



NOTICE TO PROCEED & INVOICE SUMMARY

NTP No: 1
 Agreement No: 25233020
 IRIS Program No: HSHWY00015
 Federal No: N/A
 PSA Expiration Date: December 31, 2023

(This form is for any FIXED PRICE Agreement or for a COST REIMBURSEMENT Agreement in which the sum of all NTPs will not exceed \$250,000.)



Contractor: PND Engineers, Inc.
 Project Title: JNU Cascade Point Ferry Terminal- Design Services

NOTICE TO PROCEED

In accordance with our Agreement, provide the following services (or services described in the following referenced attachment):

Task 1: Background and site research, site visit, planning meetings, concept development, and cost estimates.

Compensation for this NTP shall be by the method(s) and not exceed the authorized amount(s) specified in the Invoice Summary (below). The Agency Contract Manager for this NTP is: Misty Butler Tel No: 907-465-4414

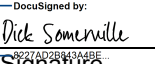
Issued for the Contracting Agency per ADOT&PF Policy #01.01.050 by: <small>DocuSigned by:</small>  Signature Date Name: Misty Butler, P.E.	Accepted for the Contractor by: <small>DocuSigned by:</small>  Signature Date Name: Charles (Dick) Somerville, P.E.
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INVOICE SUMMARY

This Invoice is for [] Progress OR [] Final Payment. **Sequential Invoice Number for this NTP is: []**.

* Generally, each firm may be compensated by only one of the following Methods of Payment for this NTP:
 Fixed Price (FP) Amounts entered in Columns "c" and "g" only Cost Plus Fixed Fee (CPFF)..... Columns "c", "d", "e", "f" and "g" only
 FP + Expenses (FPPE).... Columns "c", "e" and "g" only Time and Expenses (T&E)..... Columns "c", "e" and "g" only

Firms (Prime & Subcontractors)*	Meth of Pay	Labor (or FP)	Indirect Cost	Expenses	Fixed Fee	Total Price
PND Engineering, Inc.	FP	\$259,186				\$265,865
RESPEC	FP	\$27,465				\$27,465
K Corp	FP	\$26,850				\$26,850
GVJ	FP	\$27,760				\$27,760
JYW	FP	\$10,276				\$10,276
Solstice	FP	\$3,710				\$3,710
Glosten	FP	\$37,512				\$37,512
Total NTP Amount Authorized for All Firms		\$399,438				\$399,438
Sum of Prior APPROVED Payments						
Sum for THIS INVOICE						
Sum of Prior Payments and this Invoice						
Balance of Authorized Amount						

Template TPJ001 Activity 014N	Object 5007 Phase T02NON	PAYMENT REQUEST (Contractor): <small>DocuSigned by:</small>  Signature Date Name: Dick Somerville, P.E.
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APPROVAL FOR PAYMENT

PAYMENT RECOMMENDED: I certify this Invoice to be valid and accurate and that services were performed substantially in conformance with the contract requirements and schedule. Signature Date Name: Misty Butler, P.E.	PAYMENT APPROVED: Based upon the Contract Manager's recommendation and certification, I hereby approve payment. Signature Date Name: David Lowell, P.E.
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INSTRUCTIONS TO CONTRACTOR
for
NOTICE TO PROCEED & INVOICE SUMMARY (NTP)

1. Retain an unmarked, as issued, copy of this (NTP) form to be used for reproduction and billing.

Note **Several NTPs may be concurrently active under one Professional Services Agreement, each requiring separate cost accounting.**

2. If this NTP is unacceptable, notify the Contracting Agency immediately. If acceptable, acknowledge by signature where indicated *on a copy* of this NTP and return it within ten days after your receipt.
3. Submit monthly Invoices to the Agency Contract Manager named in this NTP. You may use your firm's invoice forms; however, you must also **provide a copy of page one of this NTP form as the FACE PAGE of each invoice submitted and with the following entries accurately completed:**

- a) Indicate if the Invoice is for Progress or Final Payment and show the Sequential Invoice Number for this NTP.
- b) In each column (c, d, e, f & g) where there is an Authorized Amount, show amounts for: Prior APPROVED Payments; THIS INVOICE; Prior Payments plus this Invoice; and Balance of Authorized Amount.

Note "Prior APPROVED Payments" amounts may NOT be the same as the total of all your prior invoices if some items were disallowed or adjustments were made. If a prior billing has not been acknowledged with any payment, or a different amount from your billing was paid without notification to you of the reason(s), attach a request for an explanation and remedial action.

4. Sign, date and enter printed or typed name under "PAYMENT REQUEST (Contractor)" thereby attesting to the following:

"By signature on this form, the Contractor certifies entries to be true and correct for the services performed to date under or by virtue of said Agreement and in accordance with AS 36.30.400. The Contractor further certifies that all applicable Federal, State and Local taxes incurred by the Contractor in the performance of the services have been paid and that all Subcontractors engaged by the Contractor for the services included in any invoice shall be fully compensated by the Contractor for such services."

5. Substantiate all charges on each invoice, other than for Fixed Prices or Fixed Fees, by attaching a summary of hours expended and hourly labor rate per employee; summary of units completed; subcontractor invoices; expense receipts, etc.; or other proof of expenditures.
6. ***Prime Contractor's Labor and Indirect Cost shall be billed to the Contracting Agency within 45 days of performance. Subcontractors' Labor and Indirect Cost shall be billed to the Contracting Agency within 60 days of performance. All of the Contractor's and Subcontractors' Other Direct Costs (Expenses) shall be billed to the Contracting Agency within 90 days of being incurred. Charges submitted after the above stated times will, at the Contracting Agency's discretion, not be paid.***
7. When each NTP is approximately 75% complete, the Contractor shall determine if the Authorized Amount(s) might be exceeded and, if so, shall provide an estimate of cost to complete. The Contracting Agency will determine after discussion with the Contractor if additional cost is reasonable and does not include costs that should be absorbed by the Contractor. If additional cost is validated, a negotiated Amendment will be executed that either (1) reduces the scope of services/work products required commensurate with the Authorized Amount(s), or (2) increases the Authorized Amount(s) to that required for completion of the original contract scope.



PROFESSIONAL SERVICES AGREEMENT

Agreement No: 25233020
IRIS Program No: HSHWY00015
Federal Project No: N/A

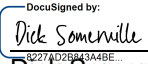
Project Title: **JNU Cascade Point Ferry Terminal- Design Services**

To this Agreement between **STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, SOUTHCOAST REGION, DESIGN AND ENGINEERING SERVICES**

hereafter the **CONTRACTING AGENCY**, and **PND ENGINEERS, INC.**

hereafter the **CONTRACTOR**, effective on the last date executed by its parties, in consideration of the terms, conditions and promises of Articles 1 through 7 in this document, the parties hereby agree.


CONTRACTOR

Signature:  5/24/2023
Name: Dick Somerville, P.E. Date
Title: Vice President/Principal Engineer


Signature: _____ Date
Name: _____ Date
Title: _____

CONTRACTING AGENCY

Contract Manager

Signature:  5/25/2023
Name: Misty Butler, P.E. Date
Title: Engineering Manager

Contracting Officer

Signature:  5/30/2023
Name: Christopher Goins, P.E. Date
Title: Regional Director

ARTICLE 1 - PURPOSE

1.1 Background and site research, site visit, planning meetings, concept development, and cost estimates.

ARTICLE 2 - COMPENSATION

2.1 The maximum amount payable under this Agreement as set out in Appendix C, shall not exceed:
Three Hundred Ninety Nine Thousand Four Hundred Thirty Eight and No/100 Dollars
(\$399,438.00)

ARTICLE 3 - PERIOD OF PERFORMANCE

3.1 CONTRACTOR shall commence services under this Agreement as authorized by written *Notice(s) to Proceed* and shall complete the services in accordance with any time schedule required by Appendices. This Agreement is of no force or effect until executed by the CONTRACTOR and the CONTRACTING AGENCY and no services shall be undertaken or performed until a Notice to Proceed is issued.

3.2 The Period of Performance under this Agreement shall end: **December 31, 2023**

ARTICLE 4 - APPENDICES

4.1 The following Appendices are attached to this document and incorporated herein:

<u>Appendix</u>	<u>Title</u>	<u>Date Prepared</u>	<u>No. Pages</u>
A	General Conditions, Form 25A262	5/19/23	7
B	Statement of Services	1/26/23	6
C	Compensation, Form 25A280, plus Exhibits: C-1	5/16/23	5
D	Indemnification & Insurance, Form 25A269, plus Certificates of Insurance (for the prime CONTRACTOR)	3/9/23	3
E	Certification of Compliance	3/8/23	1

ARTICLE 5 - CONTRACTING AGENCY DATA

Office Address

Street: 6860 Glacier Highway
 PO Box: 112506
 City, State, Zip: Juneau, AK 99811-2506
 Phone-Voice: 907-465-4414
 Email: misty.butler@alaska.gov

Appeals Officer: Commissioner,
 DOT&PF
 Authorization: AS 36.30.005

Funding Source: **Activity Code:** 014N

State FHWA
 FAA Other: _____

(Check all that apply)

ARTICLE 6 - CONTRACTOR DATA

Manager: Dick Somerville, P.E.
 Title: Vice President/Principal Engineer

Alaska Business License No.: 436411
 Federal Tax Identification No.: 92-0072819

Office Address

Street: 9360 Glacier Highway, Suite 100
 PO Box: 9360 Glacier Highway, Suite 100
 City, State, Zip: Juneau, AK 99801
 Phone-Voice: 907-586-2093
 Phone-FAX: 907-586-2099
 Email: dsomerville@pndengineers.com

Type of Firm

Individual Partnership
 Corporation in state of: Alaska
 Other (specify):

ARTICLE 7 - SUBCONTRACTORS

7.1 CONTRACTOR shall perform all professional services required under this Agreement except as may be performed by the Subcontractors listed below or as may be allowed under Appendix A, Article A19.

Service or Engineering Discipline

Subcontractor

Metocean Analysis	Glosten: Seattle, Washington
Water & Wastewater	GV Jones & Associates: Anchorage, AK
Process Engineering Architecture	Jensen Yorba Wall: Juneau, Alaska
Mechanical Engineering & Fuel Systems	KCORP Reliance Company: Anchorage, Alaska
Mechanical & Electrical Engineering	RESPEC: Anchorage, Alaska
Permitting	Solstice Alaska Consulting: Anchorage, Alaska

GENERAL CONDITIONS

APPENDIX A

PSA No: 25233020
IRIS Program No: HSHWY00015
Federal Project No: N/A
Date Prepared: 05/19/23

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Article Number and Title

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A9	Audits and Records
A10	CONTRACTING AGENCY Inspections
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A15	Covenant against Contingent Fees
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A17	Endorsement on Documents
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A19	Subcontractors Successors and Assigns
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A21	Extent of Agreement
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A26	Suspension and Debarment
A27	Additional Provisions

ARTICLE A1 DEFINITIONS

A1.1 Additional or Extra Services – Services, work products or actions required of the CONTRACTOR above and beyond provisions of the Agreement.

A1.2 Agreement – This Professional Services Agreement and its appendices that outline the terms and conditions regarding Contractor's services during the authorized period of performance.

A1.3 Amendment – A written change to this Agreement.

A1.4 Change – A revision in services, complexity, character, or duration of the services or provisions of this Agreement.

A1.5 Commissioner – Commissioner of DOT&PF.

A1.6 CONTRACTING AGENCY – The Department of Transportation & Public Facilities (DOT&PF).

A1.7 Contracting Officer – The individual or a duly appointed successor designated as the official representative to administer contracts for the CONTRACTING AGENCY.

A1.8 CONTRACTOR – The firm (person or any business combination) providing services.

A1.9 Contractor's Manager – The CONTRACTOR's representative in responsible charge of the project(s) and directly answerable for the required services.

A1.10 Contract Manager – CONTRACTING AGENCY's representative and the CONTRACTOR's primary point of contract with the CONTRACTING AGENCY.

A1.11 Contracts Officer – CONTRACTING AGENCY's representative within the Contracts/Professional Services section.

A1.12 Funding Agency – An agency of a Federal, State, Political subdivision, or Local Government which furnishes funds for the CONTRACTOR's compensation under this Agreement and which may have established regulations and requirements binding upon the CONTRACTING AGENCY and the CONTRACTOR.

A1.13 Notice to Proceed (NTP) – Written authorization from the CONTRACTING AGENCY to the CONTRACTOR to provide all or specified services in accordance with an existing Agreement.

A1.14 Statement of Services – Services and work products required of the CONTRACTOR by this Agreement.

A1.15 Subcontractor – CONTRACTOR engaged to provide a portion of the services by subcontract with the firm which is a party to this Agreement.

ARTICLE A2 INFORMATION AND SERVICES FROM OTHERS

A2.1 The CONTRACTING AGENCY may, at its election or in response to a request from the CONTRACTOR, furnish information or services from other contractors. If, in the CONTRACTOR's opinion, such information or services is inadequate, the CONTRACTOR must notify the CONTRACTING AGENCY of the specific service or material deemed inadequate and the extent of the inadequacy prior to use in the performance of this Agreement. The CONTRACTING AGENCY will then evaluate and resolve the matter in writing. Unless so notified by the CONTRACTOR, the CONTRACTING

AGENCY may assume the information or services provided are adequate.

ARTICLE A3 HOLD HARMLESS

A3.1 See Appendix D, "Indemnification and Insurance".

ARTICLE A4 INSURANCE

A4.1 See Appendix D, "Indemnification and Insurance".

ARTICLE A5 OCCUPATIONAL SAFETY AND HEALTH

A5.1 The CONTRACTOR and its Subcontractors shall observe and comply with the Federal Occupational Safety and Health act of 1970 and with all safety and health standards promulgated by the Secretary of Labor under authority thereof and with all State of Alaska Occupational Safety and Health Laws and regulations.

ARTICLE A6 EQUAL EMPLOYMENT OPPORTUNITY

A6.1 The CONTRACTOR shall comply with the following applicable laws and directives and regulations of the CONTRACTING AGENCY which effectuate them; all of which are incorporated herein by reference:

Title VI of Federal Civil Rights Act of 1964;

Federal Executive Order 11625 (Equal Employment Opportunity);

Title 41, Code of Federal Regulations, Part 60 (Equal Employment Opportunity);

Title 49 Code of Federal Regulations, Part 21 (Discrimination);

Title 49, Code of Federal Regulations, Part 26 (Minority Business Enterprises);

Office of Management and Budget (OMB) circular 102, Attachment O (Procurement Standards);

Alaska Statute (AS) 18.80.200-300 (Discrimination).

A6.2 The CONTRACTOR may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical disability, sex, or marital status, change in marital status, pregnancy or parenthood when the reasonable demands of the position do not require distinction on such basis. The CONTRACTOR shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, age, physical disability, sex, or marital status. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including

apprenticeship. The CONTRACTOR shall post in conspicuous places, available employees and applicants for employment, notices setting out the provisions of this paragraph.

A6.3 The CONTRACTOR shall state, in all solicitations or advertisements for employees to work in performance of this Agreement, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, physical disability, sex, or marital status.

A6.4 The CONTRACTOR shall send to each labor union or representative or workers with which the CONTRACTOR has a collective bargaining Agreement or other contract or understanding a notice advising the labor union or workers' representative of the CONTRACTOR's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.

A6.5 In the event the CONTRACTOR subcontracts any part of the services to be performed under this Agreement, the CONTRACTOR agrees to make good faith efforts to utilize Disadvantaged Business Enterprises, to affirmatively solicit their interest, capability and prices and to furnish documentation of the results of all such direct contacts on forms provided by or acceptable to the CONTRACTING AGENCY.

A6.6 The CONTRACTOR shall make, keep and preserve such records necessary to determine compliance with equal employment opportunity obligations and shall furnish required information and reports. All records must be retained and made available in accordance with Article A9, Audits and Records.

A6.7 The CONTRACTOR shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its Subcontractors, so that these provisions will be binding upon each Subcontractor.

ARTICLE A7 PAYMENTS TO THE CONTRACTOR

A7.1 Payments shall be based on approved CONTRACTOR's invoices submitted in accordance with this article and the provisions of Appendix C. The sum of payments shall not exceed allowable compensation stated in Notice(s) to Proceed and no payments shall be made in excess of the maximum allowable total for this Agreement.

A7.2 The CONTRACTING AGENCY will exert every effort to obtain required Funding Agency approvals and to issue authorizations in a timely manner. CONTRACTOR shall not perform any services without a Notice to Proceed therefore. Accordingly, the CONTRACTING AGENCY will not pay the CONTRACTOR for services or associated reimbursable costs performed outside those which are authorized by a Notice to Proceed.

A7.3 CONTRACTOR's invoices shall be submitted when services are completed or monthly, for months during which services are performed, as applicable, in a format provided by or acceptable to the CONTRACTING AGENCY.

A7.4 In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved. Undisputed items will not be held with the disputed items.

A7.5 The CONTRACTOR shall submit a final invoice and required documentation within 90 days after final acceptance of services by the CONTRACTING AGENCY. The CONTRACTING AGENCY will not be held liable for payment of invoices submitted after this time unless prior written approval has been given. Total payment of all Subcontractors and satisfactory compliance with Article A22, Taxes, are conditions precedent to final payment.

ARTICLE A8 CHANGES

A8.1 Changes (including "Supplemental Agreements") in the period of performance, general conditions, statement of services, or other provisions established by this Agreement may be made by written Amendment only. If such changes cause an increase or a decrease in the CONTRACTOR's cost, an equitable adjustment shall be made and specified in the Amendment. The CONTRACTOR shall not perform any additional or extra services prior to receiving a fully executed copy of an Amendment and a Notice to Proceed, except as the CONTRACTOR may be directed under the provisions of Article A20, Claims and Disputes.

A8.2 If at any time the CONTRACTING AGENCY through its authorized representatives, either verbally or in writing, requests or issues instructions for Additional or Extra Services or otherwise directs actions which conflict with any provision of this Agreement, the CONTRACTOR shall, within 30 days of receipt and prior to pursuing such instructions, so notify the CONTRACTING AGENCY in writing, and to the extent possible, describe the services and estimated cost of any Additional or Extra Services. The CONTRACTING AGENCY will then evaluate and, if appropriate, negotiate an Amendment. Unless so notified by the CONTRACTOR, the CONTRACTING AGENCY will conclude such instructions have not changed any provisions of this Agreement nor require additional compensation. No additional payments shall be made to the CONTRACTOR without such notice.

ARTICLE A9 AUDITS AND RECORDS

A9.1 The CONTRACTOR shall maintain records of performances, communications, documents, correspondence and costs pertinent to this Agreement and the Funding or CONTRACTING AGENCY's authorized representatives shall have the right to examine such records and accounting procedures and practices.

A9.2 The Funding or CONTRACTING AGENCY's authorized representatives shall have the right to examine all books, records, documents and other data of the CONTRACTOR related to the negotiation, pricing and performance of this Agreement and any modification or change for the purpose of evaluating the accuracy, completeness and currency of the data submitted. The right of examination shall extend to all documents necessary to permit adequate evaluation of the data, computations and projections used.

A9.3 The materials described in this article shall be made available at a business office of the CONTRACTOR at all reasonable times for inspection, audit or reproduction, for a minimum of 3 years from the date of any resulting final settlement.

A9.3.1 If this Agreement is completely or partially terminated, records relating to the services terminated shall be made available for a minimum of three (3) years from the date of any termination or resulting final settlement, whichever is later.

A9.3.2 Records which relate to appeals under Article A20, Claims and Disputes, or litigation or the settlement of Claims arising out of the performance of this Agreement shall be made available until such appeals, litigation or Claims have been concluded.*

ARTICLE A10 CONTRACTING AGENCY INSPECTIONS

A10.1 The CONTRACTING AGENCY has the right to inspect, in the manner and at reasonable times it considers appropriate during the period of this Agreement, all facilities and activities of the CONTRACTOR as may be engaged in the performance of this Agreement.

ARTICLE A11 TERMINATION OR SUSPENSION

A11.1 This Agreement may be terminated by either party upon 10 days written notice if the other party fails substantially to perform in accordance with its terms through no fault of the party initiating the termination (default termination). If the CONTRACTING AGENCY terminates this Agreement, the CONTRACTING AGENCY will pay the CONTRACTOR a sum equal to the percentage of work completed that can be substantiated in whole or in part either by the CONTRACTOR to the satisfaction of the CONTRACTING AGENCY or by the CONTRACTING AGENCY. If the CONTRACTING AGENCY becomes aware of any non-conformance with this Agreement by the CONTRACTOR, the CONTRACTING AGENCY will give prompt written notice thereof to the CONTRACTOR. Should the CONTRACTOR's services remain in non-conformance, the percentage of total compensation attributable to the nonconforming work may be withheld.

A11.2 The CONTRACTING AGENCY may at any time terminate (convenience termination) or suspend this Agreement for its needs or convenience. In the event of a

convenience termination, or suspension for more than 3 months, the CONTRACTOR will be compensated for authorized services and authorized expenditures performed to the date of receipt of written notice of termination or suspension plus reasonable expenses. No fee or other compensation for the uncompleted portion of the services will be paid except for already incurred indirect costs which the CONTRACTOR can establish and which would have been compensated for over the life of this Agreement, but because of the termination or suspension would have to be absorbed by the CONTRACTOR without further compensation.

A11.3 If federal funds support this Agreement, settlement for default or convenience termination must be approved by the Funding Agency.

A11.4 In the event of termination or suspension, the CONTRACTOR shall deliver all work products, reports, estimates, schedules and other documents and data prepared pursuant to this Agreement to the CONTRACTING AGENCY.

ARTICLE A12 OFFICIALS NOT TO BENEFIT

A12.1 No member of or delegate to Congress, United States Commissioner or other officials of the Federal, State, Political subdivision or Local Government shall be admitted to any share or part of this Agreement or any benefit to arise therefrom.

ARTICLE A13 INDEPENDENT CONTRACTOR

A13.1 The CONTRACTOR and its agents and employees shall act in an independent capacity and not as officers or agents of the CONTRACTING AGENCY in the performance of this Agreement except that the CONTRACTOR may function as the CONTRACTING AGENCY's agent as may be specifically set forth in this Agreement.

A13.2 Any and all employees of the CONTRACTOR, while engaged in the performance of any work or services required by the CONTRACTOR under this Agreement, shall be considered employees of the CONTRACTOR only and not of the CONTRACTING AGENCY and any and all Claims that may or might arise under the Worker's Compensation Act on behalf of said employees, while so engaged and any and all Claims made by a third party as a consequence of any negligent act or omission on the part of the CONTRACTOR's employees, while so engaged on any of the services to be rendered herein, shall be the sole obligation and responsibility of the CONTRACTOR.

A13.3 This Agreement will be declared null and void should the CONTRACTING AGENCY determine that by Internal Revenue Service definitions the CONTRACTOR is an employee of the CONTRACTING AGENCY.

ARTICLE A14 PROSELYTIZING

A14.1 The CONTRACTOR agrees that it will not engage on a full or part time basis, during the period of this Agreement, any person or persons who are or have been employed by the CONTRACTING AGENCY during the period of this Agreement or during the 90 days immediately preceding the date of this Agreement except those who have been regularly retired or approved in writing by the CONTRACTING AGENCY.

ARTICLE A15 COVENANT AGAINST CONTINGENT FEES

A15.1 The CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Federal Department of Labor regulations (29 CFR, part 3), which are incorporated by reference and made a part of this Agreement.

A15.2 The CONTRACTOR warrants that it has not employed or retained any organization or person, other than a bona fide employee, to solicit or secure this Agreement and that it has not paid or agreed to pay any organization or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CONTRACTING AGENCY has the right to annul this Agreement without liability or, in its discretion, to deduct from the allowable compensation the full amount of such commission, percentage, brokerage or contingent fee.

A15.3 The CONTRACTING AGENCY warrants that the CONTRACTOR or the CONTRACTOR's representative has not been required, directly or indirectly as an express or implied condition in obtaining or carrying out this Agreement, to employ or retain, or agree to employ or retain, any organization or person or to make a contribution, donation or consideration of any kind.

ARTICLE A16 PRECEDENCE OF DOCUMENTS

A16.1 Components of this Agreement shall stand and prevail in the following order: Agreement over General Conditions; General Conditions over Statement of Services; Statement of Services over Basis of Compensation; Basis of Compensation over any appendices beyond Appendix C.

A16.2 If a "Request for Proposal" (RFP) and/or a proposal are appended to this Agreement, the components described in paragraph A16.1 shall stand and prevail over the proposal and the proposal over the RFP.

**ARTICLE A17
ENDORSEMENT ON DOCUMENTS**

A17.1 Endorsements and professional seals, if applicable, must be included on all final drawings, specifications, cost estimates and reports prepared by the CONTRACTOR. Preliminary copies of such documents submitted for review must have seals affixed without endorsement (signature).

**ARTICLE A18
OWNERSHIP OF WORK PRODUCTS**

A18.1 Work products produced under this Agreement, except items which have pre-existing copyrights, are the property of the CONTRACTING AGENCY. Payments to the CONTRACTOR for services hereunder include full compensation for all work products produced by the CONTRACTOR and its Subcontractors and the CONTRACTING AGENCY shall have royalty free non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, such work products.

A18.2 Should the CONTRACTING AGENCY elect to reuse work products provided under this Agreement for other than the original project and/or purpose, the CONTRACTING AGENCY will indemnify the CONTRACTOR and its Subcontractors against any responsibilities or liabilities arising from such reuse. Additionally, any reuse of design drawings or specifications provided under this Agreement must be limited to conceptual or preliminary use for adaptation and the original CONTRACTOR's or Subcontractor's signature, professional seals and dates removed. Such reuse of drawings and specifications, which require professional seals and dates removed, will be signed, sealed and dated by the professional who is in direct supervisory control and responsible for all adaptation.

**ARTICLE A19
SUBCONTRACTORS, SUCCESSORS AND ASSIGNS**

A19.1 The CONTRACTING AGENCY must concur in the selection of any person or firm that may be engaged in performance of this Agreement to provide negotiable professional or technical services, products, etc., (vs. commodity items available to the general public in stores at market prices).

A19.2 If this Agreement includes named firms or individuals, then such firms or individuals shall be employed for the designated services, unless the Agreement is changed by Amendments.

A19.3 The CONTRACTOR shall not assign, sublet or transfer any interest in this Agreement without the prior written consent of the CONTRACTING AGENCY.

A19.4 The CONTRACTOR binds itself, its partners, its Subcontractors, assignees and legal representatives to this Agreement and to the successors, assignees and legal representatives of the CONTRACTING AGENCY with respect to all covenants of this Agreement.

A19.5 The CONTRACTOR shall include provisions appropriate to effectuate the purposes of this Appendix A in all subcontracts executed to perform services under this Agreement which may exceed a cost of \$25,000.

**ARTICLE A20
CLAIMS AND DISPUTES**

A20.1 If the CONTRACTOR becomes aware of any act or occurrence which may form the basis of a Claim by the CONTRACTOR for additional compensation or an extension of time for performance, or if any dispute arises regarding a question of fact or interpretation of this Agreement, the CONTRACTOR shall immediately inform the Contracts Officer. If the matter cannot be resolved within 7 days, the CONTRACTOR shall, within the next 14 days, submit an "Intent to Claim" in writing to the Contracts Officer.

A20.1.1 If the CONTRACTOR believes additional compensation is warranted, the CONTRACTOR shall immediately begin to keep and maintain complete, accurate and specific daily records concerning every detail of the potential Claim including actual costs incurred. The CONTRACTOR shall give the CONTRACTING AGENCY access to any such record and, when so requested, shall forthwith furnish the CONTRACTING AGENCY copies thereof.

A20.1.2 The Claim, if not resolved, shall be presented to the Contracting Officer, in writing, within 60 days following receipt of the "Intent to Claim". Receipt of the Claim will be acknowledged in writing by the Contracting Officer.

A20.1.3 The CONTRACTOR agrees that unless these written notices are provided, the CONTRACTOR will have no entitlement to additional time or compensation for such act, event or condition. The CONTRACTOR shall in any case continue diligent performance under this Agreement.

A20.2 The Claim shall specifically include the following:

A20.2.1 The act, event or condition giving rise to the Claim.

A20.2.2 The provisions of the Agreement which apply to the Claim and under which relief is provided.

A20.2.3 The item or items of project work affected and how they are affected.

A20.2.4 The specific relief requested, including Contract Time if applicable, and the basis upon which it was calculated.

A20.3 The Claim, in order to be valid, must not only show that the CONTRACTOR suffered damages or delay but that those conditions were actually a result of the act, event or condition complained of and that the Agreement provides entitlement to relief to the CONTRACTOR for such act, event, or condition.

A20.3.1 The CONTRACTING OFFICER reserves the right to make written requests to the CONTRACTOR at

any time for additional information which the CONTRACTOR may possess relative to the Claim. The CONTRACTOR agrees to provide the Contracting Officer such additional information within 30 days of receipt of such a request. Failure to furnish such additional information may be regarded as a waiver of the Claim.

A20.3.2 If the Claim is not resolved by Agreement within 90 days of its receipt, the Contracting Officer will issue a written decision to the CONTRACTOR.

A20.3.3 The CONTRACTOR shall certify that the Claim is made in good faith, that the supporting cost and pricing data are accurate and complete to the best of the CONTRACTOR's knowledge and belief, and that the amount requested accurately reflects the adjustment to the Agreement for which the CONTRACTOR believes the CONTRACTING AGENCY is liable.

A20.4 The CONTRACTOR will be furnished a written signed copy of the Contracting Officer's decision within 90 days, unless additional information is requested by the Contracting Officer. The Contracting Officer's decision is final unless, within 14 days of receipt of the decision, the CONTRACTOR delivers a written Notice of Appeal to the Commissioner designated on Page 2 of this Agreement.

A20.5 Procedures for appeals and hearings are covered under AS 36.30.625 and AS 36.30.630.

ARTICLE A21 EXTENT OF AGREEMENT

A21.1 This Agreement including appendices represents the entire and integrated Agreement between the CONTRACTING AGENCY and the CONTRACTOR and supersedes all prior negotiations, representations or Agreements, written or oral.

A21.2 Nothing contained herein may be deemed to create any contractual relationship between the CONTRACTING AGENCY and any Subcontractors or material suppliers; nor may anything contained herein be deemed to give any third party Claim or right of action against the CONTRACTING AGENCY or the CONTRACTOR which does not otherwise exist without this Agreement.

A21.3 This Agreement may be changed only by written Amendment executed by both the CONTRACTING AGENCY and the CONTRACTOR.

A21.4 All communications that affect this Agreement must be made or confirmed in writing and must be sent to the addresses designated in this Agreement.

A21.5 The CONTRACTOR on receiving final payment will execute a release, if required, in full of all Claims against the CONTRACTING AGENCY arising out of or by reason of the services and work products furnished and under this Agreement.

ARTICLE A22 TAXES

A22.1 As a condition of performance of this Agreement, the CONTRACTOR shall pay all Federal, State and Local taxes incurred by the CONTRACTOR and shall require their payment by any Subcontractor or any other persons in the performance of this Agreement.

ARTICLE A23 GOVERNING LAW

A23.1 This Agreement is governed by the laws of the State of Alaska and Federal and Local Laws and Ordinances applicable to the work performed. The CONTRACTOR shall be cognizant and shall at all times observe and comply with such laws which in any manner affect those engaged or employed in the performance, or which in any way affects the manner of performance, of this Agreement.

ARTICLE A24 FEDERAL AID CERTIFICATION (HIGHWAYS) (For Agreements exceeding \$100,000)

A24.1 The CONTRACTOR certifies, by executing this Agreement, to the best of his or her knowledge and belief, that:

A24.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employees of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and at the extension, continuation, renewal, Amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement.

A24.1.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Agreement, the undersigned shall complete and submit Standard Form LLL, Disclosure of Lobbying Activities, in accordance with its instructions. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

A24.2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code.

A24.3 The CONTRACTOR also agrees by executing this Agreement that the CONTRACTOR shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

**ARTICLE A25
TRADE RESTRICTIONS**

The CONTRACTOR or Subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the CONTRACTOR knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the CONTRACTOR agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The CONTRACTOR may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The CONTRACTOR shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it

is later determined that the CONTRACTOR or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally posed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

**ARTICLE A26
SUSPENSION AND DEBARMENT**

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/ proposal.

**ARTICLE A27
ADDITIONAL PROVISIONS**

(Any deletion or modification of Articles A1 through A26 shall be approved "as to form" by the CONTRACTING AGENCY's legal section, acknowledged in writing, and attached as an Exhibit to this Appendix.)

A27.1

PROPOSED STATEMENT OF SERVICES

APPENDIX B1 - ADMINISTRATIVE REQUIREMENTS

RFP No: 25233020
Program No: HSHWY00015
Federal No: N/A
Date Prepared: 1/26/2023

RFP No. 25233020 JNU Cascade Point Ferry Terminal

The State of Alaska Department of Transportation and Public Facilities (DEPARTMENT), Southcoast Region, Division of Preconstruction Services is seeking professional engineering and other technical services for the design of the Cascade Point Ferry Terminal, located in Berners Bay, Alaska (Juneau).

ADMINISTRATIVE REQUIREMENTS

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 an NTP.

Funding Source. This is currently a STATE funded project, but construction may be federalized at later point in time. If so, it will be subject to federal Buy America requirements. The design consultant will ensure consideration is provided for materials compliance of these requirements for both design and construction review processes.

Project Staff. All services must be performed by or under the direct supervision of the individuals noted and explained in the Consultant's RFP response. Only prior written approval from the DEPARTMENT shall accomplish replacement of, or addition to, the named Project Staff.

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

Consultant Name on Plan Sheets and Documents. No Consultant logos shall be allowed on any electronic or hard copy document produced for the DEPARTMENT. Consultant letterhead shall be allowed only as exhibits in document appendices. The Consultant name shall be in the same font as other lettering on the plan sheet or document, shall be 0.05" in height on 11"x17" plan sheets, and shall be included in the binding edge of each sealed and signed plan sheet in the following format:

PLANS DEVELOPED BY: CONSULTING FIRM NAME, LLC, CERT. OF AUTHORIZATION NO.
PHYSICAL ADDRESS
PHONE NUMBER

Standards, Guidelines, References, and Software. The Consultant shall use the most current editions of any publications of standards, guidelines, or references that have been adopted by the DEPARTMENT at the time that design services begin. Major changes in design guidance during the project that change the design criteria may be addressed by amendment. Design guidelines and standards include but are not limited to: Alaska DOT&PF Preconstruction Manual, Alaska Traffic Manual, Standard Drawings Manual, Highway Drainage Manual, Alaska Sign Design Specifications, Manual of Uniform Traffic Control Devices, Guide for Flexible Pavement Design and Evaluation, Standard Specifications, and the American Association of State Highway and Transportation Officials (AASHTO) Standards. **Standard software programs used by the DEPARTMENT include, but are not limited to, the following:**

- AutoCAD Civil 3D 2021
- Microsoft Office Suite: Word, Excel, PowerPoint, Project
- Microsoft TEAMS
- AASHTOWare Preconstruction

Department design and construction standards can be found under the below website. All work shall conform to the applicable published information.

The most current version of AutoCAD and AutoCAD Civil 3D (C3D) adopted by the DEPARTMENT shall be used for all linework and modeling. Use drafting procedures outlined in the current DOT&PF CAD Standards and Drafting Guide. Use the DEPARTMENT's C3D template file, supplemented as necessary by the Consultant's library of styles. Consultant styles will be clearly differentiated by name so that the DEPARTMENT can review the styles for conformance to their standards. The C3D drawing files will contain all assemblies, vertical and horizontal geometry, alignments, corridors, styles, surface models (existing, proposed and all pertinent intermediate). All two-dimensional items will be incorporated into the C3D drawing as AutoCAD linework. The Consultant will provide the file directory to the DEPARTMENT that ensures dependencies among files are maintained.

Cost Estimates: The Consultant shall develop the Estimate and associated bid schedule items for this project using AASHTOWare Preconstruction. Access to the program and instructional documentation for the software will be provided to the Consultant.

Specifications: Project specifications will be in accordance with DOT&PF Standard Specifications for Highway Construction (latest edition). The Department will assist the consultant with the development of the project specifications (Special Provisions) in accordance with current standards. The Department will furnish draft specifications from similar, past projects that are pertinent to this project on electronic format (MS Word). The Department will also assist in the compilation of all front-end specification documents including bid forms and standard or special provisions associated with Division 1. The consultant will edit all appropriate specifications sections to suit and compile the final Special Provisions document.

Submittal Requirements. Deliverables shall be compatible with DEPARTMENT standard software and submitted in original electronic format as well as PDF. Hard copies shall be submitted for all documents requiring an original seal or other documents as may be required by the Department's project manager.

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

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 specifically describe the services and other items **for which the billing is submitted** and shall estimate the percent the services are complete. Any delayed costs from previous billing periods that are included in the current billing must be clearly explained in the report.

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

Project Schedules. The Contractor will develop a Critical Path Method (CPM) or another approved schedule for the project. Schedules shall be developed and updated monthly by the Contractor.

Progress Meetings/Reports. The Contractor shall participate in and facilitate monthly or bi-weekly Project Coordination Meetings with the Project Manager for the duration of the project. The intent of these meetings will be to discuss project progress, resolve issues, and receive guidance and/or direction from the Contracting Agency. The Contractor will prepare and submit to the Project Manager for these meetings a meeting agenda, six (6) week look ahead schedule and updates to the overall project schedule three (3) working days prior to each coordination meeting. The Contractor will keep minutes of all meetings and submit them to the Project Manager within five workdays following each meeting. Attendance at the meetings will be via telephone or Microsoft Teams.

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

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

Quality Control. Internal quality control and review of deliverables shall occur during the performance of all phases before they are submitted to the Contracting Agency. The consultant shall prepare a quality control plan and develop checklists and procedures for review of completed work products. If requested, the Consultant shall furnish copies of redlines and completed checklists.

PROPOSED STATEMENT OF SERVICES

APPENDIX B2 – STATEMENT OF SERVICES

RFP No: 25233020
Program No: HSHWY00015
Federal No: N/A
Date Prepared: 1/26/2023

RFP No. 25233020 JNU CASCADE POINT FERRY TERMINAL

The State of Alaska Department of Transportation and Public Facilities (Department or DOT&PF) Southcoast Region is seeking professional engineering services to evaluate the feasibility and design of a new ferry terminal facility located at Cascade Point near Berners Bay, at MP 41 of the Glacier Highway. The Department is seeking a qualified firm with experience and working knowledge of marine development and offshore structures projects in Alaskan coastal locations. The ideal consultant would be well versed with Alaska Marine Highway System (AMHS) ferry terminal infrastructure and associated operational needs.

The proposed ferry terminal site and associated shore infrastructure will be located on Goldbelt Corporation (Goldbelt) property. Goldbelt may develop this area to provide commercial marine operations, including dedicated space for an AMHS facility. AMHS or the Department will coordinate with Goldbelt and provide direction to the selected consultant.

Scope of Work

Introduction

This project includes feasibility analysis, preliminary and final design of AMHS infrastructure at Cascade Point. Expected services will encompass civil, structural, bridge, marine, geotechnical, electrical, and mechanical engineering, land and property surveys, architectural and environmental permitting support services. The work includes:

- Topographic and bathymetric surveys to verify and/or supplement existing data.
- Geotechnical field investigations as necessary to support design activities.
- Metaocean analysis to establish design parameters for offshore and nearshore marine structures.
- Civil, structural, geotechnical, coastal, electrical, and mechanical engineering and architectural services for all elements of the proposed development.
- Technical assistance to support anticipated permitting that may include US Army Corps of Engineers (USACE) permits and the USACE's consultations with National Marine Fisheries Service (NMFS) under Section 7 of the Endangered Species Act (ESA), and a request for incidental harassment authorization (IHA) under the Marine Mammal Protection Act (MMPA).

The below project discussion includes potential features that may be considered. Proposals should address expertise and experience to accomplish the full scope of services. However, the Department ultimately may not require all services described herein.

General Information and Background

The proposed project location is approximately 30 road-miles north of Auke Bay and about three miles north of Echo Cove. Access to the site is via the State-maintained Glacier Highway. The access roadway to the beach from the end of Glacier Highway is a pioneer road about 2000 feet long. There are no existing utilities at this location.

Goldbelt has conducted previous engineering studies for marine and uplands development. Some topographic and bathymetric survey data and geotechnical and other site and marine climate investigations have been performed by others. The Department also has LIDAR survey information from previous Juneau Access project reconnaissance efforts. The Department expects to make this information available to the successful proposer.

The anticipated ferry vessel to be accommodated at this facility is the Alaska Class Ferry (MV Tazlina). The vessel is currently expected to operate on a daily schedule in Northern Lynn Canal servicing the Haines and Skagway from Cascade Point during the summer months (March – September). Current plans call for the vessel to moor overnight at the proposed Cascade Point ferry terminal. The Department may task the consultant with evaluating feasibility of year-round operations

Two conceptual site plans are attached in Appendix A. One site plan was developed by Goldbelt; the other by the Department. These conceptual plans do not represent an accepted or preferred alternative and are provided for information purposes only.

Upland Design Considerations

Access Road and Roadway Bridge – The current access road to the beach may be reconstructed to proposed Glacier Highway standards, expected to be 11-foot lanes and 2-foot shoulders minimum. Road surfacing is intended to be consistent with Glacier Highway. A new vehicle bridge of approximately 50-foot span is planned to cross Cascade Creek.

Vehicle Staging Lanes – 1,000 linear feet. (Based on full car deck capacity of ferry or 53 standard vehicles).

Vehicle Parking for Vessel Staff – 26 spaces. AMHS is expecting a full crew to reside on the vessel during overnight mooring.

Vehicle Parking for Passengers – Approximately 20-35 spaces.

Shore Tie Electrical Power – Vessel may need shore tie power during overnight mooring. Estimated demand is 300-400 KW for vessel alone. This does not account for other uplands and marine electrical demands.

Sewage Disposal from Vessel – Consideration may include a 1,500 gpd on-site disposal system or a shore-based holding tank of approximately 15,000-gallon capacity.

Potable Water – Options to provide on-site potable water must be considered. Estimated use is approximately 1,000 gpd.

Fuel Storage – The uplands should be designed to accommodate space for weekly supply of fuel for the vessel. Consider on-site storage to accommodate approximately 2,500 gpd or 15,000 gallons per week.

Passenger or Terminal Building – Operational plans for this ferry terminal have yet to be developed. AMHS may employ off site or on-line ticketing combined with on board vessel ticketing. Consider a 800-1,000 square foot heated public waiting building with public restrooms and accommodations for two ticketing agents.

Equipment Storage – Consider an equipment storage building of approximately 400 square foot to store miscellaneous vessel provisions and other tools, supplies, equipment and other items.

Upland Amenities/Miscellaneous

Provide dedicated ADA compliant sidewalks and access ways to clearly separate vehicles from pedestrian traffic. Pedestrian access ways may be equipped with fully covered walkways including the approach trestle and transfer bridge.

The staging area needs access for a vessel-based baggage cart. The baggage vehicle train is normally a ½-ton pickup towing two baggage carts requiring about 45-50 feet in length to park and a clear turning radius of about 30-feet. The parking area for the baggage cart should be readily accessible to passengers and parked under a covered area.

Lighting for upland and marine access ways and parking areas must be considered.

Marine Design Considerations

The Alaska Class or ACF ferry (MV Tazlina) has the following characteristics:

LOA = 280 feet
Beam = 67 feet
Loaded Draft = 13.5 feet
Displacement = 3,016 Long Tons
Exposed Side Profile Area = 11,650 square feet

The proposed ferry berth will be a stern (end) loading facility consisting of pile supported offshore structures, bridge support float and a vehicle transfer bridge.

This site is in an exposed weather location. The anticipated storm wave heights are on the order of 9-feet from the northwest and about 4-feet from the southeast directions. Breakwater structures such as structural wave barriers in conjunction with rubble mound structures are anticipated to be needed to insure operational conditions at the ferry

terminal and protection of fixed and floating ferry terminal structures.

Offshore geotechnical conditions at the proposed site are not fully known. Available information will be provided to the successful proposer. Additional offshore geotechnical exploration work may be needed, and the consultant should anticipate providing this expertise and capability.

Access to the marine berth or transfer bridge abutment is expected to be via a rubble mound type offshore fill (causeway). A minimum basin elevation of -25 feet MLLW is needed to safely accommodate the ferry vessel draft under low tide conditions. Minimization of offshore dredging is desirable.

The bridge support float is anticipated to be approximately 40'x60'. The bridge float will support an elevated intermediate ramp with an adjustable apron affixed to the end to provide ferry vessel access. Both the intermediate ramp and apron are operated by hydraulic actuator systems.

The transfer bridge is anticipated to be of steel construction and designed to be non-fracture critical. The minimum bridge size is 16-foot clear width by 140-feet in length (12' driving lane and 4' pedestrian lane). The transfer bridge shall be designed to accommodate electrical power and lighting cables and lighting fixtures. Fuel, sewage, and potable water transfer pipes may also be needed to connect to the uplands depending on the final utility needs that are provided at this facility.

The mooring structures may be either fixed fender face or floating rubber fender mooring structures depending on further engineering analysis. Fixed fender structures would be more robust for withstanding winter storm events when the terminal is unoccupied. However, attention to mooring line attachments would be needed for tidal movement of the vessel and lines would likely need some adjustment by vessel staff while the ferry is berthed overnight. Floating fender structures would be preferred by the vessel operations staff for ease of all tide mooring of the ferry vessel. These floating structures are positioned near the mooring chocks and accommodates vertical travel during tidal cycles, eliminating the need for line handling.

Environmental Services

The Department anticipates that environmental permitting will be provided by others. These services may be added by amendment. Anticipated consultations and permits include:

- Geotechnical investigations consultation and permitting (Section 7 of the ESA and USACE)
- Cultural and historic resources
- Essential Fish Habitat Consultation under the Magnuson-Stevens Fishery Conservation and Management Act
- Consultation under Section 7 of the ESA
- IHA under the Marine Mammal Protection Act
- 404 USACE individual permit, including a minimization and avoidance analysis and mitigation statement if applicable

Coordination

Some features of the final design may be subject to construction, ownership, operation, and maintenance by Goldbelt. Those elements may be separately delineated by cost and construction sequencing depending on final agreements between the Department and Goldbelt. This contract is restricted to the design of AMHS facilities.

It is currently anticipated that this project will be developed and designed as one project. However, there is a possibility of phasing various components to meet budgetary or scheduling limitations. The consultant shall be prepared to phase this project under one or more construction contracts. Alternative construction means and methods such as CMGC may also be employed at the Departments discretion.

Expected Tasks / Deliverables

This project is anticipated to be conducted under the following primary tasks. Tasks may be conducted concurrently.

1. Preliminary Analysis, Design and Development of Preferred Alternatives
2. Land Surveying
3. Geotechnical Exploration and Foundation Design Reports
4. Preliminary Design / Local Review
5. Preliminary Design to support Project Permitting
6. Final Design of Preferred Alternative (PIH, PSE & Bid Ready Documents)

7. Project Advertisement Support
8. Design Support during Construction

Deliverables are subject to negotiation and change depending on the authorized development level of the project. At minimum, the following deliverables can be expected:

Task 1 will encompass the gathering of existing information, investigation of existing conditions and site visits and meetings with primary stakeholders. Public meetings may also be required. One or more preliminary or conceptual level designs and associated construction cost estimates will then be developed.

Task 2 will provide all boundary/ROW, topographic, bathymetric or other survey work products needed for design and other uses in accordance with DOT&PF standards.

Task 3 will consist of field exploration(s) and materials and foundation design reports in accordance with DOT&PF standards. Foundation design reports are expected to run concurrently with all design tasks and concluded in final design under future tasks.

Task 4 will be preliminary design of the preferred alternative to approximately the 25% level. A local review will be held to finalize features and direction for final design efforts.

Tasks 5 and 6 will involve design of the selected alternative. Task 5 is expected to be approximately a 50% design level or otherwise sufficient for identifying all conditions needed to obtain final environmental permits.

Task 6 is expected to consist of three submittal levels for PIH, PSE, and Final sealed bid documents. These documents will include Plans, Specifications and Estimates in accordance with Department standards. Formal reviews will be conducted following the PIH and PSE submittals. The PIH review will require a site visit.

Task 7 involves assistance to the Department during bidding. This is expected to include answering bid related questions and preparation of contract addendums.

Task 8 includes review and approval of fabrication or shop drawings, associated material submittals, requests for information, and provision of field or shop fabrication inspections.

Anticipated Period of Performance

The actual periods of performance shall be negotiated based on the Tasks that are ultimately authorized by the Department. The following key milestone dates are currently anticipated:

Preliminary Design – December 2023
PIH Review – May 2024
PSE Review – July 2024
Bid Advertisement – October 2024
Physical Construction – March 2025 through December 2026

Supporting Documents (Attachments)

- A. Vicinity Map and Concept Site Plans

COMPENSATION

APPENDIX C

IRIS Program No: HSHWY00015
Federal Project No: N/A
Date Prepared: 5/23/23

C1. Payments will be made on approved invoices submitted for months during which costs are incurred. Except for Fixed Price(s) and Fixed Fees, compensation shall be cost-based on actual costs to the Contractor for providing services. Provisions for Audit are contained in Appendix A.

C2. EXCEPT WHEN PAYMENT IS BY FIXED PRICE, PRIME CONTRACTOR'S LABOR AND ASSOCIATED INDIRECT COST SHALL BE INVOICED TO THE CONTRACTING AGENCY WITHIN 45 DAYS OF PERFORMANCE. SUBCONTRACTORS' LABOR AND ASSOCIATED INDIRECT COST SHALL BE INVOICED TO THE CONTRACTING AGENCY WITHIN 60 DAYS OF PERFORMANCE. ALL OF THE CONTRACTOR'S AND SUBCONTRACTORS' OTHER DIRECT COSTS (EXPENSES) SHALL BE INVOICED TO THE CONTRACTING AGENCY WITHIN 90 DAYS OF BEING INCURRED. **CHARGES SUBMITTED AFTER THE ABOVE STATED TIMES WILL, AT THE CONTRACTING AGENCY'S DISCRETION, NOT BE PAID.**

C3. Price proposals and Notices-to-Proceed (NTPs) for this Agreement must conform to the Labor Rates, Indirect Cost Rate(s), Unit Prices, Fee/Profit Arrangements, Estimated Costs, and Price Caps contained in the Exhibits attached to this Appendix C.

C4. Payments are limited to the amount(s) cited in each Notice-to-Proceed (NTP) issued for this Agreement. The Contractor expressly has no right to any payment in excess of each NTP amount.

C5. Final payment to the Contractor may be withheld until a Release from Agreement, on a form prescribed by the Contracting Agency, is executed by the Contractor.

C6. Payments for this Agreement and any Amendment, including Costs and Fee, will be adjusted to exclude any significant sums by which the Contracting Agency finds that payments are increased because the cost or pricing data furnished by the Contractor or prospective Contractor is inaccurate, incomplete, or not current on the date of the Agreement or subsequent submittal date of pricing data (AS 36.30.400).

C7. The following terminology and explanations are applicable to this Agreement; any inconsistencies appearing in this Agreement must be resolved in accordance with the terminology in paragraphs C7.1-C7.6 and C8.

C7.1 Direct Costs of Direct Labor – Base salary and/or wages paid to employees charged directly to this Agreement exclusive of Fringe Benefits or other Indirect Costs and Fees (including profit).

C7.2 Other Direct Costs ("Expenses") – **PRE-APPROVED** unit priced items, actual costs for specific subcontracts identified in this Agreement, and actual costs for the following:

Transportation (economy rate/air-coach);
Food and lodging (Generally, not to exceed agency per diem rates);
Incidental travel expenses; and
- If not recovered in the Indirect Cost Rate - the following:
Equipment and computer use at **PRE-APPROVED** rates;
Specific materials and supplies; and
Other **PRE-APPROVED** direct expenses.

Each Expense is limited to reasonable costs which do not exceed that which would be incurred by an ordinarily prudent person in the conduct of competent business.

C7.3 Indirect Costs – Allowable expenses that, because of their incurrence for common or joint cost objectives, must be allocated to this Agreement 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, the Contracting Agency requires Indirect Costs to be segregated into the following categories: Fringe Benefits, Overhead (General & Administrative Expenses – including Indirect Labor), and Allocated Home Office Overhead (if applicable).

C7.3.1 Fringe Benefits – Costs for items such as:

Vacation time, holidays and authorized leave;
Group and Worker's Compensation Insurance;
Deferred Compensation/Retirement plans;
Social Security and Unemployment Taxes; and
Group Medical plan and Life Insurance Premiums.

C7.3.2 Overhead – Costs for items such as the following, if they are not included in Direct Costs:

Indirect Labor (Supervisory, Administrative, etc., base salary or wages)
Recruiting expenses, travel, food and lodging;
Rent, heat, power, light and janitorial services;
Office supplies, reproduction costs, communications;
Upkeep and depreciation of equipment and computers;
Rentals of equipment and computers; and,
Business Insurance premiums not billed to clients;

C7.3.3 Allocated Home Office Overhead (if applicable) – Costs for management, supervisory, and administrative functions which benefit separate unit operations.

C7.3.4 Indirect Cost Rate – An established percentage of incurred expenses for Direct Costs of Direct Labor

which is used as a basis of compensation for Indirect Costs. Fees or Profit are not included in the Indirect Cost Rate.

C7.4.1 If this Agreement wholly or partially allocates Indirect Costs on other than a Direct Labor dollar basis, a description of the Indirect Cost pools or service centers used, and the Indirect Cost Rates(s) and base(s), shall be attached in an Exhibit to this Appendix C; otherwise, such an allocation shall not be allowed for this contract.

C7.4.2 Indirect Cost Rates may be fixed or provisional and will be established for the duration of the Agreement, fiscal year, or other time period.

C7.4.3 Provisional Indirect Cost Rates or "Fixed/ Provisional" Rates require a Contracting Agency approved audit of accounting records after each of the Contractor's or Subcontractor's fiscal years during which they perform work under the Agreement.

C7.5 Non-allowable Costs – Payments 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 billable Direct or Indirect Costs or in the calculation of the Indirect Cost Rate.

- Interest and other financial costs
- Contributions and donations
- Federal income taxes & tax return preparation fees
- Deferred state income taxes
- Bad debts
- Fines and penalties
- Entertainment, social club memberships, etc.
- Goodwill
- Provisions for contingencies
- Losses on other contracts and related legal fees
- Legal fees, etc., related to contract claims

C7.6 Fee – Profit plus any costs not allocable to this contract. The amount of Fee may be fixed or variable, depending on the method of payment used. Non-allocable costs shall not be considered by the Contracting Agency when negotiating Fee.

C8. Markup of any costs as compensation for administration, management or handling, etc., is prohibited. Costs of such efforts are included within the elements of Direct Labor and/or Indirect Labor. Compensation for any risk associated with incurring costs is included within Fee (Profit).

C9. The following Exhibits complete this Appendix C (Components of Appendix C – Compensation, shall stand and prevail in the following order: DOT&PF Form 25A280, Exhibit C-1, Exhibit C-2, et al, in the order of their number):

- | | | |
|---------|-----|--|
| Exhibit | C-1 | Method(s) of Payment |
| Exhibit | C-2 | NTP & Invoice Summary |
| Exhibit | C-1 | Method(s) of Payment |
| Exhibit | C-2 | Cost Reimbursement Price Estimate |
| Exhibit | C-3 | Cost Reimbursement NTP & Billing Summary |
| Exhibit | C-4 | Cost Reimbursement Billing Detail Form |

COMPENSATION

APPENDIX C EXHIBIT C-1, METHOD(S) OF PAYMENT

IRIS Program No: HSHWY00015
 Federal Project No: N/A
 Date Prepared: 05/19/2023

1. Payments will be made in accordance with Article A7 (Basic Agreement), Articles C1 - C9 (Appendix C), the following, and the applicable discussions of Methods of Payment presented below.

<u>CONTRACTOR & SUBCONTRACTORS</u>	<u>SUBCONTRACTOR TO: (FIRM)</u>	<u>METHOD OF PAYMENT</u>	<u>ESTIMATED COST</u>	<u>FEE</u>	<u>ESTIMATED PRICE</u>
PND Inc.		FP			\$265,865.00
Glosten.		FP			\$37,512.00
GV Jones & Associates.		FP			\$27,760.00
Jensen Yorba Wall.		FP			\$10,276.00
KCORP Reliance Company.		FP			\$26,850.00
RESPEC		FP			\$27,465.00
Solstice Alaska Consulting		FP			\$3,710.00
Total Agreement Amount:					\$399,438.00

Note: If a Method of Payment is "Fixed Price", then the amount listed under "Estimated Price" is the Fixed Price.

2. **FIXED PRICE(S)** payments will be a single lump sum payment equal to the Fixed Price upon acceptable completion of this Agreement, or progress payments not to exceed the Fixed Price.

3. **FIXED PRICE(S) PLUS EXPENSES** payments will be as follows:

3.1 Payments of the **FIXED PRICE** will be a single lump sum payment equal to the Fixed Price upon acceptable completion of services, or progress payments not to exceed the Fixed Price(s).

3.2 Payments for Other Direct Costs (**EXPENSES**) will be made for actual substantiated costs not to exceed the total specified amount for expenses that are directly chargeable to and necessary for performance of the services assuming they are not recovered through the Indirect Cost Rate.

4. **COST PLUS FIXED FEE** payments will be made according to the following:

4.1 Payments for **DIRECT COST OF DIRECT LABOR** will be equivalent to the number of hours expended by each job classification multiplied by the applicable Direct Labor Rate. Job Classifications, Labor Hours and Direct Hourly Rates are estimated for this contract. Work shall be performed by the lowest paid qualified personnel. Further, when performing work for which they are over qualified, individuals will charge time at rates equivalent to skill levels commensurate with the work they perform. Contract payments will be based on the actual Direct Labor Rates paid to employees in any direct labor job classification who work on the contract, except that no Direct Hourly Rate shall exceed **\$250 PER HOUR** except for the following individuals whose rates are capped (fixed) as listed below for the duration of this Agreement:

<u>FIRM</u>	<u>JOB CLASSIFICATION</u>	<u>PERSONS NAME</u>	<u>DIRECT RATE (\$/HR)</u>
-------------	---------------------------	---------------------	----------------------------

4.2 Payments for **INDIRECT COSTS** shall be equivalent to the amounts for Direct Cost of Direct Labor multiplied by the following applicable **INDIRECT COST RATES (IDCR)**:

<u>CONTRACTOR/ SUBCONTRACTOR</u>	<u>IDCR (%)</u>	<u>IDCR TYPE (F, F/P, P)</u>
PND Inc.	138.5%	F/P
Glosten.	198.5%	F/P
GV Jones & Associates.		
Jensen Yorba Wall.		
KCORP Reliance Company.	170.2%	F/P
RESPEC		
Solstice Alaska Consulting	61.9%	P

4.2.1 IDCR with "F" is Fixed for the duration of this Agreement.

4.2.2 IDCR with "F/P" is Fixed for the last half of the firm's current fiscal year plus not to exceed six months of its next fiscal year, after which the IDCR becomes a Provisional Rate until an audit is completed and a Fixed IDCR is established for each successive twelve month interval.

4.2.3 IDCR with "P" is Provisional until completion of post performance audit to establish actual incurred rate which is used to establish a final IDCR for the period covered by the audit. Post performance audits may be done after each fiscal year of a multi-year contract or once after completion of the contract. Audit findings and other rationale will be used to establish a final IDCR that appropriately allocates Indirect Costs to this Agreement for each fiscal year.

4.2.4 Revisions to any IDCR may be implemented only by a contract Amendment. Further, adjustment of any payments made based on Provisional IDCRs will not be done without a contract Amendment that fully explains the amount of the adjustments.

4.3 Payments for **OTHER DIRECT COSTS** (Expenses) will be made for actual substantiated costs which are directly chargeable to and necessary for performance of services assuming they are not recovered through the Indirect Cost Rate. "Markup" of Other Direct Costs is prohibited (reference paragraph C8).

4.4 If not defined elsewhere in this Appendix C, progress payments for a firm's (Contractor or any Subcontractor) **FIXED FEE** will be equivalent to the ratio of the firm's Direct Cost of Direct Labor to date, divided by the firm's total estimated Direct Cost of Direct Labor, multiplied by the total amount of the firm's Fixed Fee. The Fee amount for each firm participating in this Agreement was determined as follows:

5. **TIME AND EXPENSES** payments will be made according to the following:

5.1 Payments for **TIME** will be equivalent to the number of hours expended by each job classification multiplied by the applicable Billing Rate. Work will be performed by personnel with the lowest reasonable skill levels and hourly rates. Further, when performing work for which they are over qualified, individuals will charge time at rates equivalent to skill levels commensurate with the work they perform.

5.1.1 **BILLING RATES** for persons who work on this contract shall be the sum of the person's actual Direct Labor Rate plus an allowance for Indirect Cost at the then current Agency-approved Indirect Cost Rate for the person's employer (firm) plus a fee (profit) of eight percent (e.g., 8% = \$23 + (1.50 x \$23) + (.08 x [\$23+(1.50 x \$23)] = \$67.50) = \$68.75); however, this rate shall not exceed **\$250 PER HOUR** except for the following individuals whose rates are capped (fixed) as listed below for the duration of this Agreement.

<u>FIRM</u>	<u>JOB CLASSIFICATION</u>	<u>PERSONS NAME</u>	<u>BILLING RATE (\$/HR)</u>
-------------	---------------------------	---------------------	-----------------------------

5.1.2 **BILLING RATES** are negotiated hourly labor rates which include compensation for all Costs (Direct Cost of Direct Labor and all Indirect Costs) plus Fee, except for allowable direct Expenses.

5.1.3 **Time & Expenses Overtime** shall be calculated at 1.5 times the base labor rate (DL & IDCR) and then the profit factor added.

5.2 Payments for Other Direct Costs (**EXPENSES**) will be made for actual substantiated costs that are directly chargeable to and necessary for performance of services assuming they are not recovered through the Indirect Cost Rate. "Markup" of Expenses is prohibited (reference paragraph C8).

6. **SPECIAL CONSIDERATIONS:**

6.1 Travelers are permitted actual costs, or an allowance, for lodging (as negotiated and detailed below) and an allowance for meal and incidental expenses (M&IE). Refer to AAM 60.250 for policies regarding travel.

6.2 Employees shall be considered in travel status from the time an authorized trip begins until it ends. An authorized trip is a trip approved in accordance with a NTP issued under the contract. The duty station of the employee is the city, town, or village, or within a 50-mile radius thereof, where the employee spends the majority of their working time.

6.3 M&IE allowances shall be limited to the State rate of \$60.00 per day. The duration of the trip must be more than 12 hours in order for the traveler to be eligible for M&IE allowances. Additionally, the traveler will receive 75% of the full allowable daily allowance on the initial date of departure and the final date of arrival for contract-approved travel, regardless of time of departure/arrival.

6.4 If paying actuals for Lodging, Lodging shall be at the hotel's "government" rate (when applicable) and for single occupancy, not to exceed \$300.00 per day. Lodging receipts are required.



NOTICE TO PROCEED & INVOICE SUMMARY

NTP No: XX
 Agreement No: 25233020
 IRIS Program No: HSHWY00015
 Federal No: N/A
 PSA Expiration Date: December 31, 2023

(This form is for any FIXED PRICE Agreement or for a COST REIMBURSEMENT Agreement in which the sum of all NTPs will not exceed \$250,000.)

Contractor: PND Engineers, Inc.
 Project Title: JNU Cascade Point Ferry Terminal- Design Services

NOTICE TO PROCEED

In accordance with our Agreement, provide the following services (or services described in the following referenced attachment):

This NTP form is an exhibit only and not executable

Compensation for this NTP shall be by the method(s) and not exceed the authorized amount(s) specified in the Invoice Summary (below). The Agency Contract Manager for this NTP is: David Lowell, P.E. Tel No: (907) 228-7275

Issued for the Contracting Agency per ADOT&PF Policy #01.01.050 by: _____ Signature Date Name: David Lowell, P.E.	Accepted for the Contractor by: _____ Signature Date Name: Dick Somerville, P.E.
--	---

INVOICE SUMMARY

This Invoice is for [] Progress OR [] Final Payment. **Sequential Invoice Number for this NTP is:** [].

* Generally, each firm may be compensated by only one of the following Methods of Payment for this NTP:
 Fixed Price (FP)..... Amounts entered in Columns "c" and "g" only Cost Plus Fixed Fee (CPFF).....Columns "c", "d", "e", "f" and "g" only
 FP + Expenses (FPPE).... Columns "c", "e" and "g" only Time and Expenses (T&E)Columns "c", "e" and "g" only

Firms (Prime & Subcontractors)*	Meth of Pay	Labor (or FP)	Indirect Cost	Expenses	Fixed Fee	Total Price
PND Engineers, Inc.	FP					
	FP					
	FP					
	FP					
Total NTP Amount Authorized for All Firms						
Sum of Prior APPROVED Payments						
Sum for THIS INVOICE						
Sum of Prior Payments and this Invoice						
Balance of Authorized Amount						

<u>Template</u> TPJ001 <u>Activity</u> 014P	<u>Object</u> 5007 <u>Phase</u> T02015	PAYMENT REQUEST (Contractor): _____ Signature Date Name: Dick Somerville, P.E.
--	---	---

APPROVAL FOR PAYMENT

PAYMENT RECOMMENDED: I certify this Invoice to be valid and accurate and that services were performed substantially in conformance with the contract requirements and schedule. _____ Signature Date Name: David Lowell, P.E.	PAYMENT APPROVED: Based upon the Contract Manager's recommendation and certification, I hereby approve payment. _____ Signature Date Name: Christopher Goins, P.E.
--	---

INSTRUCTIONS TO CONTRACTOR
for
NOTICE TO PROCEED & INVOICE SUMMARY (NTP)

1. Retain an unmarked, as issued, copy of this (NTP) form to be used for reproduction and billing.

Note **Several NTPs may be concurrently active under one Professional Services Agreement, each requiring separate cost accounting.**

2. If this NTP is unacceptable, notify the Contracting Agency immediately. If acceptable, acknowledge by signature where indicated *on a copy* of this NTP and return it within ten days after your receipt.
3. Submit monthly Invoices to the Agency Contract Manager named in this NTP. You may use your firm's invoice forms; however, you must also **provide a copy of page one of this NTP form as the FACE PAGE of each invoice submitted and with the following entries accurately completed:**

- a) Indicate if the Invoice is for Progress or Final Payment and show the Sequential Invoice Number for this NTP.
- b) In each column (c, d, e, f & g) where there is an Authorized Amount, show amounts for: Prior APPROVED Payments; THIS INVOICE; Prior Payments plus this Invoice; and Balance of Authorized Amount.

Note "Prior APPROVED Payments" amounts may NOT be the same as the total of all your prior invoices if some items were disallowed or adjustments were made. If a prior billing has not been acknowledged with any payment, or a different amount from your billing was paid without notification to you of the reason(s), attach a request for an explanation and remedial action.

4. Sign, date and enter printed or typed name under "PAYMENT REQUEST (Contractor)" thereby attesting to the following:

"By signature on this form, the Contractor certifies entries to be true and correct for the services performed to date under or by virtue of said Agreement and in accordance with AS 36.30.400. The Contractor further certifies that all applicable Federal, State and Local taxes incurred by the Contractor in the performance of the services have been paid and that all Subcontractors engaged by the Contractor for the services included in any invoice shall be fully compensated by the Contractor for such services."

5. Substantiate all charges on each invoice, other than for Fixed Prices or Fixed Fees, by attaching a summary of hours expended and hourly labor rate per employee; summary of units completed; subcontractor invoices; expense receipts, etc.; or other proof of expenditures.
6. ***Prime Contractor's Labor and Indirect Cost shall be billed to the Contracting Agency within 45 days of performance. Subcontractors' Labor and Indirect Cost shall be billed to the Contracting Agency within 60 days of performance. All of the Contractor's and Subcontractors' Other Direct Costs (Expenses) shall be billed to the Contracting Agency within 90 days of being incurred. Charges submitted after the above stated times will, at the Contracting Agency's discretion, not be paid.***
7. When each NTP is approximately 75% complete, the Contractor shall determine if the Authorized Amount(s) might be exceeded and, if so, shall provide an estimate of cost to complete. The Contracting Agency will determine after discussion with the Contractor if additional cost is reasonable and does not include costs that should be absorbed by the Contractor. If additional cost is validated, a negotiated Amendment will be executed that either (1) reduces the scope of services/work products required commensurate with the Authorized Amount(s), or (2) increases the Authorized Amount(s) to that required for completion of the original contract scope.

INDEMNIFICATION AND INSURANCE

Appendix D in Professional Services Agreements

IRIS Program No: SSHWY00495

Federal Project No: N/A

Date Prepared: May 23, 2023

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

ARTICLE D1 INDEMNIFICATION

D1.1 The CONTRACTOR shall indemnify, hold harmless, and defend the CONTRACTING AGENCY from and against any claim of, or liability for negligent acts, errors or omissions of the CONTRACTOR under this Agreement. The CONTRACTOR shall not be required to indemnify the CONTRACTING AGENCY for a claim of, or liability for, the independent negligence of the CONTRACTING AGENCY. If there is a claim of, or liability for, the joint negligent error or omission of the CONTRACTOR and the independent negligence of the CONTRACTING AGENCY, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "CONTRACTOR" and "CONTRACTING AGENCY", as used within this article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "Independent Negligence" is negligence other than in the CONTRACTING AGENCY's selection, administration, monitoring, or controlling of the CONTRACTOR and in approving or accepting the CONTRACTOR's Work.

D1.2 The CONTRACTOR shall exercise that degree of skill, care and judgment commensurate with the professional standards for the services of a similar nature. When such standards are in dispute, they shall be established by a panel of three qualified, impartial professionals objectively selected and appointed by the Appeals Officer.

D1.3 The CONTRACTOR shall correct, through re-performance at its expense, any services which are deficient or defective because of the CONTRACTOR's failure to perform said services in accordance with professional standards, provided the CONTRACTING AGENCY has notified the CONTRACTOR in writing within a reasonable time, not to exceed 60 days, of the discovery of any such deficiency during the performance of the services and within 12 months of the date of final payment under this Agreement.

ARTICLE D2 INSURANCE

D2.1 Without limiting the CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall purchase at its own expense and maintain in force at all times for the duration of this Agreement, plus one year

following the date of final payment, the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the CONTRACTOR's policy contains higher limits, the CONTRACTING AGENCY shall be entitled to coverage to the extent of such higher limits. Certificates of insurance must be furnished to the CONTRACTING AGENCY and incorporated into this Agreement with copies attached to this document. Certificates must provide for the CONTRACTING AGENCY to receive notice of any policy cancellation or reduction per AS 21.36 Sections 210-310. Failure to furnish certificates of insurance or lapse of the policy is a material breach and grounds for termination of the CONTRACTOR's services and may preclude other Agreements between the CONTRACTOR and the CONTRACTING AGENCY.

D2.1.1 Worker's Compensation Insurance: The CONTRACTOR shall provide and maintain, for all employees engaged in work under this Agreement, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal USL&H and Jones Act requirements. The policy(s) must waive subrogation against the State of Alaska.

D2.1.2 Commercial General Liability Insurance: Such policy shall have **minimum** coverage limits of \$300,000 combined single limit per occurrence, covering all business premises and operations used by the Contractor in the performance of services under this agreement. The policy shall be written on an "occurrence" form and shall not be written as a "claims-made" form unless specifically reviewed and agreed to by the CONTRACTING AGENCY.

D2.1.3 Comprehensive Automobile Liability Insurance: Such policy shall have **minimum** coverage of \$300,000 combined single limit per occurrence covering all vehicles used by the Contractor in the performance of services under this agreement.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Specialty Managers Group, LLC 2056 Westings Ave., Suite 20 Naperville, IL 60563	CONTACT NAME: Jason Peterson	
	PHONE (A/C, No, Ext): (800) 437-2342	FAX (A/C, No): (877) 437-2342
E-MAIL ADDRESS: jpeterson@specialtymanagers.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : ARCH INSURANCE COMPANY (AMB#:003186), RATING: A+ XV		11150
INSURED PND Engineers, Inc. 9360 Glacier Hwy # 100 Juneau, AK 99801	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:** PAAEP0150500-C1612**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability CLAIMS MADE			PAAEP0150500	08/01/2022	08/01/2023	Limit: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project No.: SSHWY00495/N/A, Agreement No. 25233020, JNU Cascade Point Ferry Terminal - Design Services

CERTIFICATE HOLDER

Department of Transportation and Public Facilities
Southcoast Region Contracts Office
P.O. Box 112506
Juneau, AK 99811-2506

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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ACORD 25 (2010/05)

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CERTIFICATION OF COMPLIANCE

APPENDIX E

IRIS Program No: HSHWY00015
Federal Project No: N/A
Date Prepared: March 8, 2023

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

1. For Procurements over the Small Procurement Limits, **Alaska Business License** (Form 08-070 issued under AS 43.70) at the time designated for award as required by AS 36.30.210(e) for Contractor and all Subcontractors.
2. **Certificate of Registration** for each individual to be in "responsible charge" (AS 08.48.341(14)) for Architecture, Engineering, Land Surveying or Landscape Architecture (Form 08-2407 issued under AS 08.48.211) issued prior to submittal of proposal. Associates, consultants, or specialists under the supervision of a registered individual in "responsible charge" are exempt from registration requirements (AS 08.48.331).
3. **Certificate of 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).
4. **Current Board of Director's Resolution** for incorporated Contractors and incorporated Subcontractors for Architecture, Engineering, Land Surveying, or Landscape Architecture (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.

5. **Corporations, limited liability companies, and limited liability partnerships** shall have a valid Certificate of Authorization under 08.48.241 prior to award.
6. **All partners** in a Partnership to provide Architecture, Engineering, Land Surveying, or Landscape Architecture **must be legally registered in Alaska** prior to submittal of proposal for at least one of those disciplines (AS 08.48.251) that 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. The Contractor certifies that firms or individuals **debarred or suspended by the Department, State or Federal agencies** are not employed or subcontracted under this Professional Services Agreement.

The Contractor will ensure that it and all Subcontractors have insurance coverage to effectuate the requirements of Appendix D, "Indemnification and Insurance", DOT&PF Form 25A269, as prepared for this Agreement.

I certify that I am a duly authorized representative of the Contractor and that the above requirements will be complied with in full. This certification is a material representation of fact upon which reliance will be placed if the proposed contract is awarded.



03.13.23

Signature _____ Date _____
Name : Dick Somerville, P.E.
Title : Vice President/Principal Engineer

For information about licensing, Offerors may contact the Alaska Department of Commerce, Community, and Economic Development, Division of Corporations, Business and Professional Licensing at P.O. Box 110806, Juneau, AK 99811-0806, or at Telephone (907) 465-2550, or at Internet address: <http://www.commerce.alaska.gov/web/cbpl/home.aspx>.

RECORD OF NEGOTIATION AND SELECTION (RONS)

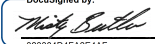
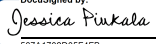
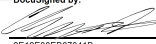
Agreement No: 25233020
 IRIS Program No: HSHWY00015
 Federal Project No: N/A

Project Title: JNU Cascade Point Ferry Terminal- Design Services
 Contractor: PND Engineers, Inc.

PURPOSE/SERVICES/PRICE (WITHIN THIS SPACE, without referencing other documents, provide a clear statement of the final negotiated purpose and services to be obtained. If an Amendment, **briefly** explain why it is necessary and whether it is an anticipated, or unanticipated, new task - or more effort/expense for the original Agreement.)

This RONS is for the original agreement (NTP 1) for this project.
 This negotiation is for Task 1: Background and site research, site visit, planning meetings, concept development, and cost estimates.

PRICE: The negotiated maximum total Price for the services in this RONS is: \$399,438.00

PREPARED BY	CONCUR	PROCUREMENT OFFICER APPROVAL
Signature:  Name/Date: Misty Butler, P.E. 5/25/2023 Title: Project Manager	Signature:  Name/Date: Jessica Piukala 5/30/2023 Title: Chief of Contracts	Signature:  Name/Date: Christopher Goins, P.E. 5/30/2023 Title: Regional Director

This RONS is for: <input checked="" type="checkbox"/> Original Agreement <input type="checkbox"/> Amendment <input type="checkbox"/> NTP for Term PSA Number: NTP No: 1	Procurement method was: <input type="checkbox"/> Small Procurement <input checked="" type="checkbox"/> Competitive Sealed Proposals <input type="checkbox"/> Established Agreement <input type="checkbox"/> Other _____	IRIS Template/Phase TPJ001/T02NON Activity/Object 014N/5007
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PROCEDURE (WITHIN THIS SPACE, 1) describe the procedure used to obtain proposals for this Agreement, this Amendment or this Term Agreement NTP; and 2) If this RONS is for an Original Agreement or an NTP under a Term Agreement, explain why the Contractor was selected from all of the Offerors - you may reference and attach the Committee Evaluation Report if procurement was by Competitive Sealed Proposals.)

Competitive sealed proposal method was used in this solicitation due to the pre-solicitation estimate being greater than \$200,000. Authority to seek professional services was approved in Feb 2023. Two Proposals were received on 3/1/2023. Contractor's proposals were reviewed and scored by a committee of three plus a chairperson on 3/8/2023. Approval to negotiate was given on 3/14/2023.

RESIDENCY (CHECK ONE OF THE FOLLOWING)

- This item is not applicable for Amendments, **OR** NTPs under Term Agreements.
- The selected contractor is an **ALASKA CONTRACTOR** defined by AS 36.30.990(2) as: (A) Holds a current Alaska Business License; (B) Submits an offer for goods, services, or construction under the name as appearing on that current Alaska Business License; (C) Has maintained a place of business within the State, staffed by the Contractor or an employee of the Contractor, for a period of six months immediately preceding the date of the proposal; (D) Is incorporated or qualified to do business as a corporation under the laws of the State, is a sole proprietorship and the proprietor is a resident of the State, is a limited liability company organized under AS 10.50 and all members are residents of the State, or is a partnership under former AS 32.05, AS 32.06 or AS 32.11 and all partners are residents of the State; and (E) If a joint venture, is composed entirely of entities that qualify under (A)-(D).
- OR The selected contractor is a **NON-RESIDENT CONTRACTOR** and as per AS 36.30.362, the basis of award is:
- Alaska preferences do not apply to this Federally funded contract (AS 36.30.890).**
- Services cannot be obtained from sources within the State of Alaska.
- Other (**explain**):

CONCURRENCES - PROTESTS/APPEALS (Summarize **WITHIN THIS SPACE** and attach any pertinent approvals from client/funding agencies or documents concerning protests/appeals.)

AMHS was included in the proposal selection committee and has concurred with the selection.

DISADVANTAGED BUSINESS ENTERPRISES (DBE) (THIS ITEM MUST BE COMPLETED FOR ALL FEDERALLY FUNDED AGREEMENTS AND AMENDMENTS IF ANY CHANGE TO SUBCONTRACTORS - EVEN IF DBE NOT SOLICITED OR AWARDED FOR THE AGREEMENT OR AMENDMENT):

Contractor is a DBE: No OR as follows:
 DBE Subcontracts are None OR as follows:

<u>Service, Product or Equipment</u>	<u>Name of DBE Firm</u>	<u>DBE Certification Number</u>	<u>Change in Amount - \$ (+/-)</u>	<u>Proposed % / Current %</u>
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/

(CHECK ALL THAT APPLY)

- This RONS is for a project in which a DBE goal has been established. The DBE goal is: ___%
- This RONS is for an NTP / Indefinite Delivery Contract in which a DBE contractor/subcontractor compensation is changed
- Not applicable – DBE Goals are not established for Small Procurements
- Not applicable – This RONS is for an NTP / Indefinite Delivery Contract which does not add, delete or change compensation of DBE firms
- Not applicable – This RONS is for an Amendment which does not add, delete or change compensation of DBE firms
- Not applicable – No federal funding

THE PROFESSIONAL SERVICES COORDINATOR'S OFFICE SHALL RECEIVE THIS RONS AND SHALL PROVIDE A SIGNED COPY [AND A COPY OF PAGES 1& 2 OF THE AGREEMENT OR AMENDMENT] TO THE TITLE VI SPECIALIST IN THE DOT&PF CIVIL RIGHTS OFFICE WITHIN TWO WEEKS AFTER CONTRACT AWARD. THIS ACTION REPLACES THE DBE TITLE VI REPORT FOR PROFESSIONAL SERVICES AGREEMENTS.

METHOD OF PAYMENT (WITHIN THIS SPACE, explain why the chosen method(s) are necessary or most appropriate. If Cost Reimbursement method, explain what method(s) are being used.)

Fixed Price or Cost Reimbursement Contract

The method of payment is fixed price.

TECHNICAL AND PRICE NEGOTIATIONS

READ THIS SECTION CAREFULLY AS IT IS THE MOST SIGNIFICANT REQUIREMENT OF THE RONS

COMPLETE THE TABLE AT THE TOP OF THE NEXT PAGE. If a column is not applicable, explain in the text why it is inappropriate. ESTIMATES MUST BE DEVELOPED INDEPENDENTLY WITHOUT THE SELECTED CONTRACTOR'S ASSISTANCE.

AFTER THE TABLE, describe how the Contractor's Proposal was examined and compared to the Pre-Solicitation Statement of Services and your independent cost estimates. First, to familiarize the reader, present a general discussion of major changes during each negotiation session, then provide important details. Your discussion should focus only on those items/tasks that have a significant cost difference between your estimate and the final amount. For example, a \$100 difference on a \$20,000 task would not warrant discussion while a \$2,400 difference might. Exercise judgment as to what is a significant change, based on the overall value of the contract. Your discussion should include reasons for the difference; i.e., level of expertise, hours per task, transportation and per diem, equipment, specific materials and supplies, etc. that may have been underestimated or overlooked. Identify any significant changes in services that were not included in the Pre-Solicitation Statement of Services or the Contractor's first proposal.

Summarize any special conditions, items to be resolved as work progresses (such as need for additional soils investigation), increases/decreases of subcontractor use, completion of tasks by Phases or any understandings reached that may result in future Amendments.

If hourly labor rates, equipment rates, per diem, or other cost elements were significant negotiation issues for the Contractor and/or Subcontractor, include a discussion of such issues with the explanation of how the final rates, etc. are determined to be reasonable. Identify the Indirect Cost Rates (IDCRs) and how they were established. If possible, briefly summarize information rather than attach numerous copies of correspondence, proposals, work sheets, etc. Keep all materials that may be used for future contract discussions in your project files.

Explain how the Fee (profit) was negotiated; i.e., Fee Objective Work Sheet or other approach. Explain how the final total price was determined to be fair and reasonable.

TECHNICAL AND PRICE NEGOTIATIONS

TASK, SUBTASK, OR ACTIVITY, ETC.	PRESOLICITATION ESTIMATE	PREPROPOSAL ESTIMATE	CONTRACTOR'S FIRST PROPOSAL	NEGOTIATION OBJECTIVES	FINAL AMEND OR PSA AMOUNT
1. NTP 1, Task 1	\$64,060.00	\$224,771.00	\$754,743.00	\$399,438.00	\$399,438.00
TOTALS >>>	\$64,060.00	\$224,771.00	\$754,743.00	\$399,438.00	\$399,438.00

Contract negotiations began with an in-person meeting on 3/24/2023. In that meeting the Contractor was asked to provide a fee proposal for Tasks 1 & 4 from the original RFP document. The DOT's pre-solicitation estimate for Tasks 1 & 4 was \$64,060. After discussions during the meeting DOT revised the pre-solicitation estimate and created a pre-proposal estimate of \$224,771 for the work. **The Consultant's first proposal for Tasks 1 & 4 totaled \$754,743. This was significantly higher than the DOTs estimate.**

A negotiation meeting was held between DOT and the Contractor on 5/4/2023. During that meeting DOT expressed concerns about the high cost for tasks 1 & 4. The Contractor explained that the high fixed fee estimate was due to the unknown risks associated with developing the project to the 25% level with so many unknowns at this time. They stated that because there was not a clear scope under task 1 there were a lot of questions that needed to be researched, investigated, and answered prior to selecting a preferred concept at the site and then developing the design to 25% (as was requested in task 4). During the meeting, both DOT and the Contractor agreed that it would be best to hold off developing the design to 25% until field reconnaissance had been completed. It was agreed that the field reconnaissance work (Tasks 2 & 3 of the original scope of services) would be tasked once a preferred alternative was chosen. **In the end, both parties agreed to only move forward with Task 1 at this time, which would include: background and site research, site visit, planning meetings, concept development, cost estimates, and final concept selection.**

The DOT agreed to the fixed-fee proposal of \$399,438.00 for Task 1 after the Contractor explained in detail the amount of time it would take to: 1) engage all the subconsultants on the project, 2) research and investigate all unknown design variables, 3) coordinate with all parties including AMHS/Goldbelt/and the DOT to come to an agreement on a final design concept.

All work associated with this negotiation will be executed under a fixed-fee amount. A break-down of the detailed billing rates for both the Contractor and the Subcontractors are included in the attached supporting documents. The proposed methodology, project expectations and associated fees for this task have been discussed with the Contractor.

Additional negotiations are expected for Tasks 2- 8 in the original statement of services.

In summary, it is requested that NTP 1 be issued to PND Engineers, Inc. in the amount of \$399,438. This amount is considered fair and equitable considering the scope of the expected services needed to complete the work associated with Tasks 1.

The period of performance for this work shall be thru Dec. 31, 2023.

Attachments:

- A. Statement of Services
- B. Pre-solicitation Estimate- All Tasks (1-8)
- C. Pre-proposal Estimate – Tasks 1 & 4
- D. PND Fixed Fee Proposal – Task 1 & 4

JNU Cascade Point Ferry Terminal

Consultant - Cost Estimate

Task	Est Hrs	Cost/Hr	Totals
Task 1 - Scoping and Preliminary Analysis			
Project Manager	8	\$200	\$1,600
Civil Engineer	24	\$170	\$4,080
Structural Engineer	24	\$170	\$4,080
Staff Engineer	48	\$150	\$7,200
Admin	8	\$100	\$800
Task 1 Totals =			\$17,760
Task 2 - Land Surveying/ROW			
Project Manager	16	\$200	\$3,200
Civil Engineer	48	\$170	\$8,160
Staff Engineer	48	\$150	\$7,200
Land Surveyor	200	\$150	\$30,000
Admin	8	\$100	\$800
Task 2 Totals =			\$49,360
Task 3 - Geotech Exploration / Foundations Report			
Project Manager	16	\$200	\$3,200
Geotechnical Engineer	200	\$170	\$34,000
Staff Engineer	200	\$150	\$30,000
Drilling Sub			\$100,000
Admin	16	\$100	\$1,600
Task 3 Totals =			\$168,800
Task 4/5 - Conceptual Design/Local Review Deliverables			
Project Manager	16	\$200	\$3,200
Civil Engineer	50	\$170	\$8,500
Staff Engineer	50	\$150	\$7,500
Structural Engineer	50	\$170	\$8,500
Coastal Engineer	50	\$170	\$8,500
Electrical Engineer	50	\$170	\$8,500
Admin	16	\$100	\$1,600
Task 3 Totals =			\$46,300
Task 6 - Preliminary Design/Permitting			
Project Manager	200	\$200	\$40,000
Civil Engineer	400	\$170	\$68,000
Staff Engineer	600	\$150	\$90,000
Structural Engineer	400	\$110	\$44,000
Coastal Engineer	300	\$160	\$48,000
Electrical Engineer	400	\$170	\$68,000
Admin	40	\$100	\$4,000
Task 3 Totals =			\$362,000
Task 7 - Final Design			
Project Manager	200	\$200	\$40,000
Civil Engineer	200	\$170	\$34,000
Staff Engineer	400	\$150	\$60,000
Structural Engineer	400	\$170	\$68,000
Coastal Engineer	40	\$170	\$6,800
Electrical Engineer	200	\$170	\$34,000
Admin	120	\$100	\$12,000
Task 3 Totals =			\$254,800
Task 8 - Bid Support			
Project Manager	8	\$200	\$1,600
Staff Engineer	120	\$150	\$18,000
Admin	8	\$100	\$800
Task 6 Totals =			\$20,400
Task 9 - Construction Support			
Project Manager	120	\$200	\$24,000
Civil Engineer	480	\$170	\$81,600
Staff Engineer	480	\$150	\$72,000
Structural Engineer	480	\$170	\$81,600
Coastal Engineer	240	\$170	\$40,800
Electrical Engineer	240	\$170	\$40,800
Admin	120	\$100	\$12,000
Travel, Lodging, Rental Car			\$10,000
Task 5 Totals =			\$362,800
Totals, Tasks 1-9 =			\$1,282,220

PROPOSED STATEMENT OF SERVICES

APPENDIX B1 - ADMINISTRATIVE REQUIREMENTS

RFP No: 25233020
Program No: SSHWY00495
Federal No: N/A
Date Prepared: 1/26/2023

RFP No. 25233020 JNU Cascade Point Ferry Terminal

The State of Alaska Department of Transportation and Public Facilities (DEPARTMENT), Southcoast Region, Division of Preconstruction Services is seeking professional engineering and other technical services for the design of the Cascade Point Ferry Terminal, located in Berners Bay, Alaska (Juneau).

ADMINISTRATIVE REQUIREMENTS

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 an NTP.

Funding Source. This is currently a STATE funded project, but construction may be federalized at later point in time. If so, it will be subject to federal Buy America requirements. The design consultant will ensure consideration is provided for materials compliance of these requirements for both design and construction review processes.

Project Staff. All services must be performed by or under the direct supervision of the individuals noted and explained in the Consultant's RFP response. Only prior written approval from the DEPARTMENT shall accomplish replacement of, or addition to, the named Project Staff.

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

Consultant Name on Plan Sheets and Documents. No Consultant logos shall be allowed on any electronic or hard copy document produced for the DEPARTMENT. Consultant letterhead shall be allowed only as exhibits in document appendices. The Consultant name shall be in the same font as other lettering on the plan sheet or document, shall be 0.05" in height on 11"x17" plan sheets, and shall be included in the binding edge of each sealed and signed plan sheet in the following format:

PLANS DEVELOPED BY: CONSULTING FIRM NAME, LLC, CERT. OF AUTHORIZATION NO.
PHYSICAL ADDRESS
PHONE NUMBER

Standards, Guidelines, References, and Software. The Consultant shall use the most current editions of any publications of standards, guidelines, or references that have been adopted by the DEPARTMENT at the time that design services begin. Major changes in design guidance during the project that change the design criteria may be addressed by amendment. Design guidelines and standards include but are not limited to: Alaska DOT&PF Preconstruction Manual, Alaska Traffic Manual, Standard Drawings Manual, Highway Drainage Manual, Alaska Sign Design Specifications, Manual of Uniform Traffic Control Devices, Guide for Flexible Pavement Design and Evaluation, Standard Specifications, and the American Association of State Highway and Transportation Officials (AASHTO) Standards. **Standard software programs used by the DEPARTMENT include, but are not limited to, the following:**

- AutoCAD Civil 3D 2021
- Microsoft Office Suite: Word, Excel, PowerPoint, Project
- Microsoft TEAMS
- AASHTOWare Preconstruction

Department design and construction standards can be found under the below website. All work shall conform to the applicable published information.

The most current version of AutoCAD and AutoCAD Civil 3D (C3D) adopted by the DEPARTMENT shall be used for all linework and modeling. Use drafting procedures outlined in the current DOT&PF CAD Standards and Drafting Guide. Use the DEPARTMENT's C3D template file, supplemented as necessary by the Consultant's library of styles. Consultant styles will be clearly differentiated by name so that the DEPARTMENT can review the styles for conformance to their standards. The C3D drawing files will contain all assemblies, vertical and horizontal geometry, alignments, corridors, styles, surface models (existing, proposed and all pertinent intermediate). All two-dimensional items will be incorporated into the C3D drawing as AutoCAD linework. The Consultant will provide the file directory to the DEPARTMENT that ensures dependencies among files are maintained.

Cost Estimates: The Consultant shall develop the Estimate and associated bid schedule items for this project using AASHTOWare Preconstruction. Access to the program and instructional documentation for the software will be provided to the Consultant.

Specifications: Project specifications will be in accordance with DOT&PF Standard Specifications for Highway Construction (latest edition). The Department will assist the consultant with the development of the project specifications (Special Provisions) in accordance with current standards. The Department will furnish draft specifications from similar, past projects that are pertinent to this project on electronic format (MS Word). The Department will also assist in the compilation of all front-end specification documents including bid forms and standard or special provisions associated with Division 1. The consultant will edit all appropriate specifications sections to suit and compile the final Special Provisions document.

Submittal Requirements. Deliverables shall be compatible with DEPARTMENT standard software and submitted in original electronic format as well as PDF. Hard copies shall be submitted for all documents requiring an original seal or other documents as may be required by the Department's project manager.

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

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 specifically describe the services and other items **for which the billing is submitted** and shall estimate the percent the services are complete. Any delayed costs from previous billing periods that are included in the current billing must be clearly explained in the report.

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

Project Schedules. The Contractor will develop a Critical Path Method (CPM) or another approved schedule for the project. Schedules shall be developed and updated monthly by the Contractor.

Progress Meetings/Reports. The Contractor shall participate in and facilitate monthly or bi-weekly Project Coordination Meetings with the Project Manager for the duration of the project. The intent of these meetings will be to discuss project progress, resolve issues, and receive guidance and/or direction from the Contracting Agency. The Contractor will prepare and submit to the Project Manager for these meetings a meeting agenda, six (6) week look ahead schedule and updates to the overall project schedule three (3) working days prior to each coordination meeting. The Contractor will keep minutes of all meetings and submit them to the Project Manager within five workdays following each meeting. Attendance at the meetings will be via telephone or Microsoft Teams.

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

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

Quality Control. Internal quality control and review of deliverables shall occur during the performance of all phases before they are submitted to the Contracting Agency. The consultant shall prepare a quality control plan and develop checklists and procedures for review of completed work products. If requested, the Consultant shall furnish copies of redlines and completed checklists.

PROPOSED STATEMENT OF SERVICES

APPENDIX B2 – STATEMENT OF SERVICES

RFP No: 25233020
Program No: SSHWY00495
Federal No: N/A
Date Prepared: 1/26/2023

RFP No. 25233020 JNU CASCADE POINT FERRY TERMINAL

The State of Alaska Department of Transportation and Public Facilities (Department or DOT&PF) Southcoast Region is seeking professional engineering services to evaluate the feasibility and design of a new ferry terminal facility located at Cascade Point near Berners Bay, at MP 41 of the Glacier Highway. The Department is seeking a qualified firm with experience and working knowledge of marine development and offshore structures projects in Alaskan coastal locations. The ideal consultant would be well versed with Alaska Marine Highway System (AMHS) ferry terminal infrastructure and associated operational needs.

The proposed ferry terminal site and associated shore infrastructure will be located on Goldbelt Corporation (Goldbelt) property. Goldbelt may develop this area to provide commercial marine operations, including dedicated space for an AMHS facility. AMHS or the Department will coordinate with Goldbelt and provide direction to the selected consultant.

Scope of Work

Introduction

This project includes feasibility analysis, preliminary and final design of AMHS infrastructure at Cascade Point. Expected services will encompass civil, structural, bridge, marine, geotechnical, electrical, and mechanical engineering, land and property surveys, architectural and environmental permitting support services. The work includes:

- Topographic and bathymetric surveys to verify and/or supplement existing data.
- Geotechnical field investigations as necessary to support design activities.
- Metaocean analysis to establish design parameters for offshore and nearshore marine structures.
- Civil, structural, geotechnical, coastal, electrical, and mechanical engineering and architectural services for all elements of the proposed development.
- Technical assistance to support anticipated permitting that may include US Army Corps of Engineers (USACE) permits and the USACE's consultations with National Marine Fisheries Service (NMFS) under Section 7 of the Endangered Species Act (ESA), and a request for incidental harassment authorization (IHA) under the Marine Mammal Protection Act (MMPA).

The below project discussion includes potential features that may be considered. Proposals should address expertise and experience to accomplish the full scope of services. However, the Department ultimately may not require all services described herein.

General Information and Background

The proposed project location is approximately 30 road-miles north of Auke Bay and about three miles north of Echo Cove. Access to the site is via the State-maintained Glacier Highway. The access roadway to the beach from the end of Glacier Highway is a pioneer road about 2000 feet long. There are no existing utilities at this location.

Goldbelt has conducted previous engineering studies for marine and uplands development. Some topographic and bathymetric survey data and geotechnical and other site and marine climate investigations have been performed by others. The Department also has LIDAR survey information from previous Juneau Access project reconnaissance efforts. The Department expects to make this information available to the successful proposer.

The anticipated ferry vessel to be accommodated at this facility is the Alaska Class Ferry (MV Tazlina). The vessel is currently expected to operate on a daily schedule in Northern Lynn Canal servicing the Haines and Skagway from Cascade Point during the summer months (March – September). Current plans call for the vessel to moor overnight at the proposed Cascade Point ferry terminal. The Department may task the consultant with evaluating feasibility of year-round operations

Two conceptual site plans are attached in Appendix A. One site plan was developed by Goldbelt; the other by the Department. These conceptual plans do not represent an accepted or preferred alternative and are provided for information purposes only.

Upland Design Considerations

Access Road and Roadway Bridge – The current access road to the beach may be reconstructed to proposed Glacier Highway standards, expected to be 11-foot lanes and 2-foot shoulders minimum. Road surfacing is intended to be consistent with Glacier Highway. A new vehicle bridge of approximately 50-foot span is planned to cross Cascade Creek.

Vehicle Staging Lanes – 1,000 linear feet. (Based on full car deck capacity of ferry or 53 standard vehicles).

Vehicle Parking for Vessel Staff – 26 spaces. AMHS is expecting a full crew to reside on the vessel during overnight mooring.

Vehicle Parking for Passengers – Approximately 20-35 spaces.

Shore Tie Electrical Power – Vessel may need shore tie power during overnight mooring. Estimated demand is 300-400 KW for vessel alone. This does not account for other uplands and marine electrical demands.

Sewage Disposal from Vessel – Consideration may include a 1,500 gpd on-site disposal system or a shore-based holding tank of approximately 15,000-gallon capacity.

Potable Water – Options to provide on-site potable water must be considered. Estimated use is approximately 1,000 gpd.

Fuel Storage – The uplands should be designed to accommodate space for weekly supply of fuel for the vessel. Consider on-site storage to accommodate approximately 2,500 gpd or 15,000 gallons per week.

Passenger or Terminal Building – Operational plans for this ferry terminal have yet to be developed. AMHS may employ off site or on-line ticketing combined with on board vessel ticketing. Consider a 800-1,000 square foot heated public waiting building with public restrooms and accommodations for two ticketing agents.

Equipment Storage – Consider an equipment storage building of approximately 400 square foot to store miscellaneous vessel provisions and other tools, supplies, equipment and other items.

Upland Amenities/Miscellaneous

Provide dedicated ADA compliant sidewalks and access ways to clearly separate vehicles from pedestrian traffic. Pedestrian access ways may be equipped with fully covered walkways including the approach trestle and transfer bridge.

The staging area needs access for a vessel-based baggage cart. The baggage vehicle train is normally a ½-ton pickup towing two baggage carts requiring about 45-50 feet in length to park and a clear turning radius of about 30-feet. The parking area for the baggage cart should be readily accessible to passengers and parked under a covered area.

Lighting for upland and marine access ways and parking areas must be considered.

Marine Design Considerations

The Alaska Class or ACF ferry (MV Tazlina) has the following characteristics:

LOA = 280 feet
Beam = 67 feet
Loaded Draft = 13.5 feet
Displacement = 3,016 Long Tons
Exposed Side Profile Area = 11,650 square feet

The proposed ferry berth will be a stern (end) loading facility consisting of pile supported offshore structures, bridge support float and a vehicle transfer bridge.

This site is in an exposed weather location. The anticipated storm wave heights are on the order of 9-feet from the northwest and about 4-feet from the southeast directions. Breakwater structures such as structural wave barriers in conjunction with rubble mound structures are anticipated to be needed to insure operational conditions at the ferry

terminal and protection of fixed and floating ferry terminal structures.

Offshore geotechnical conditions at the proposed site are not fully known. Available information will be provided to the successful proposer. Additional offshore geotechnical exploration work may be needed, and the consultant should anticipate providing this expertise and capability.

Access to the marine berth or transfer bridge abutment is expected to be via a rubble mound type offshore fill (causeway). A minimum basin elevation of -25 feet MLLW is needed to safely accommodate the ferry vessel draft under low tide conditions. Minimization of offshore dredging is desirable.

The bridge support float is anticipated to be approximately 40'x60'. The bridge float will support an elevated intermediate ramp with an adjustable apron affixed to the end to provide ferry vessel access. Both the intermediate ramp and apron are operated by hydraulic actuator systems.

The transfer bridge is anticipated to be of steel construction and designed to be non-fracture critical. The minimum bridge size is 16-foot clear width by 140-feet in length (12' driving lane and 4' pedestrian lane). The transfer bridge shall be designed to accommodate electrical power and lighting cables and lighting fixtures. Fuel, sewage, and potable water transfer pipes may also be needed to connect to the uplands depending on the final utility needs that are provided at this facility.

The mooring structures may be either fixed fender face or floating rubber fender mooring structures depending on further engineering analysis. Fixed fender structures would be more robust for withstanding winter storm events when the terminal is unoccupied. However, attention to mooring line attachments would be needed for tidal movement of the vessel and lines would likely need some adjustment by vessel staff while the ferry is berthed overnight. Floating fender structures would be preferred by the vessel operations staff for ease of all tide mooring of the ferry vessel. These floating structures are positioned near the mooring chocks and accommodates vertical travel during tidal cycles, eliminating the need for line handling.

Environmental Services

The Department anticipates that environmental permitting will be provided by others. These services may be added by amendment. Anticipated consultations and permits include:

- Geotechnical investigations consultation and permitting (Section 7 of the ESA and USACE)
- Cultural and historic resources
- Essential Fish Habitat Consultation under the Magnuson-Stevens Fishery Conservation and Management Act
- Consultation under Section 7 of the ESA
- IHA under the Marine Mammal Protection Act
- 404 USACE individual permit, including a minimization and avoidance analysis and mitigation statement if applicable

Coordination

Some features of the final design may be subject to construction, ownership, operation, and maintenance by Goldbelt. Those elements may be separately delineated by cost and construction sequencing depending on final agreements between the Department and Goldbelt. This contract is restricted to the design of AMHS facilities.

It is currently anticipated that this project will be developed and designed as one project. However, there is a possibility of phasing various components to meet budgetary or scheduling limitations. The consultant shall be prepared to phase this project under one or more construction contracts. Alternative construction means and methods such as CMGC may also be employed at the Departments discretion.

Expected Tasks / Deliverables

This project is anticipated to be conducted under the following primary tasks. Tasks may be conducted concurrently.

1. Preliminary Analysis, Design and Development of Preferred Alternatives
2. Land Surveying
3. Geotechnical Exploration and Foundation Design Reports
4. Preliminary Design / Local Review
5. Preliminary Design to support Project Permitting
6. Final Design of Preferred Alternative (PIH, PSE & Bid Ready Documents)

7. Project Advertisement Support
8. Design Support during Construction

Deliverables are subject to negotiation and change depending on the authorized development level of the project. At minimum, the following deliverables can be expected:

Task 1 will encompass the gathering of existing information, investigation of existing conditions and site visits and meetings with primary stakeholders. Public meetings may also be required. One or more preliminary or conceptual level designs and associated construction cost estimates will then be developed.

Task 2 will provide all boundary/ROW, topographic, bathymetric or other survey work products needed for design and other uses in accordance with DOT&PF standards.

Task 3 will consist of field exploration(s) and materials and foundation design reports in accordance with DOT&PF standards. Foundation design reports are expected to run concurrently with all design tasks and concluded in final design under future tasks.

Task 4 will be preliminary design of the preferred alternative to approximately the 25% level. A local review will be held to finalize features and direction for final design efforts.

Tasks 5 and 6 will involve design of the selected alternative. Task 5 is expected to be approximately a 50% design level or otherwise sufficient for identifying all conditions needed to obtain final environmental permits.

Task 6 is expected to consist of three submittal levels for PIH, PSE, and Final sealed bid documents. These documents will include Plans, Specifications and Estimates in accordance with Department standards. Formal reviews will be conducted following the PIH and PSE submittals. The PIH review will require a site visit.

Task 7 involves assistance to the Department during bidding. This is expected to include answering bid related questions and preparation of contract addendums.

Task 8 includes review and approval of fabrication or shop drawings, associated material submittals, requests for information, and provision of field or shop fabrication inspections.

Anticipated Period of Performance

The actual periods of performance shall be negotiated based on the Tasks that are ultimately authorized by the Department. The following key milestone dates are currently anticipated:

Preliminary Design – December 2023
PIH Review – May 2024
PSE Review – July 2024
Bid Advertisement – October 2024
Physical Construction – March 2025 through December 2026

Supporting Documents (Attachments)

- A. Vicinity Map and Concept Site Plans

DOT&PF FEE WORKSHEET

Confidential when completed by Agency personnel - Not for public disclosure until after contract award.

Prior to using this Worksheet, an Independent Cost Estimate or the Contractor's Price Proposal must be done to establish the amounts for Direct Cost of Direct Labor, Subcontracts, and Special Expenses to be used.

Project Title: Cascade Point Ferry Terminal

Contractor or Subcontractor:

Prepared by & Date: Misty Butler 3/05/2023

FEE FOR DIRECT COST OF DIRECT LABOR (DCDL)

ESTIMATED DIRECT COST OF DIRECT LABOR		<u>\$62,200</u>
BASE LEVEL	<u>7.0%</u>	
<u>CONSIDERATIONS</u>		
SCHEDULE (2% Maximum)		
Typical Delivery =	0.0%	
Aggressive Delivery =	1.0%	
Very Aggressive Delivery =	2.0%	<u>1%</u>
SIZE (2% Maximum)		
Less than \$250,000 =	2.0%	
\$250,000 - \$1,000,000 =	1.0%	
More than \$1,000,000 =	0.0%	<u>2%</u>
DURATION (2% Maximum)		
Less than 1 year =	0.0%	
1 to 2 years =	1.0%	
More than 2 years =	2.0%	<u>0%</u>
COMPLEXITY (2% Maximum)		
Low =	0.0%	
Low to Mid =	0.5%	
Mid =	1.0%	
Mid to High =	1.5%	
High =	2.0%	<u>1.0%</u>
OTHER / SPECIAL (+/- 2% Maximum)*	<u>2.00%</u>	
DCDL - TOTAL FIXED FEE (Maximum 15%)	<u>15.00%</u>	<u>\$9,330</u>
FEE FOR INDIRECT COST (IDC) based on the Direct Labor Amount ¹	<u>15%</u>	<u>\$9,330</u>
FEE FOR SUBCONTRACTS (Maximum 5%)	<u>5.00%</u>	<u>\$1,935</u>
	<u>\$38,700</u>	
TOTAL NEGOTIATED FEE		<u>\$20,595</u>

TOTAL FEE NEGOTIATION OBJECTIVE BASED ON Fixed Price METHOD OF PAYMENT

* Explanation

¹ - The Fee for Indirect Cost is calculated using 15% of the estimated Direct Labor amount - NOT OF THE INDIRECT COST AMOUNT. This percentage is fixed for all contracts.

ENGINEERING CONSULTANT CONTRACTS

DEFINITIONS FOR FIXED FEE CALCULATION

These definitions are intended to be used as a tool by DOT&PF negotiators in determining the appropriate fixed fee (profit) for a given consultant contract. The following information should be considered guidelines and examples to help ensure consistent profit on similar consultant contracts. Each DOT&PF region is responsible for ensuring this consistency for the projects being managed within their region. The final fixed fee amount shall be project specific and determined through negotiations with the consultant.

SCHEDULE:

Typical Delivery – These projects have typical completion schedules and it should not be difficult to achieve the milestones for the project deliverables. No external factors are driving the schedule. These projects do not typically require supplemental staff in order to meet project milestones. Very little, if any, overtime is necessary to meet deadlines and no extraordinary scheduling of personnel is anticipated.

Aggressive Delivery – These projects are schedule driven to fixed dates that are hard to achieve based on the technical requirements of the project. Special circumstances or external factors may be driving the schedule. It is common that some overtime or supplemental staff will be required to provide the necessary capacity to meet project milestones.

Very Aggressive Delivery – These projects are schedule driven to fixed dates that are very difficult to achieve based on the technical requirements of the project. Extreme circumstances, such as large-scale emergencies or other risks, may be driving an early project completion. It is common that substantial overtime and supplemental staff will be required to provide the additional capacity needed to meet the schedule.

SIZE: Total Negotiated Cost of Consultant Contract (not including the fixed fee)

DURATION: Total Length of Project Schedule (not including construction support services)

COMPLEXITY:

Low – This category represents the least difficult and least complex projects. Typical examples include: preservation (mill/fill or overlay) projects, surveying, and guardrail replacement or upgrades. Traffic control is generally standard or will require little engineering. The projects are entry level in their complexity and minimal staff supervision is necessary.

Low to Mid – This category represents less difficult and lower complexity projects. Typical examples include: minor bridge projects, feasibility studies, scoping and pre-design not requiring stamped plans, research projects, safety projects, signal projects, small urban preservation projects, materials testing, and construction administration for these types of projects. Traffic control and phasing is generally straightforward. General staff or entry-level staff can perform most of the work with senior-level staff supervision only.

Mid – This category represents standard project difficulty and complexity. Typical examples include: standard bridges, rural capacity improvement/new construction projects, large/complex urban preservation projects, Environmental Assessments, projects requiring coordination with project stakeholders, and construction administration for these types of projects. Detailed traffic control and phasing may be required. Some R/W may be required. General staff with senior-level staff oversight is common.

COMPLEXITY (cont.):

Mid to High – This category represents difficult or complex projects. Typical examples include: complex bridges, complex urban capacity improvement/new construction projects, Environmental Impact Statements, projects requiring complex public involvement and significant stakeholder coordination, projects that may require innovative solutions to difficult technical issues, and construction administration for these types of projects. Complex traffic control and phasing is common. Significant R/W is typically required. Several subconsultants may be necessary to handle multiple technical specialty areas.

High – This category represents the most difficult and complex projects. Typical examples include: interchanges, project designs of a highly complex and/or technical nature, very complex major bridges, projects likely to require cutting-edge or highly-innovative solutions involving multiple disciplines, projects involving multiple modes of transportation, high-profile, controversial, and politically sensitive projects, and construction administration of these types of projects.

OTHER / SPECIAL:

The intent of this category is to give the DOT&PF negotiator additional flexibility in determining the total fixed fee that is appropriate for their specific project. Although the categories defined above may be sufficient to calculate the total fixed fee for most projects, some projects may require an adjustment to account for additional or special considerations. The DOT&PF negotiator may add or subtract up to a maximum of 2% under this category before determining the final fixed fee amount. The reasons for the adjustment shall be documented in the “Explanation” area of the fixed fee calculation worksheet.

Although the considerations and categories defined above include many of the normal risks associated with each type of project, the following special considerations and potential risks should also be reviewed to determine if a fixed fee adjustment is justified:

- Contract type: lump sum contracts are generally higher risk than other contract types (the fixed fee calculation worksheet was developed for cost plus fixed fee contracts)
- Subconsultants: more or less subconsultants than what are typically used for this type of project may warrant an adjustment; a significant increase in subconsultants generally increases the risk to the prime which may justify additional fixed fee
- Non-typical complexity factors present: if a project generally falls within a certain level of complexity, but includes several complexity factors from another level, an adjustment in fixed fee may be justified
- Other factors that may warrant fixed fee adjustment: incorporating DOT&PF (or work by others) into consultant contract; level of DOT&PF assistance required; experience of DOT&PF project manager; design constraints outside of consultant's control (e.g., pre-determined tight R/W requiring design exceptions); and level of unknowns and uncertainties.

These are only examples of what may justify an increase or decrease in the fixed fee amount and individual judgement must be exercised.

COST ESTIMATE PER TASK

FIRM: DOT&PF Estimate				PROJECT TITLE: Cascade Point Ferry Terminal									
TASK NO:		TASK DESCRIPTION: NTP 1: Research, Development & 25% Plans							DATE:				
GROUP:		METHOD OF PAYMENT: FP <input checked="" type="checkbox"/> FPPE <input type="checkbox"/> T&E <input type="checkbox"/> CPFF <input type="checkbox"/>				PREPARED BY: M. Butler							
SUB-TASK NO.	SUB-TASK DESCRIPTION	LABOR HOURS PER JOB CLASSIFICATION											
			Senior Engineer VII	Senior Engineer V	Senior Engineer III	Staff Engineer V	Staff Engineer II	CAD Designer VI	CAD Designer V				
Task 1	Research & Development		80.0		250.0	100.0		80.0					
Task 4	25% Design Alternatives		20.0		250.0	100.0		80.0					
TOTAL LABOR HOURS		0	100	0	500	200	0	160	0		0	0	
* LABOR RATES (\$/HR)			\$ 100.00	\$ 80.00	\$ 70.00	\$38.00	\$0.00	\$ 60.00	\$ 45.00				
LABOR COSTS (\$)		\$0	\$10,000	\$0	\$35,000	\$7,600	\$0	\$9,600	\$0		\$0	\$0	
EXPENSES					COMMENTS: LABOR RATES ARE BASE PAY. INDIRECT COST FEE ARE ACCOUNTED FOR IN SUMMARY SHEET FIRM'S TOTAL COST OF LABOR (or Fixed Price): INDIRECT COST RATE (IDCR) (Included in labor Rates) 158.0% FIRM'S TOTAL EXPENSES FIRM'S TOTAL COST (no Subcontracts or Fee) TOTAL SUBCONTRACTOR PRICES:								
SUB-TASK NO.	ITEM(S)	QUANTITY	UNIT PRICE	TOTAL PRICE									
	Inspection equipment	1	\$5,000.00	\$5,000.00									
TOTAL EXPENSES: \$5,000													
SUB-CONTRACTORS: Firm Initials and Price Per Task													
FIRM:	Electrical	Architect	Other										
AMOUNT:	\$15,480	\$15,480	\$7,740										

* Labor Rates shall be direct labor (base pay) only if using an indirect cost rate; otherwise, Labor Rates shall be total rates (i.e. base pay + benefits + overhead.)

COST ESTIMATE PER TASK

FIRM: DOT&PF Estimate			PROJECT TITLE: Cascade Point Ferry Terminal									
TASK NO:		TASK DESCRIPTION: NTP 1: Research, Development & 25% Plans								DATE: 4/5/2023		
GROUP:		METHOD OF PAYMENT: FP <input checked="" type="checkbox"/> FPPE <input type="checkbox"/> T&E <input type="checkbox"/> CPFF <input type="checkbox"/>					PREPARED BY: M. Butler					
SUB-TASK NO.	SUB-TASK DESCRIPTION	LABOR HOURS PER JOB CLASSIFICATION										
			Project Mgr	Senior Engineer	Junior Engineer		Drafter					Total
Task 1	Research & Development		20.0									20.0
												0.0
Task 4	25% Design Alternatives		40.0									40.0
												0.0
												0.0
Labor rates are loaded rates including Direct Cost (DCDL) plus IDCR (%IDCR x DCDL) plus 15% DCDL Fee plus 15% of DCDL for IDCR Fee.												
TOTAL LABOR HOURS		0	60	0	0	0	0	0	0	0	0	60
* LABOR RATES (\$/HR)			\$100.00	\$80.00	\$70.00	\$0.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	
LABOR COSTS (\$)		\$0	\$6,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
EXPENSES					COMMENTS:							
SUB-TASK NO.	ITEM(S)	QUANTITY	UNIT PRICE	TOTAL PRICE								
				FIRM'S TOTAL COST OF LABOR (or Fixed Price):				\$6,000				
				INDIRECT COST @	(Included in labor Rates) 158.0%			\$9,480				
				TOTAL EXPENSES:	\$0			FIRM'S TOTAL EXPENSES	\$0			
SUB-CONTRACTORS: Firm Initials and Price Per Task								FIRM'S TOTAL COST (no Subcontracts or Fee)	\$15,480			
FIRM:												
AMOUNT:								TOTAL SUBCONTRACTOR PRICES:	\$0			

* Labor Rates shall be direct labor (base pay) only if using an indirect cost rate; otherwise, Labor Rates shall be total rates (i.e. base pay + benefits + overhead.)

COST ESTIMATE PER TASK

FIRM: DOT&PF Estimate			PROJECT TITLE: Cascade Point Ferry Terminal									
TASK NO:		TASK DESCRIPTION: NTP 1: Research, Development & 25% Plans								DATE: 4/5/2023		
GROUP:		METHOD OF PAYMENT: FP <input checked="" type="checkbox"/> FPPE <input type="checkbox"/> T&E <input type="checkbox"/> CPFF <input type="checkbox"/>					PREPARED BY: M. Butler					
SUB-TASK NO.	SUB-TASK DESCRIPTION	LABOR HOURS PER JOB CLASSIFICATION										
			Project Mgr	Senior Engineer	Junior Engineer		Drafter					Total
Task 1	Research & Development		20.0									20.0
												0.0
Task 4	25% Design Alternatives		40.0									40.0
												0.0
												0.0
Labor rates are loaded rates including Direct Cost (DCDL) plus IDCR (%IDCR x DCDL) plus 15% DCDL Fee plus 15% of DCDL for IDCR Fee.												
TOTAL LABOR HOURS		0	60	0	0	0	0	0	0	0	0	60
* LABOR RATES (\$/HR)			\$100.00	\$80.00	\$70.00	\$0.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	
LABOR COSTS (\$)		\$0	\$6,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
EXPENSES					COMMENTS:							
SUB-TASK NO.	ITEM(S)	QUANTITY	UNIT PRICE	TOTAL PRICE								
TOTAL EXPENSES:				\$0								
					FIRM'S TOTAL COST OF LABOR (or Fixed Price):							\$6,000
					INDIRECT COST @		(Included in labor Rates)		158.0%		\$9,480	
					FIRM'S TOTAL EXPENSES							\$0
SUB-CONTRACTORS: Firm Initials and Price Per Task					FIRM'S TOTAL COST (no Subcontracts or Fee)							\$15,480
FIRM:												
AMOUNT:					TOTAL SUBCONTRACTOR PRICES:							\$0

* Labor Rates shall be direct labor (base pay) only if using an indirect cost rate; otherwise, Labor Rates shall be total rates (i.e. base pay + benefits + overhead.)

COST ESTIMATE PER TASK

FIRM: DOT&PF Estimate			PROJECT TITLE: Cascade Point Ferry Terminal									
TASK NO:		TASK DESCRIPTION: NTP 1: Final Design								DATE: 4/5/2023		
GROUP:		METHOD OF PAYMENT: FP <input checked="" type="checkbox"/> FPPE <input type="checkbox"/> T&E <input type="checkbox"/> CPFF <input type="checkbox"/>					PREPARED BY: M. Butler					
SUB-TASK NO.	SUB-TASK DESCRIPTION	LABOR HOURS PER JOB CLASSIFICATION										
			Project Mgr	Senior Engineer	Junior Engineer		Drafter					Total
Task 1	Research & Development		10.0									10.0
												0.0
Task 4	25% Design Alternatives		20.0									20.0
												0.0
												0.0
Labor rates are loaded rates including Direct Cost (DCDL) plus IDCR (%IDCR x DCDL) plus 15% DCDL Fee plus 15% of DCDL for IDCR Fee.												
TOTAL LABOR HOURS		0	30	0	0	0	0	0	0	0	0	30
* LABOR RATES (\$/HR)			\$100.00	\$80.00	\$70.00	\$0.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	
LABOR COSTS (\$)		\$0	\$3,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
EXPENSES					COMMENTS:							
SUB-TASK NO.	ITEM(S)	QUANTITY	UNIT PRICE	TOTAL PRICE								
				FIRM'S TOTAL COST OF LABOR (or Fixed Price):				\$3,000				
				INDIRECT COST @	(Included in labor Rates) 158.0%			\$4,740				
				TOTAL EXPENSES:	\$0			FIRM'S TOTAL EXPENSES	\$0			
SUB-CONTRACTORS: Firm Initials and Price Per Task								FIRM'S TOTAL COST (no Subcontracts or Fee)	\$7,740			
FIRM:												
AMOUNT:								TOTAL SUBCONTRACTOR PRICES:	\$0			

* Labor Rates shall be direct labor (base pay) only if using an indirect cost rate; otherwise, Labor Rates shall be total rates (i.e. base pay + benefits + overhead.)

Fee = 15% on DCDL Plus 15% on DCDL (for IDC) = 30%

Employee Classification	DCDL		IDCR		Labor plus IDCR	FEE			Total	Proposal	Delta
	last audit	+7%		158.80%		30%					
Senior Engineer I	\$ 40.00	\$ 42.80	\$ 63.52	\$ 106.32	\$ 12.84	\$ 116.36					
Senior Engineer II	\$ 44.00	\$ 47.08	\$ 69.87	\$ 116.95	\$ 14.12	\$ 128.00					
Senior Engineer III	\$ 48.00	\$ 51.36	\$ 76.22	\$ 127.58	\$ 15.41	\$ 139.63					
Senior Engineer IV	\$ 52.00	\$ 55.64	\$ 82.58	\$ 138.22	\$ 16.69	\$ 151.27					
Senior Engineer V	\$ 58.00	\$ 62.06	\$ 92.10	\$ 154.16	\$ 18.62	\$ 168.72	173	3%	190	208	\$39,520.00
Senior Engineer VI	\$ 70.00	\$ 74.90	\$ 111.16	\$ 186.06	\$ 22.47	\$ 203.63	213	5%			
Senior Engineer VII	\$ 80.00	\$ 85.60	\$ 127.04	\$ 212.64	\$ 25.68	\$ 232.72	242	4%	225	116	\$26,100.00
Staff Engineer I	\$ 28.00	\$ 29.96	\$ 44.46	\$ 74.42	\$ 8.99	\$ 81.45					
Staff Engineer II	\$ 30.00	\$ 32.10	\$ 47.64	\$ 79.74	\$ 9.63	\$ 87.27					
Staff Engineer III	\$ 32.00	\$ 34.24	\$ 50.82	\$ 85.06	\$ 10.27	\$ 93.09					
Staff Engineer IV	\$ 35.00	\$ 37.45	\$ 55.58	\$ 93.03	\$ 11.24	\$ 101.82					
Staff Engineer V	\$ 38.00	\$ 40.66	\$ 60.34	\$ 101.00	\$ 12.20	\$ 110.54					
Staff Engineer VI	\$ 50.00	\$ 53.50	\$ 79.40	\$ 132.90	\$ 16.05	\$ 145.45					
Environmental Scientist I	\$ 30.00	\$ 32.10	\$ 47.64	\$ 79.74	\$ 9.63	\$ 87.27					
Environmental Scientist II	\$ 37.00	\$ 39.59	\$ 58.76	\$ 98.35	\$ 11.88	\$ 107.63					
Environmental Scientist III	\$ 43.00	\$ 46.01	\$ 68.28	\$ 114.29	\$ 13.80	\$ 125.09					
Environmental Scientist IV	\$ 49.00	\$ 52.43	\$ 77.81	\$ 130.24	\$ 15.73	\$ 142.54					
Environmental Scientist V	\$ 55.00	\$ 58.85	\$ 87.34	\$ 146.19	\$ 17.66	\$ 160.00					
Environmental Scientist VI	\$ 62.00	\$ 66.34	\$ 98.46	\$ 164.80	\$ 19.90	\$ 180.36					
GIS Specialist	\$ 32.00	\$ 34.24	\$ 50.82	\$ 85.06	\$ 10.27	\$ 93.09					
Senior Land Surveyor I	\$ 39.00	\$ 41.73	\$ 61.93	\$ 103.66	\$ 12.52	\$ 113.45					
Senior Land Surveyor II	\$ 44.00	\$ 47.08	\$ 69.87	\$ 116.95	\$ 14.12	\$ 128.00					
Senior Land Surveyor III	\$ 48.00	\$ 51.36	\$ 76.22	\$ 127.58	\$ 15.41	\$ 139.63					
Technician II	\$ 20.00	\$ 21.40	\$ 31.76	\$ 53.16	\$ 6.42	\$ 58.18					
Technician III	\$ 25.00	\$ 26.75	\$ 39.70	\$ 66.45	\$ 8.03	\$ 72.73					
Technician IV	\$ 30.00	\$ 32.10	\$ 47.64	\$ 79.74	\$ 9.63	\$ 87.27					
Technician V	\$ 35.00	\$ 37.45	\$ 55.58	\$ 93.03	\$ 11.24	\$ 101.82					
Technician VI	\$ 50.00	\$ 53.50	\$ 79.40	\$ 132.90	\$ 16.05	\$ 145.45	150	3%			
CAD Designer IV	\$ 27.00	\$ 28.89	\$ 42.88	\$ 71.77	\$ 8.67	\$ 78.54					
CAD Designer V	\$ 37.00	\$ 39.59	\$ 58.76	\$ 98.35	\$ 11.88	\$ 107.63			120	540	\$64,800.00
CAD Designer VI	\$ 42.00	\$ 44.94	\$ 66.70	\$ 111.64	\$ 13.48	\$ 122.18			130	700	\$91,000.00

Highlighted classifications are primary classifications to be utilized on the Sitka Seawalk Project.

\$340,220.00



April 17, 2023

PND 23J008

Ms. Misty Butler, P.E.
Engineering Manager
Alaska DOT&PF Southcoast Region - Design
6860 Glacier Highway
Juneau, Alaska 99801

Subject: JNU Cascade Point Ferry Terminal – Design Services
Fee Proposal – Tasks 1 and 4

Dear Ms. Butler,

PND Engineers, Inc. (PND) appreciates the opportunity to provide this fee proposal to AKDOT&PF for Task 1 and 4 services for the JNU Cascade Point Ferry Terminal. The following summarizes the scope of engineering services to be performed and provides a fee and schedule for the SOW identified in the JNU Cascade Point Ferry Terminal Scope of Work and as discussed in our scoping meeting on March 24, 2023.

Project Management:

Throughout Task 1 and 4, PND will manage consultants and provide all engineering services from its Juneau office. Dick Somerville, P.E. will be PND’s Contract Manager and Principal in Charge. Mark Sams, P.E., S.E. will be the project manager and will be the point of contact with DOT&PF following the Notice to Proceed. Project management duties will include:

1. Sub-consultant Management – prepare subconsultant agreements, coordinate and direct subs.
2. Owner Work Sessions – organize and conduct meetings with DOT&PF and PND Team.
3. Team Management – organize and conduct internal Team meetings and direct staff.
4. Correspondence – prepare and respond to formal project communications and report progress.
5. Scheduling Controls – prepare, update and monitor schedule for on time deliverables.
6. Budget Controls – review and deliver monthly invoices and report completion progress.

PND has assembled a strong group of subconsultants that will provide discipline specific expertise for project components throughout Task 1 and 4. Consultants include RESPEC for electrical and building mechanical engineering, K Corp Reliance Company (KRC) for fuel systems and hydraulics, Jensen Yorba Wall (JYW) for building architectural, Glosten for metocean and marine operations assessment, and Solstice Alaska for environmental permitting assistance.

Public involvement assistance has been removed from Task 1 at the department’s request. PND will provide a scope and fee for this assistance at a later date as discussed in the scoping meeting on March 24, 2023.

Task 1 Preliminary Analysis, Design and Development of Preferred Alternative:

Under this task existing background information will be compiled, then alternative design concepts for the uplands site and marine facilities will be developed based on the existing site information. Two

concept designs will be developed using design criteria established in the scope of services document provided in the RFP.

Background and Site Research: The design team will collect and research existing site information from DOT&PF, PND and Goldbelt. We will coordinate with DOT&PF to obtain any existing site information that is too large to transfer electronically.

Site Visit: The design team will perform a site visit with DOT&PF and project stakeholders to walk through the existing site and understand the existing conditions. The site visit is anticipated to be a combination of a kickoff meeting and field visit to the site over a single day. The meeting will include design team members from PND, KRC, GVJ, JYW, Solstice, Glosten and RESPEC. The team will walk the site with DOT and stakeholders, identifying possible conflicts or concerns from all parties.

Planning Meetings: The design team will conduct a series of preliminary planning meetings with DOT&PF and stakeholders to assist with concept development and final scoping of the project. PND will attend the meetings in-person with DOT&PF.

Concept Development: The design team will work with DOT&PF to develop two concepts that will be used to evaluate a preferred alternative. Concept development will evaluate water/wastewater treatment, power generation, fuel storage, and road/parking alignment alternatives. Marine facility alternatives will evaluate different site configurations for the ferry berth, wave barrier and other proposed stakeholder improvements to determine a preferred alternative that works for all parties. The preferred alternative will be developed further in Task 4.

Cost Estimate: The design team will provide high-level ROM cost estimates for the two concept designs to assist with selection of the preferred alternative.

Deliverables:

- Concept Design Drawings for Two Alternatives
- High Level ROM Cost Estimates for Two Concept Design Alternatives
- Preferred Alternative Narrative

Task 4 Preliminary Design/Local Review:

The preferred alternative will be developed to an approximate 25% design level. The design will be developed to a point for local review and for planning upland and marine geotechnical investigations. Preliminary design review will be held to finalize features and direction for final design efforts. The following tasks are anticipated:

Civil Design (PND): Develop civil design and associated drawings for the access road, Cascade Creek bridge, terminal staging and parking lot layout, water and sewer utilities systems. Plan and profile drawings will be developed to show preliminary grades and road alignment. The bridge span length across Cascade Creek will be determined and used for design of the structural systems.

Structural Design (PND): Develop structural design and associated drawings for the terminal building, satellite structures and Cascade Creek bridge framing and abutment system.

Marine Design (PND): Develop marine structure designs and associated drawings for the stern berth, transfer bridge and bridge support float. The marine design work will also include wave barrier protection for the stern berth. Designs will be developed to a level that the offshore geotechnical investigation work can be planned and environmental review by DOT&PF can commence.

Electrical Design (RESPEC): Develop electrical design and associated drawings for the preferred alternative. Electrical design scope will include the generator system and defining building and marine facility electrical components. See attached RESPEC proposal for further detail.

Building Mechanical (RESPEC): Develop mechanical design and associated drawings for the preferred alternative. The mechanical systems will include the HVAC and plumbing systems for the terminal building. See attached RESPEC proposal for further details.

Architectural (JYW): Develop architectural design and associated drawings for the preferred alternative. Architectural design will develop the building layout, perform code review, and prepare preliminary building drawings. See attached JYW proposal for further details.

Fuel Systems and Hydraulics (KRC): Develop mechanical design and associated drawings for preferred alternative elements. The fuel storage system will be developed to assist with site layout and uplands geotechnical investigation locations. The marine hydraulic systems will be addressed to coordinate with electrical and marine disciplines. See attached KRC proposal for further detail.

Hydrodynamic Modeling (Glosten): Hydrodynamic modeling of the floating and pile supported structures and wave barrier will be developed to provide preliminary loads for the marine structures. The modeling will be based on prior metocean studies conducted at the site.

Hydrology & Hydraulics (PND): The site hydrology and hydraulics (H&H) effects will be approximated during this task using existing site data. Further evaluation with a complete H&H study is anticipated in a future field work task. Approximated H&H elements will be used for preliminary design of road culverts and bridge/bridge abutments.

Cost Estimates and Specifications: A cost estimate will be developed as part of the 25% design submittal to further refine the ROM estimate developed in Task 1. A specification index will be prepared. The design team will coordinate with the Department for utilizing AAHSTOWare and specification formats.

Deliverables:

- 25% Preliminary Design Drawings
- Index of Anticipated Specifications
- 25% ROM Cost Estimate

Proposed Fee and Schedule:

PND proposes to perform Tasks 1 and 4 on a fixed-fee (FF) basis. Our proposed fees and completion schedule are summarized below. Detailed fee breakdowns are attached for your review.

- Fixed Fee for Task 1 Preliminary Analysis, Design, and Development of Preferred Alternative: \$399,438
Proposed Schedule: May - July, 2023 (12 wks following NTP)
- Fixed Fee for Task 4 Preliminary Design/Local Review: \$355,305
Proposed Schedule: Aug - Nov, 2023 (16 wks following receipt of AKDOT Task 1 Review Comments)

Total Estimated Fee for Tasks 1 and 4: \$754,743

We look forward to working with the department on this project and thank you in advance for your efforts

to review the proposed scope, fees, and schedule. Please let us know if we have perceived your needs appropriately for this work or if you desire any changes to the proposed scope. Feel free to contact us at your convenience should you have any questions.

Sincerely,

PND Engineers, Inc. | Juneau, AK



Mark Sams, P.E., S.E.
Principal/Senior Engineer



Dick Somerville, P.E.
Vice President

	Senior Eng. VII	Senior Eng. VI	Senior Eng. V	Staff Eng. III	Staff Eng. II	Tech. V	Tech. VI	Tech VI				
Staff	DS/JD/RJ	MDS/TB/SS	MH	AL/PL	ME/JG	LS	PD	LG				
Base Salary	\$85.68	\$74.97	\$63.93	\$36.50	\$33.38	\$53.55	\$53.55	\$53.55				
IDCR	1.385	1.385	1.385	1.385	1.385	1.385	1.385	1.385				
Indirect Cost	\$118.63	\$103.80	\$88.52	\$50.54	\$46.22	\$74.15	\$74.15	\$74.15				
FAR Rate	\$204.31	\$178.77	\$152.45	\$87.04	\$79.60	\$127.70	\$127.70	\$127.70				
Profit	\$30.69	\$41.23	\$47.55	\$42.96	\$40.40	\$29.80	\$29.80	\$29.80				
Billing Rate	\$235.00	\$220.00	\$200.00	\$130.00	\$120.00	\$157.50	\$157.50	\$157.50				

No.	Task 1 Preliminary Analysis, Design and Development of Preferred Alternative									Subtotal PND Labor	Subs.	Expenses	Total
1	DOT&PF Coordination and Project Management	24	40	12	8	8	8	8	8	\$22,620			\$22,620
2	Project Initiation	4	8	8	4	4		2	2	\$5,930			\$5,930
3	Existing Conditions, Existing Document Research and Review	12	32	24	24	24	4	8	8	\$23,810			\$23,810
4	Kick-off Meeting/ Site Visit (1) Day	8	24		4	4	2			\$8,475			\$8,475
5	Scope and Design Criteria	8	24	8	2	2				\$9,260			\$9,260
6	Project Scheduling	4	16	4						\$5,260			\$5,260
7	Bi-Monthly Coordination Meetings, 12wks, Meeting Agendas and Minutes	12	36	4	4	4				\$12,540			\$12,540
8	Primary Stakeholder Meetings (3) total	12	24							\$8,100			\$8,100
9	(2) Concept Developments/Analysis												
9.1	Existing Property Boundary/ROW Review for Site Layout	1	8	4	4		1			\$3,472			\$3,472
9.2	Road Alignment	12	24			32		32		\$16,980			\$16,980
9.3	Parking and Utility Pad layout	12	24		24			32		\$16,260			\$16,260
9.4	Cascade Creek Bridge	4	20	10				16		\$9,860			\$9,860
9.5	Terminal Building	2	12	10					24	\$8,890			\$8,890
9.6	Marine Berth (Bridge, Abutment, Landing Float, Dolphin, Shore Protection And Goldbelt Improvement Coordination)	32	32	12		12		32	32	\$28,480			\$28,480
9.7	Wave Barrier	16	8	24					24	\$14,100			\$14,100
9.8	Utilities	4	24		12	12		12		\$11,110			\$11,110
10	Concept Evaluation and Assistance with Selection of Preferred Alternative	8	16	8	4	4		4	4	\$9,260			\$9,260
11	Electrical & Building Mechanical - <i>RESPEC</i>	1	6					2	2	\$2,185	\$27,465		\$29,650
12	Fuel Systems and Hydraulics - <i>K Corp</i>	1	6					2	2	\$2,185	\$26,850		\$29,035
13	Water and Wastewater Treatment - <i>GVJ</i>	1	4					2		\$1,430	\$27,760		\$29,190
14	Building Architectural - <i>JYW</i>	1	4	4					2	\$2,230	\$10,276		\$12,506
15	Environmental - <i>Solstice</i>	1	1							\$455	\$3,710		\$4,165
16	MetOcean - <i>Glosten</i>	1	1							\$455	\$37,512		\$37,967
17	Specifications (Not required this Task)												
18	Cost Estimate	8	24	8				4	4	\$10,020			\$10,020
19	Submittal Quality Control	12	16	8				4	4	\$9,200			\$9,200
20	Coordination w/ Subs	8	16	4	4			4	4	\$7,980			\$7,980
21	Preferred Alternative Review w/ DOT&PF and Response	8	12	8				8	8	\$8,640			\$8,640
	<i>Subtotal Hrs</i>	217	462	160	94	106	15	172	128				1354
	<i>Subtotal \$</i>	\$50,995	\$101,639	\$31,999	\$12,220	\$12,720	\$2,362	\$27,090	\$20,160	\$259,186	\$133,573	\$0	\$392,759
	<i>Total Staff Hours</i>	217	462	160	94	106	15	172	128				1354
	<i>Total Cost</i>	\$50,995	\$101,639	\$31,999	\$12,220	\$12,720	\$2,362	\$27,090	\$20,160	\$259,186	\$133,573	\$0	\$392,759
	<i>DCDL \$</i>	\$18,593	\$34,636	\$10,229	\$3,431	\$3,538	\$803	\$9,211	\$6,854	\$83,757			

PND Labor	\$259,186
Subconsultants	\$133,573
5% Sub Markup	\$6,679
Expenses	\$0
Total	\$399,438

	Senior Eng. VII	Senior Eng. VI	Senior Eng. V	Staff Eng. III	Staff Eng. II	Tech. VI	Tech. VI	Tech VI				
Staff	DS/JD	MDS/TB/SS/AJ	MH	AL/PL	ME/JG	LS	PD	LG				
Base Salary	\$85.68	\$74.97	\$63.93	\$36.50	\$33.38	\$53.55	\$53.55	\$53.55				
IDCR	1.385	1.385	1.385	1.385	1.385	1.385	1.385	1.385				
Indirect Cost	\$118.63	\$103.80	\$88.52	\$50.54	\$46.22	\$74.15	\$74.15	\$74.15				
FAR Rate	\$204.31	\$178.77	\$152.45	\$87.04	\$79.60	\$127.70	\$127.70	\$127.70	Subtotal			
Profit	\$30.69	\$41.23	\$47.55	\$42.96	\$40.40	\$29.80	\$29.80	\$29.80	\$0.00			
Billing Rate	\$235.00	\$220.00	\$200.00	\$130.00	\$120.00	\$157.50	\$157.50	\$157.50	Labor	Subs.	Expenses	Total

No.	Task 4 25% Design Development												
1	DOT&PF Coordination and Management	24	40	16	8	8	8	8	8	\$23,420		\$23,420	
2	Task 4 Kick-off Meeting	2	10	2	2			2	2	\$3,960		\$3,960	
3	Task Scheduling	4	12	2	2					\$4,240		\$4,240	
4	Final Scoping/ Design Criteria Review	4	8	24	2					\$7,760		\$7,760	
5	Bi Monthly Coordination Meetings, 16wks, Meeting Agendas and Minutes	16	48	4	4	4				\$16,120		\$16,120	
6	Existing Conditions Site Plan	2	8		4	4		4	4	\$4,490		\$4,490	
7	Demolition and Salvage Plan	2	8	4	8	8		8	8	\$7,550		\$7,550	
8	Overall Site Plan	4	16	4	8	8		8	8	\$9,780		\$9,780	
9	Marine Berth Layout and Site Plan	8	16	12	16			4	16	\$13,030		\$13,030	
10	Access Road Plan and Profile	10	32		20	8		16	4	\$16,100		\$16,100	
11	Breakwater Layout and Site Plan And Sections	24	12	12	16			4	16	\$15,910		\$15,910	
12	Terminal Building & Other Structures	4	20	24	20			4	16	\$15,890		\$15,890	
13	Terminal Parking Layout	8	24		8	24		24	4	\$15,490		\$15,490	
14	Cascade Creek Bridge Plan And Sections	4	16	8	16	4		8	8	\$11,140		\$11,140	
15	Utility Layout	4	24		32	12		40		\$18,120		\$18,120	
16	Electrical & Building Mechanical -RESPEC	2	4	2				2	2	\$2,380	\$21,425	\$23,805	
17	Fuel Systems and Hydraulics -K Corp	2	4					2	2	\$1,980	\$23,100	\$25,080	
18	Water and Wastewater Treatment -GVJ	2	4					2	2	\$1,980	\$25,440	\$27,420	
19	Building Architectural -JYW	2	4	2				2	2	\$2,380	\$11,876	\$14,256	
20	Environmental -Solstice												
21	MetOcean - Glosten	2	4							\$1,350	\$27,308	\$28,658	
22	Specifications Index	2	12	4			4			\$4,540		\$4,540	
23	Cost Estimate	8	16	24	8	8				\$12,200		\$12,200	
24	Submittal Quality Control	8	24	16	8		12	4	4	\$14,550		\$14,550	
25	Coordination w/ Subs	2	24				4			\$6,380		\$6,380	
26	25% Design Review w/ AKDOT and Response	4	12	8	4	4	8	8	8	\$9,960		\$9,960	
	<i>Subtotal Hrs</i>	<i>154</i>	<i>402</i>	<i>168</i>	<i>186</i>	<i>92</i>	<i>36</i>	<i>150</i>	<i>114</i>			<i>1302</i>	
	<i>Subtotal \$</i>	<i>\$36,190</i>	<i>\$88,439</i>	<i>\$33,599</i>	<i>\$24,180</i>	<i>\$11,040</i>	<i>\$5,670</i>	<i>\$23,625</i>	<i>\$17,955</i>	<i>\$240,699</i>	<i>\$109,149</i>	<i>\$0</i>	<i>\$349,848</i>
	Total Staff Hours	154	402	168	186	92	36	150	114				1302
	Total Cost	\$36,190	\$88,439	\$33,599	\$24,180	\$11,040	\$5,670	\$23,625	\$17,955	\$240,699	\$109,149	\$0	\$349,848
	DCDL \$	\$13,195	\$30,138	\$10,740	\$6,789	\$3,071	\$1,928	\$8,033	\$6,105	\$76,927			

PND Labor	\$240,699
Subconsultants	\$109,149
5% Sub Markup	\$5,457
Expenses	\$0
Total	\$355,305



April 7, 2023

Mark Sams, PE
PND Engineers, Inc.
9360 Glacier Highway, Suite 100
Juneau, Alaska 99801

RE: Cascade Point Ferry Terminal - Concept & Preliminary Engineering

Mark,

In accordance with your email sent to me on Monday and our subsequent discussion, I propose to assist you with electrical and mechanical engineering for Task Nos. 1 & 4 as described in your email message and the original RFP. With this new site and new facilities, we will include the mechanical and electrical systems as follows:

- Terminal Building: Plumbing, heating, ventilation, power distribution, lighting, data network, and communications including vessel radios.
- Ancillary Storage Buildings: Heating, ventilation, power, and lighting.
- Generator Building: Ventilation, heating, generator fuel & exhaust, generators, battery, power distribution, lighting, and controls.
- Fuel Storage: Power and controls.
- Water & Wastewater: Power and controls.
- Ferry Dock: Vessel shore power and transfer bridge power and controls.
- Site and Access Road: Area lighting and controls, and EV chargers (?).

Assumptions

- Tasks 1 and 4 are intended to be completed rapidly to allow for field work to be done prior to winter. Our fee proposal reflects that aspect of a short engineering effort.
- Mechanical plumbing systems effort is intended for the buildings only.; the project Civil Engineer will provide onsite water and sanitary sewer system concepts.
- Onsite Fuel Storage and Distribution Systems concept effort are not included and, covered by others.
- Ferry Transfer Bridge Hydraulic Systems concept effort is not included.
- Cost estimating effort is intended to be a Rough Order Magnitude type to be used for comparison of options and project budgeting.
- Life cycle costing and energy modeling of options are not included but can be added if desired.

Our deliverables for Task No. 1, will be a brief description of the systems selected for the preferred alternative and a preliminary cost estimate. Our deliverables for Task No. 4 will be a site plan with notes, a power distribution system line drawing, narratives, and an updated cost estimate.

9109 MENDENHALL MALL RD.
SUITE 4
JUNEAU, AK 99801
907.780.6060



We will invoice our services on a fixed fee basis. Our fees are summarized in the table below.

	Phase	Mechanical	Electrical	ODCs	Total
1	#400 - Concept Design (15%)	\$9,995.00	\$17,470.00	\$0.00	\$27,465.00
2	#405 - Schematic Design (25%)	\$9,065.00	\$12,360.00	\$0.00	\$21,425.00
	Subtotal	\$19,060.00	\$29,830.00	\$0.00	\$48,890.00
	Est Tax				\$0.00
	Total				\$48,890.00

We look forward to working with you on this project. It has the opportunity for challenging and creative design.

Sincerely,

Ben Haight, PE
Principal || Electrical Engineer



K CORP RELIANCE COMPANY

April 07, 2023
Cascade Point Ferry Terminal
Project # 1523028.002

Mark Sams, P.E.
Principal/Senior Engineer
P|N|D Engineers, Inc.
9360 Glacier Highway, Suite 100
Juneau, Alaska 99801
msams@pndengineers.com

Dear Mark,

K Corp Reliance Company, Inc. (KRC) is pleased to offer a proposal for engineering services to support the Cascade Point Ferry Terminal project in Juneau, Alaska. The scope and fee in this proposal are based on our understanding of the project and the discussions we have had to date. This proposal will include engineering support for the fuel system and hydraulic system coordinated tasks with PND for the conceptual and preliminary design (25%) milestones. The following paragraphs provide a task outline and a corresponding fee proposal for this scope of work.

Scope of Work: Cascade Point Ferry Terminal - Preliminary Design Alternatives.

Deliverables:

Task 1. Preliminary Analysis, Design and Development of Preferred Alternative

- Gathering existing information from DOT and PND.
- Investigation of existing site conditions based on the existing information. Review existing metocean studies for the site to help approximate the marine structures in Task 4 work prior to collection of new field data.
- A site visit with DOT (8hr) total for on-site time.
- There will be stakeholder meetings (3) total with DOT, Goldbelt and AMHS.
- Develop a preferred alternative from various (2-3) concepts and discussions with DOT and stakeholders.
 - Building Mechanical/Electrical/ Architectural systems
 - Marine Ferry Terminal with approach dock, dolphins, transfer bridge, support float
 - Ferry transfer bridge hydraulics systems
 - Fuel storage/distribution systems
 - Breakwater location and orientation
 - Road alignment and general parking layout
- A preliminary cost estimate will be developed for the preferred alternative.

Task 2. Preliminary Design/Local Review

- This task will include bringing the preferred alternative to a 25% design level. The design will be sufficient to outline field work to be conducted in further tasks and to develop permits for offshore geotechnical drilling.

Assumptions:

1. Design information and relevant data for the project will be provided by PND.
2. Work outside of the scope listed above will be provided on a time and expense basis per the attached hourly rate schedule.



**K CORP RELIANCE
COMPANY**

- 3. Engineering services during construction and permitting support is not included in this proposal past the IFC set, however, it is available upon request and would be billed on a Time and Expense basis.
- 4. One site visit is required or anticipated for this work. Any additional work or standby days required due to weather delays, or unforeseen circumstances will be billed on a Time & Expense basis.
- 5. Permitting is **excluded during this phase of the work.**

K Corp Reliance Company, Inc. proposes a lump sum fee for the tasks listed below:

Task 1 – Preliminary Design.....	\$26,850.00
Task 2 – 25% Design.....	\$23,100.00
Total Design Fee.....	<u>\$49,950.00</u>

Please review and advise if this proposal is acceptable by signing below and returning a copy to our offices as our notice to proceed. Attached are our Standard Terms and Conditions to provide guidelines for contractual issues in the absence of a formal contract for this project. We look forward to working with you.

Sincerely,

Randy Downing, P.E.
Engineering Manager

PND Representative Signature

PND Purchase Order #

K Corp Reliance Company, Inc. Representative Signature



K CORP RELIANCE COMPANY

K CORP RELIANCE COMPANY, INC. TERMS AND CONDITIONS

- Professional Responsibility.** K CORP RELIANCE COMPANY, INC. (K CORP RELIANCE COMPANY) will exercise the ordinarily employed applicable standard of care, applying skill and care normally exercised by similarly situated professionals in the performance of the services contemplated in K CORP RELIANCE COMPANY's proposal, in effect at the time, and the location at which, the services are performed.
- Fees and Expenses; Payment Terms; Interest on Late Payments.** Client shall pay all invoiced amounts due to K CORP RELIANCE COMPANY within 30 days from the date of K CORP RELIANCE COMPANY's invoice. In the event payments are not received by K CORP RELIANCE COMPANY within 30 days after becoming due, K CORP RELIANCE COMPANY may charge interest on any unpaid amounts at a rate of 1% /month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid; and/or (ii) suspend performance until payment has been made in full.
- Additional Services.** If Client changes the scope or performance of the services to be provided by K CORP RELIANCE COMPANY under K CORP RELIANCE COMPANY's proposal, Client agrees to pay K CORP RELIANCE COMPANY for all additional work performed by K CORP RELIANCE COMPANY at K CORP RELIANCE COMPANY's standard rates.
- Copyright.** All intellectual property rights, including all rights in and to all documents, work product(s) and other materials that are delivered to Client or prepared by or on behalf of K CORP RELIANCE COMPANY while performing services for Client, including but not limited to, plans, designs, sketches, drawings, models, graphic representations, photographs, reports, specifications, opinions, and AutoCAD or other similar files shall be owned by K CORP RELIANCE COMPANY. K CORP RELIANCE COMPANY is under no obligation to provide any AutoCAD files to Client. K CORP RELIANCE COMPANY shall not be liable to Client in any way for any claim arising out of or relating to Client's use of K CORP RELIANCE COMPANY's design for any purpose other than this specific proposal, and Client expressly releases and waives, and agrees to defend and indemnify K CORP RELIANCE COMPANY from any such claims, damages, and liabilities.
- Limitation of Liability.** ANY CLAIMS WHICH CLIENT HAS OR HEREAFTER MAY HAVE AGAINST K CORP RELIANCE COMPANY IN ANY WAY, IN TORT OR CONTRACT, ARISING OUT OF, OR RELATED TO K CORP RELIANCE COMPANY'S DUTIES AND RESPONSIBILITIES PURSUANT TO THIS AGREEMENT, SHALL BE LIMITED TO THE AMOUNT OF K CORP RELIANCE COMPANY'S FEE FOR THE SERVICES PROVIDED BY K CORP RELIANCE COMPANY TO CLIENT PURSUANT TO THIS AGREEMENT. K CORP RELIANCE COMPANY SHALL, IN ADDITION, NOT BE RESPONSIBLE TO CLIENT FOR: (I) ANY FAILURE BY CLIENT, OR ANY CONTRACTORS RETAINED BY CLIENT, TO PROPERLY PERFORM THE WORK REQUIRED ON THE PROJECT OR FOLLOW K CORP RELIANCE COMPANY'S DESIGNS, PLANS, DRAWINGS, OR SPECIFICATIONS; (II) ANY DESIGN OF, OR DEFECTS IN, EQUIPMENT SUPPLIED OR PROVIDED BY CLIENT FOR INCORPORATION INTO THE PROJECT; (III) ANY DECISIONS MADE BY CLIENT WHICH WERE MADE WITHOUT, OR CONTRARY TO, OR INCONSISTENT WITH, K CORP RELIANCE COMPANY'S ADVICE, INCLUDING BY NOT LIMITED TO, ANY DEVIATION FROM OR MODIFICATION OF K CORP RELIANCE COMPANY'S DESIGNS, PLANS, DRAWINGS, OR SPECIFICATIONS WITHOUT K CORP RELIANCE COMPANY'S WRITTEN APPROVAL; (IV) ANY CONSTRUCTION OR MANUFACTURE OF ANY STRUCTURE, MACHINE, OR OTHER ITEM BASED ON ANY DESIGNS, PLANS, DRAWINGS, OR SPECIFICATIONS PREPARED BY RELIANCE COMPANY FOR CLIENT THAT HAVE NOT BEEN STAMPED "ISSUED FOR CONSTRUCTION" BY K CORP RELIANCE COMPANY; (V) ANY INTERPRETATION BY AN AUTHORITY HAVING JURISDICTION WHICH DIFFERS FROM THAT OF K CORP RELIANCE COMPANY REGARDING STATUTES, REGULATIONS, LAWS AND BYLAWS; (VI) ANY CONSEQUENTIAL LOSSES, INJURIES, DELAYS OR DAMAGES SUFFERED BY CLIENT, INCLUDING BUT NOT LIMITED TO, LOSS OF USE OR EARNINGS, OR INTERRUPTION OF BUSINESS; (VII) ANY UNAUTHORIZED DISTRIBUTION OF CONFIDENTIAL DOCUMENTS OR REPORTS PREPARED BY, OR ON BEHALF OF, K CORP RELIANCE COMPANY FOR THE EXCLUSIVE USE OF CLIENT; (VIII) ANY DAMAGE TO OR DESTRUCTION OF ANY STRUCTURE DUE TO ANY THAWING OF THE PERMAFROST/SOIL AND/OR ANY OTHER CLIMATE



K CORP RELIANCE COMPANY

CHANGES; AND (IX) ANY CLAIM ARISING OUT OF, OR RELATED TO, ANY CAUSE OTHER THAN A BREACH OF THIS CONTRACT BY K CORP RELIANCE COMPANY.

6. **Force Majeure.** K CORP RELIANCE COMPANY shall not be liable or responsible to Client for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of K CORP RELIANCE COMPANY including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

7. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. K CORP RELIANCE COMPANY shall be entitled to rely on the accuracy and completeness of the information provided by Client for project purposes.

8. **No Third-party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these terms.

9. **Amendment and Modification.** This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.

10. **Governing Law.** The laws of the State of Alaska shall govern all matters arising out of or relating to this Agreement. Disputes shall be submitted to mediation, with the mediator's fees to be split evenly between the parties. Should the parties not successfully resolve the dispute in mediation, either party may submit such to litigation in a court of competent jurisdiction. The parties shall bear their own attorney's fees.



1200 E. 76th Avenue, Suite 1207
Anchorage, AK 99518
Phone: (907) 346-4123

April 7, 2023

Mark Sams, P.E.
PND Engineers, Inc.
9360 Glacier Highway Suite 100
Juneau, Alaska 99801

Dear Mark:

Subject: Cascade Point Ferry Terminal – Water and Wastewater Preliminary Analysis/Design
Proposal for Engineering Services

Background

PND Engineers, Inc. (PND) has been retained to provide preliminary analysis, design, and development of preferred alternatives, and subsequent preliminary design selected alternatives for the feasibility and design of a new ferry terminal near Juneau, Alaska located at Cascade Point near Berners Bay at Milepost 41 of the Glacier Highway. Support facilities planned for the ferry terminal include receipt of 1,500 gallons per day (gpd) of sewage from the vessel, and provision of 1,000 gpd of potable water to the vessel.

The DOT currently requests analyses for the following:

Potable Water

- Potable water service provided by an onsite potable water treatment system using a groundwater well or surface water-as source water
- Potable water service provided by truck hauled potable water delivered to one or more storage tanks at the project site
- Potable water distribution at the project site to meet demands for water from the vessel and from a Passenger/Terminal building with public restrooms and accommodations for two ticketing agents

Wastewater

- Onsite wastewater treatment (septic or mechanical package plant) with onsite effluent disposal either into or onto land, or a marine outfall
- Onsite sewage holding tank of approximately 15,000-gallons, where sewage would be periodically truck to Juneau

PND has requested support from GV Jones & Associates, Inc. (GVJ&A) for evaluating options to develop wastewater treatment facilities for this proposed development. This letter is our proposal to provide those services.

Proposed Scope of Services

We propose to provide the following scope of services.

Task 1: Preliminary Analysis, Design and Development of Preferred Alternative

We will gather existing information from DOT and PND to determine the quantity of potable water required for the terminal and the vessel, and to determine and/or confirm the volume of wastewater expected to be generated at the terminal and received from the vessel. We will review existing site information gathered from DOT and PND relative to site conditions that may affect the project's water and wastewater systems.

We will rely on PND's geotechnical engineer and/or site civil engineer to investigate and report on the feasibility of developing a suitable groundwater well, a water well under influence of surface water, or use of a surface water source such as Cascade Creek which may require an intake gallery, well point, or impound and pumping system to reliably access and convey the source water. For the alternative of receiving trucked potable from Juneau, we will rely on PND's geotechnical engineer and/or site civil engineer to determine a suitable location for the storage tank, and potable water truck connection and site access.

GVJ&A will develop wastewater treatment options but will rely on PND's geotechnical engineer and/or site civil engineer to investigate and report on the feasibility of locating an onsite wastewater treatment (septic or mechanical package plant) with onsite effluent disposal either into or onto land, or a marine outfall. For the alternative of an onsite sewage storage tank of approximately 15,000-gallons, we will rely on PND's geotechnical engineer and/or site civil engineer to determine a suitable location for the sewage storage tank, and sewage truck connection and site access.

As previously noted, we will use documents gathered from DOT and PND relative to water and wastewater systems to determine the volume of potable water required, and the volume of wastewater generated by both the terminal and the vessel. We will use values of vessel wastewater quality provided by DOT or others to estimate waste loadings in addition to that generated at the terminal to be treated by a wastewater treatment system. We will contact equipment vendors to secure recommendations and current budgetary pricing for wastewater treatment equipment sized with capacity to meet projected water demands and sewage generation rates.

For onsite potable water treatment options we will review two options; one for a groundwater source, and one for a surface water-related source. For potable water distribution and sewage collection, we will rely PND's site civil engineer to design the yard piping, but GVJ&A will aid in the design parameters relative to flow/capacity.

We will attend the 8-hour onsite visit with DOT. We plan to attend the three stakeholder meetings via video link with DOT, Goldbelt, and AMHS and allocate 3 hours and preparation time for each of those meetings.

We will develop a single preferred alternative from up to three concepts for both the water and wastewater systems. We will provide a summary of basic regulatory and operational requirements for the alternative water and wastewater utility service systems evaluated. The preferred alternative is anticipated to become apparent through input received from the DOT and stakeholders' meetings. A preliminary rough order of magnitude (ROM) cost estimate relative to the water and wastewater systems (equipment capital and operations costs) will be developed for the preferred alternative.

We will provide PND with a writeup of the work above so they may incorporate it into the PND's report for Task 1.

Task 4: Preliminary Design/Local Review

We will develop the preferred alternative for both the water and wastewater systems to the 25% level of design completion and identify recommended field work/onsite data collection necessary to support further design of the preferred water and wastewater systems for the site. The preliminary design for both the water and wastewater system will be depicted with schematic diagrams and/or equipment plans as suitable for the alternative. Equipment proposals and data sheets may be supplied with the preliminary design as suitable to the preferred alternative. No specifications are proposed to be submitted for this effort.

We anticipate DOT and stakeholder's review will provide direction for further design efforts to be scoped at a later date.

Cost Proposal

We propose to undertake the foregoing scope of work on a lump sum basis for \$53,200.

Closure

Thanks for inviting us to submit this proposal. If you have suggestions for edits or revisions, please let me know.

Sincerely,



Greg Jones, P.E., BCEE
President
GV Jones & Associates, Inc.

**Cascade Point Ferry Terminal – Water and Wastewater Preliminary Analysis/Design
 Cost Proposal for Engineering Services
 April 7, 2023**

Labor					
Description	Hours	Staff	Hourly Rate	Subtotal	Total
<i>Task 1: Preliminary Analysis, Design and Development of Preferred Alternative</i>					
Data Gathering	4	GVJ&A	\$160	\$640	
Review of Existing Information	8	GVJ&A	\$160	\$1,280	
Site Visit	8	GVJ&A	\$160	\$1,280	
Develop ww treatmt/storage/disposal options	30	GVJ&A	\$160	\$4,800	
Develop wtr supply/treatmt/storage options	30	GVJ&A	\$160	\$4,800	
DOT/Stakeholders Meetings by VideoConf	12	GVJ&A	\$160	\$1,920	
Develop ww system preferred alternative	20	GVJ&A	\$160	\$3,200	
Develop water system preferred alternative	20	GVJ&A	\$160	\$3,200	
Wastewater system Preliminary ROM costs	8	GVJ&A	\$160	\$1,280	
Potable Water system Preliminary ROM costs	8	GVJ&A	\$160	\$1,280	
Coordinate with other Design Disciplines	8	GVJ&A	\$160	\$1,280	
Writeup for PND's use	12	GVJ&A	\$160	\$1,920	
Subtotal					\$26,880
<i>Task 4: Preliminary Design/Local Review</i>					
Develop ww system to 25% design level	75	GVJ&A	\$160	\$11,920	
Develop water system to 25% design level	75	GVJ&A	\$160	\$11,920	
Receive Local Review, Responses	10	GVJ&A	\$160	\$1,600	
Subtotal					\$25,440
Expenses	1			\$880	
Subtotal					\$880
Total Labor and Expenses					\$53,200



Glosten

12 April 2023
File No. P0019.23 Rev(A)

Mark Sams
PND Engineers, Inc
9360 Glacier Highway, Suite 100
Juneau, AK 99801

Subject: Cascade Point Ferry Terminal Feasibility Study

References: 1. Sams, M., PND Engineers, email to Morgan, J., Glosten, "Cascade Point Ferry Terminal," 3 April 2023.

Dear Mark:

We appreciate the opportunity to learn about the Cascade Point ferry terminal feasibility study from your email (Reference 1). We are pleased to provide this proposal to support PND Engineers with this project.

SCOPE OF WORK

Glosten will provide operational perspectives on the proposed site, review terminal arrangement concepts, and conduct an engineering analysis for the prediction of pile loads for the engineering team. To gauge how well the proposed site would work as a ferry terminal, Glosten will review existing metocean studies for the proposed ferry terminal area, have one of our licensed mariners accompany the Department of Transportation on a visit to the site, and attend three stakeholder meetings in Juneau. For the terminal concepts, Glosten will give feedback on how each concept will work operationally and highlight any areas of concern. For the engineering analysis, Glosten will conduct hydrodynamic modeling of terminal floats and an Alaska-class ferry to predict terminal pile loads. Our estimate assumes a single terminal float will be analyzed.

REQUIRED INFORMATION

PND will provide the pile stiffnesses, float geometry, and float weight estimate including mass, center of gravity, and moments of inertia. PND will provide estimates of breakwater effectiveness.

DELIVERABLES

Our project deliverables will include a memo detailing our operational perspectives on the proposed site, written comments on up to three terminal arrangement concepts, and a short report summarizing the predicted pile load results.

COST AND TERMS

We estimate that the engineering effort for performing these tasks will cost USD\$64,820. We will bill you monthly on a time-and-materials basis. We have attached a detailed breakdown of the costs, along with our fee schedule and standard terms and conditions of service. This

proposal is valid for 90 days. We have included a \$2,400 travel allowance. Travel expenses will be billed at cost.

SCHEDULE

We are prepared to start within four weeks of execution of your contract or purchase order, or your signature below indicating your acceptance of the terms provided. We estimate that we can complete the Task 4 effort within four weeks of authorization to proceed and receipt of the necessary information. The duration of Task 1 will be dependent on the established meeting schedule.

I will be your main point of contact. Thank you for the opportunity to submit our proposal for this project. We look forward to building on our relationship with PND.

Sincerely,

Capt. Adam E. Beba
Naval Architect

AEB:mm

- Enclosures:
1. Project Cost Breakdown & Schedule
 2. 2023 Fee Schedule
 3. Standard Terms and Conditions of Service

PROPOSAL TITLE: Cascade Point Ferry Terminal Feasibility Study

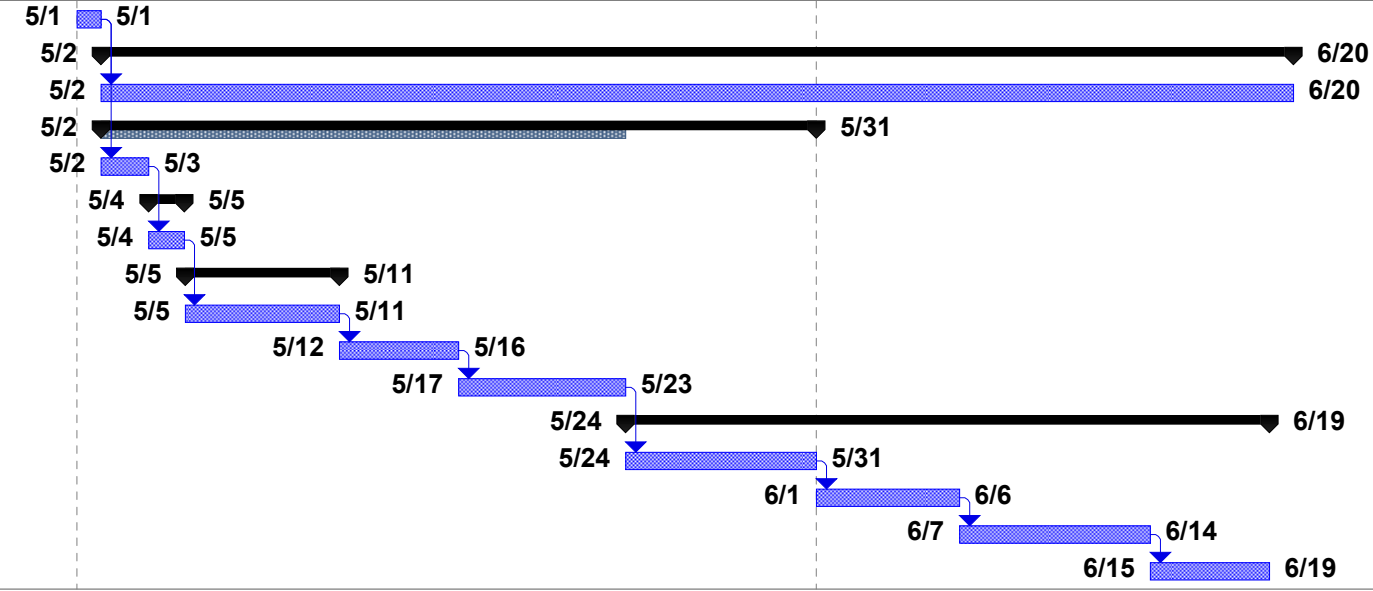
Glosten Proposal No. P0019.23 Rev(A)

ACCEPTED BY PND Engineers, Inc

Signature and Date

Printed Name and Title

ID	Task Name	Work	Cost	Expenses	Total	May 2023							June 2023			
						4/23	4/30	5/7	5/14	5/21	5/28	6/4	6/11	6/18		
1	NTP	0 hrs	\$0.00	\$0.00	\$0.00											
2	P0019.23 Cascade Point Ferry Terminal	296 hrs	\$62,420.00	\$2,400.00	\$64,820.00											
3	PM & QA	30 hrs	\$5,880.00	\$0.00	\$5,880.00											
4	Task_1	159 hrs	\$32,172.00	\$2,400.00	\$34,572.00											
5	Metoccean Review	24 hrs	\$5,152.00	\$0.00	\$5,152.00											
6	Site Visit	12 hrs	\$2,016.00	\$600.00	\$2,616.00											
7	1 Site Visit	12 hrs	\$2,016.00	\$600.00	\$2,616.00											
8	Stakeholder Meetings	36 hrs	\$6,048.00	\$1,800.00	\$7,848.00											
9	In-person Meetings (3)	36 hrs	\$6,048.00	\$1,800.00	\$7,848.00											
10	Op Perspectives Memo	27 hrs	\$4,956.00	\$0.00	\$4,956.00											
11	Terminal Concept Review	60 hrs	\$14,000.00	\$0.00	\$14,000.00											
12	Task_4	107 hrs	\$24,368.00	\$0.00	\$24,368.00											
13	Prelim Hydro Model	33 hrs	\$7,452.00	\$0.00	\$7,452.00											
14	Pile Load Calculations - Floating Dock	24 hrs	\$5,584.00	\$0.00	\$5,584.00											
15	Pile Load Calculations - Alaska Class Ferry	32 hrs	\$7,144.00	\$0.00	\$7,144.00											
16	Pile Loads Report	18 hrs	\$4,188.00	\$0.00	\$4,188.00											





Glosten

2023 FEE SCHEDULE

Professional Staff	<i>Grade</i>	<i>Hourly Rate</i>
Principal	E9	\$314
Principal / Senior Marine Consultant	E8	\$308
Senior Engineer / Marine Consultant	E7	\$270
Senior Engineer / Marine Consultant	E6	\$233
Project Engineer / Marine Consultant	E5	\$211
Project Engineer / Marine Consultant	E4	\$195
Engineer	E3	\$179
Engineer	E2	\$168
Staff Engineer	E1	\$157
Engineering Intern	E0	\$ 98

Technical and Support Staff	<i>Grade</i>	<i>Hourly Rate</i>
Senior Engineering Technician	T5	\$184
Engineering Technician / Designer	T4	\$162
Engineering Technician / Designer / Technical Aide	T3	\$146
Engineering Technician / Designer / Technical Aide	T2	\$130
Engineering Technician / Designer / Technical Aide	T1	\$110
Administration	T0	\$ 98

LEGAL CONSULTING SERVICES

A rate of \$475 per hour is charged for the lead consultant on any legal consulting project. Principals, Senior Engineers, and Marine Consultants Grade E6 and above, while working in support of the lead consultant, are charged out at \$400 per hour. All other associates are charged at established billing rates.

EMERGENT/OVERTIME WORK

A 20% premium may be assessed on labor for emergency work, typified by the need to reassign client priority or expend overtime to meet a client's emergent requirement. This premium will not be charged without prior discussion and approval of the client.

TERMS AND CONDITIONS OF SERVICE

1. PROFESSIONAL SERVICES – FIXED FEE. Where the scope of services, including reimbursable expenses, subcontracts, and outside services can be clearly defined, Glosten will customarily bill for services on a fixed fee basis. Invoices for fixed fee services will be issued monthly based on estimated percent of work scope complete unless other billing milestones and schedules are established.

2. PROFESSIONAL SERVICES – TIME & MATERIALS. When fixed fee services are not appropriate, Glosten will bill on a time & materials basis to a mutually agreed-upon budget. Invoices for time & materials services will be issued monthly for:

Hourly fees for services – at current published billing rates based on time, including travel time, expended on the project by professional, technical, and administrative personnel.

Expenses – billed at cost, including costs for travel as well as items such as non-routine communication, reproduction, and delivery charges.

Materials and equipment – billed at cost plus 10%

Subcontracts and outside services – billed at cost plus 10%.

Equipment and software usage fees – at current published rates.

3. INVOICING AND PAYMENT. Invoices will be submitted monthly for the prior month's services. Payment is due upon the invoice date and becomes delinquent thirty (30) days thereafter. A late charge will be added to delinquent amounts at the rate of 1½ percent for each thirty (30) days delinquency.

4. SCOPE OF PROFESSIONAL SERVICES. The entire basic scope of professional services to be provided by Glosten is described in the attached proposal. If mutually agreed to in writing by Client and Glosten, additional services may be added to the basic scope of service, understanding that payment and schedule will be adjusted accordingly.

5. PUBLIC LIABILITY & WORKERS' COMPENSATION. Glosten is protected by public liability insurance for bodily injury and property damage, and will furnish a certificate thereof upon request. Glosten is also protected by Washington State Industrial Insurance as required by state statute.

6. LIMITATIONS OF PROFESSIONAL LIABILITY. No warranty, express or implied, is made or intended by our proposal for consulting services, by our furnishing oral or written reports, or by our inspection of work. In recognition of the relative risks and benefits of the project to the Client and to Glosten, the Client agrees, to the fullest extent permitted by law, to limit the liability of Glosten and all Glosten subcontractors supporting the project for any and all claims, losses, damages, or incurred expenses from any cause, so that the total aggregate liability to Glosten and all subcontractors supporting the project is limited to \$50,000 or the total fee paid for the project, whichever is less. Such claims and losses include, but are not limited to negligence, professional errors or omissions, strict liability, and breach of contract.

7. OTHER PROVISIONS.

(i) One or more waivers by either or both parties of any provision, part of any provision, term, condition, or covenant of this agreement shall not be construed as a waiver by either party of any other provision, part of any other provision, term, condition, or covenant of this agreement.

(ii) Unless specifically stated in the attached proposal, Glosten and all Glosten subcontractors have no responsibility for discovery, presence, handling, removal, disposal, or exposure of personnel to hazardous or toxic materials in any form as part of the project scope.

(iii) Unless specifically stated in the attached proposal, it is understood that Glosten will not provide design and construction review services relating to safety precautions of any contractor or subcontractor on the project and further, it is understood that Glosten will not provide any supervisory services relating to the construction of the project. Any opinions from Glosten relating to any such review or supervisory services shall be considered only as general information and shall not be the basis for any claim against Glosten.

(iv) Any opinion of project cost offered by Glosten represents the judgment of a design professional and is supplied only for general guidance, but Glosten does not warrant the accuracy of its opinion as compared to actual contractor bids or actual cost.

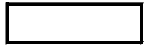
8. DELAYS. Glosten will prepare drawings and specifications in a timely manner, consistent with professional care and the orderly progress of work. It is understood that a time extension will be granted to Glosten for any and all delays beyond our control (including delays in work being done by subcontractors) and which could not reasonably have been foreseen at the time this agreement was executed.

9. TERMINATION. Either party may terminate this agreement with seven (7) days' written notice to the other in the event of a substantial failure of performance, including non-payment, by the other party through no fault of the terminating party. If this agreement is terminated, Glosten shall be paid for services performed up to the termination notice date, including reimbursable expenses and subcontract obligations.

10. OWNERSHIP OF DOCUMENTS. Drawings, specifications and other documents, including those in electronic form, prepared by Glosten and its subcontractors are instruments of service for use solely with respect to this project. Glosten is the owner of these instruments of service and retains all common law, statutory and other reserved rights, including copyrights. Glosten grants to Client a non-exclusive license to reproduce Glosten's instruments of service solely for purposes of constructing, and using and maintaining the project, provided the Client complies with all obligations, including payment of all sums when due, under this agreement. Any termination of this agreement prior to completion of the project shall terminate this license. Any subsequent use or changes to the instruments of service not made or specifically approved by Glosten shall be at Client's sole risk and without liability to Glosten or its subcontractors.

11. ELECTRONIC DOCUMENT TRANSMITTAL. Glosten accepts liability and responsibility only for instruments of service that can be verified as having been produced and released by Glosten or its subcontractors as indicated in hard copies by a hand-applied signature or in electronic copies by a verifiable digital signature. Drawings, specifications, and other documents supplied in electronic form as editable or native format files are provided solely for convenience of the Client as non-verifiable information and therefore will not be considered instruments of service. By accepting delivery of non-verifiable electronic files, the Client acknowledges that information in the electronic files may be incorrect and/or in conflict with the contracted instruments of service.

12. VENUE. This agreement shall be interpreted and enforced in accordance with the laws of the State of Washington. The venue of any action brought to interpret or enforce any of the terms of this agreement or otherwise adjudicate the rights or liabilities of the parties hereto shall be in King County, Washington.





THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Transportation and Public Facilities

OFFICE OF THE COMMISSIONER

PO Box 112500
Juneau, Alaska 99811-2500
Main: 907.465.3900
dot.alaska.gov

March 17, 2026

The Honorable Jesse Bjorkman
Chair, Senate Transportation Committee
Alaska State Capitol, Room 427
Juneau, AK, 99801

Dear Chair Bjorkman,

Thank you for the opportunity to follow up on questions raised during the February 12, 2026, Senate Transportation Committee hearing. The Alaska Department of Transportation and Public Facilities (DOT&PF) provides the following information responsive to committee inquiries.

Legal Status of Reappropriated and Subsequently Vetoed Funds (Sen. Bjorkman)

Senator Bjorkman requested clarification regarding the department's understanding of the legal status of funds that were reappropriated and subsequently vetoed, including whether those funds revert to their original source and what contingency planning is in place pending any judicial determination.

Article II, Section 15 of the Alaska Constitution provides that the Governor may, by veto, strike or reduce items in appropriation bills. The reappropriation language contained in the capital budget bill was lawfully vetoed under this constitutional authority.

Pavement Design – Cascade Point and Potential Mining Traffic (Sen. Bjorkman)

Senator Bjorkman asked whether the pavement design for the Besse to Echo segment of Glacier Highway would remain the same with the addition of ferry-related and potential Amalga Mine traffic.

The preliminary design for the Besse to Echo segment utilizes the same typical section as previously constructed segments north of Auke Bay. To date, no increase in pavement section thickness has been required because of projected Cascade Point Ferry Terminal or potential mining traffic.

Reported maximum truck traffic associated with the Amalga Mine has been estimated at approximately one truck every 30 minutes, or 48 trucks in a 24-hour period. For conservative analysis purposes, the Department evaluated pavement impacts, assuming 100 trucks per day.

"Keep Alaska Moving"

When combined with projected ferry terminal traffic of approximately 200 vehicles per day, the resulting total Average Daily Traffic (ADT) remains under 500 vehicles.

By comparison, segments of Glacier Highway south of this location experience ADTs of up to 2,000 vehicles. Based on these projections, the added traffic volumes do not necessitate increasing the typical pavement section beyond what has previously been constructed for Glacier Highway north of Auke Bay.

The proposed pavement section remains:

- 2 inches of hot mix asphalt
- 2 inches of asphalt-treated base course
- 4 inches of crushed asphalt base course

Given the relatively low projected traffic volumes, the Department does not anticipate requiring increased pavement thickness or associated additional cost due to the proposed ferry project or potential mining activity.

Evaluation of Ancillary Impacts – Cascade Point Project (Sen. Tobin)

Senator Tobin asked whether the Department is evaluating ancillary impacts associated with additional traffic and lane miles related to the Cascade Point project, including maintenance obligations, accident risk, pedestrian and bicycle interactions, and broader community impacts.

The Besse to Echo segment has been included in prior Statewide Transportation Improvement Programs (STIPs) and has been in development for several years. The scope of the roadway improvement has not changed because of projected Cascade Point traffic volumes.

The proposed typical section consists of two lanes with 6-foot shoulders, consistent with previously constructed segments. Current conditions provide minimal shoulder width, approximately one foot in many areas. Expanding shoulders to six feet significantly improves safety by providing additional recovery areas for motorists and reducing the likelihood of run-off-road incidents.

The widened shoulders will also enhance conditions for cyclists and recreational users by providing a dedicated area outside the travel lane. Based on projected traffic volumes, the Department anticipates that these roadway improvements will result in overall safety enhancements and improved user experience along the corridor.

Request for Proposals – Professional Engineering Services for Cascade Point Ferry Terminal (Sen. Tobin)

Senator Tobin requested a copy of the Request for Proposals (RFP) for professional engineering services related to feasibility and design of the Cascade Point Ferry Terminal and clarification of the scope of work included.

Enclosed are the Record of Negotiation and Selection (RONS), the Professional Services Agreement (PSA), and the Notice to Proceed (NTP).

The general scope of services includes feasibility analysis, preliminary and final design of Alaska Marine Highway System (AMHS) infrastructure at Cascade Point. Services encompass civil, structural, marine, geotechnical, electrical, mechanical, architectural, and environmental permitting support.

Specific elements include:

- Topographic and bathymetric surveys
- Geotechnical investigations
- Metocean analysis
- Marine and upland infrastructure design
- Coordination with permitting agencies, including the U.S. Army Corps of Engineers and National Marine Fisheries Service
- Support for anticipated consultations under the Endangered Species Act and Marine Mammal Protection Act

Initial authorization under Notice to Proceed No. 1 was limited to Task 1, which includes background and site research, site visits, planning meetings, concept development, and cost estimates.

Sincerely,

Signed by:


Katherine Keith, PMP, PMI-ACP

Deputy Commissioner

Enclosures: Record of Negotiation and Selection (Agreement No. 25233020)
Professional Services Agreement (Agreement No. 25233020)
Notice to Proceed No. 1 (Agreement No. 25233020)

cc: Andy Mills, Legislative Liaison, DOT&PF
Jordan Shilling, Legislative Director, Office of the Governor