consultants	USKH		
		Scoring Team						
Scorer #1		210	265	250	450	395		
Scorer #2		140	355	330	450	295		
Scorer #3		345	390	230	205	400		
Scorer #4								
Scorer #5								
Scorer #6								
Total Awarded Points		5	3	4	1	2		
Ranking by Points		695	1010	810	1105	1090		

Reviewer's Comments

#1 - R&M  
 #2 - USKH  
 #3 - DOWL

Reviewed by:  Date: 4/15/08



**R&M CONSULTANTS, INC.**  
9101 Vanguard Drive, Anchorage, Alaska 99507

(907) 522-1707, FAX (907) 522-3403, www.rmconsult.com

May 23, 2008

R&M No. 0001.00

Mr. William A Miller  
City of Wasilla  
290 E. Herning Avenue  
Wasilla, AK 99654

RE: RFP No. 0691-0-2008/WM  
Knik-Goose Bay Road/Fern Street Intersection Improvements  
*Scope-of-Work and Fee Proposal (DRAFT)*

Dear Mr. Miller:

R&M Consultants, Inc. (R&M) appreciates the opportunity to provide professional services for the referenced project. R&M understands the objective of the project is to design improvements to the KGB Road/Fern Street intersection to accommodate increased capacity, as a result of the Fern Street extension.

R&M has prepared a scope-of-work, fee proposal as requested by City of Wasilla in a meeting with Mr. William Miller and Mr. Archie Giddings, P.E. on May 6<sup>th</sup> 2008. The proposed services are separated into the following tasks as discussed in R&M's response proposal to the referenced Request for Proposals:

- Task 1 - Design and ROW Surveys
- Task 2 - Traffic Impact Analysis
- Task 3.1 - Preliminary Engineering Report
- Task 3.2 - Environmental and Public Activities
- Task 3.3 - Final Design
- Task 4 - Completion Documentation

Additional Service tasks, if deemed by the City during the engineering process, are also proposed:

- Task 1A - Additional Design and ROW Surveys
- Task 3A - Additional Final Design

The scope of services for each task is generally described herein, and a Time & Expense (T&E) fee proposal (attached) has been prepared, estimating the amount of hours necessary to complete each task. Hourly rates are listed for each assigned personnel, based an established multiplier which includes profit.

## **SCOPE-OF-WORK**

**Task 1 - Design and ROW Surveys:** Perform surveying and ROW mapping of KGB Road / Fern Street intersection within 1,000 north and south, along KGB Road ROW. Include 700 feet south to Cottonwood Creek and 700 feet north to the undeveloped road. This task should also include the aerial mapping for KGB Road corridor up to and including the Palmer/Wasilla Highway intersection. ROW survey scope will be sufficient to define the location Fern Street ROW and KGB Highway ROW, with back lot corners of the lots east and west of Fern on the south side. The north side lot may also need the back lots surveyed, or it has recently been replatted for development.

**Task 2 - Traffic Impact Analysis:** Provide traffic forecasting for the area development and street system. Long-term forecasts will be derived from the MSB travel demand model, while short-term forecasts will use trip generation methods. Distribution and assignment of residential trips to Fern Street, Crusey Street, East Edlund Road, KGB Road, and Fairview Loop with the Fern corridor will be determined and completed. Capacity analyses, warrant evaluations, and control guidelines are required to assure that the travel demand volumes can be satisfied by the design.

**Task 3.1 - Preliminary Engineering Report:** Develop and evaluate alternatives for performance, cost and environmental considerations to identify a preferred alternative. The engineering evaluation will incorporate products from Tasks 1 & 2 to develop project plans, a Preliminary Engineering Report (PER), and Utility Conflict Report (UCR) in conformance with DOT&PF's Preconstruction Manual (PCM). Roadway operational characteristics will be developed based on approved design criteria and applicable design standards. Signalization and lighting will be evaluated by the R&M team to determine the required elements that need to be incorporated into the project. Construction cost estimates will be developed based on historical bid tabulations provided by City of Wasilla and DOT&PF bid tabulations. Public input will be considered in the design of intersection improvements and summarized as an appendix to the PER

**Task 3.2 - Environmental and Public Activities:** Prepare and complete a state project environmental checklist, along with the necessary environmental analyses, research, and agency coordination to serve as supporting documentation. The checklist will set forth the permits and agency authorizations necessary to allow the project to be constructed. This will also include preparation and execution of a Public Involvement Plan (PIP) in a collaborative effort with the City's Project Manager and Planning Department.

**Task 3.3 - Final Design:** Develop Plans, Specifications and Estimates (PS&E) submittal packages of the selected alternative defined in Task 3.1. Contract documents will be developed using AutoCAD 2005 and Land Desktop computer software, in accordance with the DOT&PF 2004 Standard Specifications for Highway Construction. The PS&E package will conform to requirements of the PCM Section 1100, which includes the AASHTO green book, the Alaska Traffic Manual and accepted engineering practices. Bidding Assistance will is also included in this task.



Mr. William A Miller  
City of Wasilla  
May 23, 2008  
Page 3 of 3

**Task 4 - Completion Documentation:** Provide all completion documents and submit originals to the City, and maintain a copy for reference during construction. This documentation will include a Quantities Estimate book with calculations for each pay item referenced to the plan and detail sheets, and a separate Cost Estimate book establishing unit prices shown in the Engineers Estimate.

### **Additional Services**

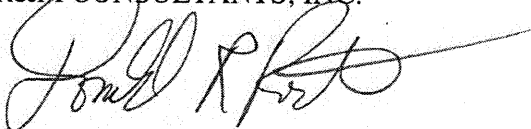
The following tasks have been defined to accommodate the potential for a multi-lane selected alternative at the KGB Road / Fern Intersection.

**Task 1A - Additional Design and ROW Surveys:** Perform surveying and ROW mapping along KGB Road, from Task 1 limits to 1,500 feet north at the Palmer/Wasilla Highway intersection. This will pick up approaches and ROW limits for the multilane design of KGB Road if necessary. This is proposed as an independent task that could be requested later in the engineering process after Task 1 has been completed.

**Task 3A - Additional Final Design:** Provide additional design services for a multilane design of KGB Road up to the Palmer/Wasilla Highway intersection. This includes the additional design effort required for a multi-lane intersection of KGB Road at Fern Street.

Please call if you have any questions or need additional clarification.

Very truly yours,  
R&M CONSULTANTS, INC.



Donald R. Porter, P.E.  
Project Manager

Enclosures: Fee Proposal with hourly breakdowns

DRP\*fdt

**PRICE PER TASK SUMMARY**

<b>FIRM: R&amp;M Consultants, Inc.</b>		<b>PROJECT TITLE:</b>	<b>DATE: 5/23/2008</b>
<b>Client: City of Wasilla</b>		<b>KGB Road / Fern Street Intersection Imp.</b>	
<b>Task</b>	<b>Task Description</b>	<b>Total Cost</b>	
1	Design and ROW Surveys	\$58,202	
2	Traffic Impact Analysis	\$36,823	
3.1	Preliminary Engineering Report	\$41,000	
3.2	Environmental and Public Activities	\$37,438	
3.3	Final Design	\$100,536	
4	Completion Documentation	\$10,078	
	<b>Total Basic Services</b>	<b>\$284,077</b>	
1A	Additional Design and ROW Surveys	\$19,914	
3A	Additional Final Design	\$26,822	
	<b>Total Additional Services</b>	<b>\$46,736</b>	
	<b>Total Proposed Services</b>	<b>\$330,813</b>	

**Scope of Work and Fee Proposal**

**Project** Fern & KGB Intersection Improvements Study  
**Client** R&M (City of Wasilla)

Work Order Number 139

Date 16-May-08

Task/Activity Scope	Kinney Engineering Labor		Kinney Engineering Labor		Kinney Engineering Labor		Kinney Engineering Expenses
	Principal /Senior Traffic Engineer		Traffic Technician		Kinney Engineering Expenses		
	Hours	Cost at \$120 per hr	Hours	Cost at \$55 per hr			
<b>Project Management</b>	8.0 hrs	\$ 960.00			\$ 300.00	Misc Expenses	
<b>Field Studies and Early Public Involvement</b>							
Intersection TMC (Glendale, Fern, Eklund) AM and PM Peak Hrs	2.0 hrs	\$ 240.00	24.0 hrs	\$ 1,320.00	\$ 225.00	Mileage	
AADT and Vehicle Classification with machine hose counts	1.0 hrs	\$ 120.00	8.0 hrs	\$ 440.00	\$ 200.00	2 Machine rent @ \$100/week	
Speed Studies	1.0 hrs	\$ 120.00	8.0 hrs	\$ 440.00			
Field Review	8.0 hrs	\$ 960.00					
Agency Meetings	8.0 hrs	\$ 960.00					
<b>Design Designations</b>							
Volume Forecasts (Demand Model and, or Trip Generation with Manual Techniques)	30.0 hrs	\$ 3,600.00	13.5 hrs	\$ 742.50			
AADT, TMV, PHE, DHV, DD, Peds, % HV	20.0 hrs	\$ 2,400.00					
<b>Crash Studies</b>							
Rates and Over Representation Analyses	2.0 hrs	\$ 240.00	8.0 hrs	\$ 440.00			
Contributing Factors and Countermeasures	4.0 hrs	\$ 480.00					
Crash Reduction/Safety Improvement Alternatives	2.0 hrs	\$ 240.00					
<b>Alternative Formulation and Evaluation</b>							
Warrant Studies for Control Types (Ranges of Alternatives: No-Build, Signals, Roundabout)	6.0 hrs	\$ 720.00					
Build Capacity Models	8.0 hrs	\$ 960.00					
For each Alternative: Evaluate AM and PM hours for current time, construction year and design year	16.0 hrs	\$ 1,920.00					
Determine Geometrics and Operational Parameters for Each Alternative (lanes, signal phasing, etc.)	12.0 hrs	\$ 1,440.00					
Ped and Bike Performance Measures	4.0 hrs	\$ 480.00					
<b>Traffic Analysis Report (pdf and WORD Files)</b>							
Draft	32.0 hrs	\$ 3,840.00	16.0 hrs	\$ 880.00			
Final	8.0 hrs	\$ 960.00	4.0 hrs	\$ 220.00			
<b>Column Totals</b>	172.0 hrs	\$ 20,640.00	81.5 hrs	\$ 4,482.50	\$ 725.00		
<b>Total Proposal</b>		\$ <b>25,847.50</b>					

May 20, 2008

R&M Consultants, Inc.  
Surveying and Mapping  
9101 Vanguard Dr.  
Anchorage, AK 99507

Project: Fern Street-KGB Ortho and Mosaic

**Proposal: P608173**

Dear Mr. Story:

Aero-Metric, Inc. is pleased to respond to your request for proposal regarding the above referenced project. This proposal describes our understanding of the services and standards your project requires.

### Summary of Work

From this aerial photography, we will produce the following:

- Digital orthophotos at a scale of 1"=300' with a pixel size of 1.0' from August 27, 2007 photography at 1"=1,500'
- Digital image mosaic with 2' pixels from May 14, 2006 photography at 1"=1,500'

### Project Area

The project area for the orthophoto includes the Fern Street area as marked in the photo you emailed on May 15. The mosaic area covers the larger area also as noted in your photo.

### Photogrammetric Control Surveying

This project will require four photo ID points. We will develop a control plan showing approximate locations for the four photo ID points to be surveyed. We will coordinate with your field surveyor to be certain that person has a clear understanding of the photogrammetric targeting requirements.

You may select the horizontal and vertical datums for this project prior to the project start. The control data should be provided to Aero-Metric in the form of three-dimensional planar coordinates. The data may be in the form of any coordinate or datum values you select.

### Quality Standards

Aero-Metric agrees to use reasonable care and the standards of practice ordinarily exercised by the photogrammetric profession.

This project has been designed to conform to American Society for Photogrammetry and Remote Sensing (ASPRS) Class II Accuracy Standards for Large Scale Maps.

## Schedule

### Production Schedule

Production for this project, including aerotriangulation and related tasks, is expected to take fifteen workdays for completion from the receipt of accurate and acceptable photogrammetric control values from your office. This project contains elements that are beyond our control, and we are therefore only able to provide a tentative schedule at this time. We will work with you to determine a mutually agreeable schedule for the remainder of the project after photography has been acquired and final survey control has been delivered to Aero-Metric.

We will make a reasonable effort to maintain the agreed-upon schedule; however, should the project be interrupted by technical problems beyond our control, including control deficiencies, rescheduling may become necessary.

### Deliverables

During the course of the project or upon completion, Aero-Metric will deliver the following items to R&M Consultants, Inc.:

- Digital orthophoto raster image files in TIFF format with associated world files
- Digital image mosaic in TIFF format without world files

All digital files will be delivered on CD-ROM.

### Cost and Payment Terms

Compensation for the above services will be broken down to lump sum fees for the following services:

Service	Cost
Orthophoto for Fern Street-KGB area	\$2,825.00
Digital image mosaic for entire project area	\$600.00
<b>Total</b>	<b>\$3,425.00</b>

Invoices are payable within 30 days from date of postmark.

### Client Responsibilities

The successful and timely completion of this project is dependent upon a number of elements and work tasks, some of which involve participation by the client. R&M Consultants, Inc. will be responsible for designating a representative for the project who will have the authority to transmit instructions, receive information, and make timely decisions with respect to the services provided by Aero-Metric.

### Aero-Metric Representative

Rebecca R. Floyd will represent Aero-Metric during the performance of the services to be provided under this agreement. Rebecca R. Floyd has the authority to transmit and receive instructions and make decisions with respect to the services, and is authorized to commit the necessary resources towards completing the services described herein.

## Signature Summary

Proposed Project      Fern Street-KGB Ortho and Mosaic  
Proposed Number      P608173  
Proposed Date      May 20, 2008

Proposed To      R&M Consultants, Inc.  
                            9101 Vanguard Dr.  
                            Anchorage, AK 99507

Submitted By      Rebecca R. Floyd, Project Manager

Agreement      We agree that the attached proposal constitutes the entire agreement between R&M Consultants, Inc. and Aero-Metric, Inc. relating to this project. We accept this proposal with its terms and conditions.

Client:      R&M Consultants, Inc.

Signature: \_\_\_\_\_

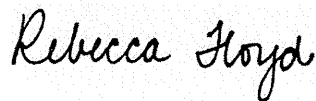
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

We look forward to working with you and your staff to complete this project in a timely and cost-effective manner. Should you have any questions, please call me at 907-272-4495 or email me at the address shown below.

Sincerely,



Rebecca R. Floyd  
Project Manager  
rfloyd@aerometric-ak.com  
Aero-Metric, Inc. - Alaska

## Terms & Conditions

**STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and Aero-Metric cannot provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by Client are specifically objected to.

**CHANGE OF SCOPE.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Client. For some projects scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined. Aero-Metric will promptly provide Client with an amendment to this Agreement to recognize such change, which shall be deemed approved if not objected to within 15 days of receipt by Client.

**SAFETY.** Aero-Metric has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Aero-Metric specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Aero-Metric employees.

**DELAYS.** If events beyond the control of Client or Aero-Metric, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 90 days, Aero-Metric shall be entitled to an equitable adjustment in compensation.

In the event Aero-Metric is delayed by Client and such delay exceeds 30 days, Aero-Metric shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

**TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party. Client shall pay Aero-Metric for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

In the event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.

**INSURANCE.** Aero-Metric will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation, and Employer's Liability in amounts in accordance with legal, and Aero-Metric's business, requirements. Certificates evidencing such coverage will be provided to Client upon request.

**INDEMNITIES.** To the fullest extent permitted by law, Aero-Metric shall indemnify and save harmless Client from and against loss, liability, and damages sustained by Client, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the willful misconduct or failure to adhere to the standard of care described in Paragraph 1 above of Aero-Metric, its agents or employees.

**LIMITATIONS OF LIABILITY.** To the fullest extent permitted by law, Aero-Metric's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Aero-Metric's negligence, errors, omissions, strict liability, or breach of contract shall not exceed, either (a) the total compensation received by Aero-Metric under this Agreement, or (b) reperformance of the defective services by Aero-Metric at no cost to Client.

No employee or agent of Aero-Metric shall have individual liability to Client.

IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL AERO-METRIC BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.

**ACCESS.** Client shall provide Aero-Metric safe access to any premises necessary for Aero-Metric to provide the Services.

**OWNERSHIP AND REUSE OF PROJECT DELIVERABLES.** All documents delivered by Aero-Metric to Client become the property of the Client. These documents and materials could include positive or negative film, contact prints and enlargements of aerial photography, digital map files, digital terrain/elevation models, maps, or inked tracings and/or all other visual impressions, whether recorded and/or delivered magnetically, electronically, optically or otherwise.

These documents and materials shall not be released or made available by Aero-Metric to any third party or used for other purposes at any time without the written approval of the Client.

Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client of any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by Aero-Metric for the specific purpose intended, shall be at the Client's risk. Client agrees to defend, indemnify, and hold harmless Aero-Metric from all claims, damages, and expenses, (including reasonable litigation costs), arising out of such reuse or alteration by Client or others acting through Client.

**MATERIAL ADVERSE EFFECT.** This agreement may be amended if an event, change, or effect creates a material adverse effect upon the operation of Aero-Metric. Such material adverse effect may be created by, or be the effect of acts of, terrorism or war (whether declared or not declared) which materially impair Aero-Metric's ability to operate its business in accordance with the standard of professional practice ordinarily exercised by our profession and which formed the basis of this agreement.

**AMENDMENT.** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

**ASSIGNMENT.** Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

**STATUTES OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for payment of fees due Aero-Metric and claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

**PREVAILING PARTY LITIGATION COSTS.** In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

**NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

**NO THIRD-PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.

**SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

**AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.



City Of Wasilla  
Capital Improvement Project Detail  
Fiscal Year 2009  
Through Fiscal Year 2013

Project Title:

Project Number:   
(Assigned By Finance Department)

Project Description:

Department/Div.:

Ranking:   
(Assigned By Administration)

**Project Narrative:**

This request will fund intersection improvements up to and including a traffic signal on Knik-Goose Bay Road at Fern Street. This is a new project recently identified by the Borough to allow the connection of Fern Street to Edlund Road. The Fern Street connection will provide a new north-south collector road for residents along Fairview Loop. The Fern Street connection cannot be completed until intersection improvements on Knik-Goose Bay Road are achieved to insure safe traffic movements can occur on and off Knik-Goose Bay Road.

**Impact on Operating Budget:**

\$15,000 annually

**Project Cost Summary**

**Expenditure Category:**

	Prior Budget	Project Expenditures To Date	Project Balance	Additions					Total CIP Cost
				Fiscal YR 2009	Fiscal YR 2010	Fiscal YR 2011	Fiscal YR 2012	Fiscal YR 2013	
Administration/OH	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Land	-	-	-	-	-	-	-	-	-
Design Services	-	-	-	-	-	-	-	-	-
Engineering	-	-	-	-	-	-	-	-	-
Construction	-	-	-	1,200,000	-	-	-	-	1,200,000
Equipment	-	-	-	-	-	-	-	-	-
Other Services	-	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-	-
<b>Totals</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,200,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,200,000</b>

**Funding Source Summary**

**Funding Sources:**

	Prior Budget	Project Revenue To Date	Project Balance	Additions					Total CIP Funding
				Fiscal YR 2009	Fiscal YR 2010	Fiscal YR 2011	Fiscal YR 2012	Fiscal YR 2013	
State:									
Legislative Grant	\$ -	\$ -	\$ -	\$ 1,200,000	\$ -	\$ -		\$ -	\$ 1,200,000
<b>Totals</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,200,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,200,000</b>

**Cost Beyond 5-Year**

Program: