

STATEMENT OF SERVICES

APPENDIX B

AKSAS Project No: NA (Term PSA)
Date Prepared: 03/09/2015
PSA No.: 025-5-1-xxx

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Term Agreement for Rural Surveying, Mapping, and Right of Way Services 2018 – Kivalina Evacuation & School Site Access Road

The State of Alaska Department of Transportation and Public Facilities (DEPARTMENT), Northern Region Design and Engineering Services, requires professional services for ROW mapping, parcel plats, legal descriptions, general ROW support, and appraisal services for the Kivalina Evacuation & School Site Access Road project. This project is added as a part of the Innovative Term Agreement for Rural Surveying, Mapping and Right of Way Services 2018

All project deliverables are to meet the general scope guidelines outlined in Sections B1, B2, and B3. Deviations from the guidelines are to be as requested and approved by the Department.

Project Location:

Project boundary is shown on Attachment 3. The road alignment is shown in the provide design drawing Kiv_C_Nov.dwg.

The Right of Way (ROW) width is 150 feet each side of the design centerline alignment. The ROW and Design centerline are coincident. The ROW limits do not overlap any adjacent U.S. Surveys. If it is determined the ROW limits do impact any U.S. Surveys other than Lot 1 U.S. Survey 3776 notify the Project Manager.

The Project alignment begins on Airport Property, Lot 1 U.S. Survey 3776.

The alignment crosses the Kivalina Lagoon (DNR Tidelands) and continues through Nana owned lands to project BOP.

The project runs through the following sections within Kateel River Meridian (K.R.M). U.S. Surveys within sections are listed in parentheses.

T. 27 N., R. 26 W.

Section 15

Section 10 (USS 6820)

Section 11 (Lot 2 USS 6821)

Section 2

Section 1 (USS 6849)

T. 28 N., R. 26 W.

Section 36 (USS 6843)

T. 28 N., R. 25 W.

Section 31 (USS 6843, USS 11312, Lot 4, 5 USS 6817, USS 6841)

Section 30

Section 19

Section 20

Task P1-1: General ROW Services

Review and verify initial deliverables from the Department, including but not limited to Monument survey, Title reports, and Record of Survey from McClintock Land Associates. Set up an initial project coordination meeting to discuss project scope and deliverables. Participate in subsequent ROW coordination meetings and provide general land status and title research if requested.

Deliverables/Schedule:

- Initiation meeting: Within 4 days of NTP
- Project coordination meetings: Up to 4 (1 hour meetings) via telecon.
- Review and verify title reports and Monument survey for discussion at the Initiation Meeting.
- If requested - Land status research within 1 week after request.

Task P1-2: ROW Mapping

Complete draft and final ROW Map, parcel plats, and legal descriptions. Prepare the ROW Map in the current versions of the NR Civil 3D template. The ROW Map will be reviewed using the Department's ROW Map checklist dated 5/7/2008.

Provide parcel plats and legal descriptions and mapcheck reports for parcels E1-16. The Parcel Plat checklist dated 3/19/18 will be followed and submitted with each parcel plat. Legal descriptions will follow the DEPARTMENT's guidelines for metes and bounds descriptions. Guidelines are available by request. Provide map check report to confirm parcel plat and legal description boundary and area.

Property monuments and survey control were completed by McClintock in 2015, and are contained in Prelim Kivalina 16-228 SCD LOCAL.dwg. Acquire and verify all necessary backup documentation from Do not rely on the property grid in the ROS SCD. Describe the property development process for section line and U.S. Survey lines in a report. The DEPARTMENT will provide title reports.

Deliverables/Schedule:

Draft ROW Map: 4 weeks after NTP

1. Develop section lines for parent parcel areas and U.S Survey boundaries.
2. Survey Memo. A Summary of Problems, a description of the property development procedure, computations, quality control checks and accuracy estimates.
3. Computations
4. Area summaries-map check areas
5. Electronic copies of all associated plats and research documents organized with folders and in a 3 ring binder.
6. Digital and paper copies of ROW map: Digital drawing deliverables will be published using the eTransmit command in AutoCAD Civil3D to package a set of files for Internet transmission. Drawing files in the transmittal package automatically include all related dependent files such as xrefs, plot style files, and font files needed for another user to property view the drawing. One half sized (11x17) ROW Map set in a hard copy and PDF format.
7. Deliverable media become the property of the DEPARTMENT.
8. Repeat submittal after DOT review and keep the updated ROW map available to the DEPARTMENT.

Final ROW Map: 2 weeks after receipt of Department review/comment

1. Final updated electronic copies of all associated plats and research documents organized with folders corresponding to what previously would be presented in a 3 ring binder.
2. Two signed ROW map mylar sets and one half size signed paper map. Recording of ROW Map is not anticipated to occur until project construction is complete.
3. Completed edited AutoCAD Civil 3D files (thumb drive or CD) become the property of the DEPARTMENT.
4. Half sized signed (11x17) ROW plan set, PDF (thumb drive or CD)
5. Digital and paper copies of ROW map, parcel plats, legal descriptions and mapcheck reports. Digital drawing deliverables will be published using the eTransmit command in AutoCAD Civil3D to package a set of files for Internet transmission. Drawing files in the transmittal package automatically include all related dependent files such as xrefs, plot style files, and font files needed for another user to property view the drawing.

Draft Parcel Plats and Legal Descriptions: 4 weeks after NTP

- AutoCAD Civil 3D file of parcel plat (thumb drive or CD) published using the eTransmit command in AutoCAD Civil3D to package a set of files for internet transmission. Drawing files in the transmittal package automatically include all related depended files such as xrefs, plot style files, and font files needed for another user to property view the drawing.
- A .pdf and one hard copy of each parcel plat.
- Legal description as a pdf, hard copy and word document.
- Mapcheck report for each parcel and legal description and 1 PDF (thumb drive or CD)

Final Parcel Plats and Legal Descriptions: 2 weeks after receipt of Department review/comment

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- Parcel Plats in a completed edited AutoCAD Civil 3D files (thumb drive or CD) and AutoCAD Civil 3D file of parcel plat (thumb drive or CD) published using the eTransmit command in AutoCAD Civil3D to package a set of files for internet transmission. Drawing files in the transmittal package automatically include all related depended files such as xrefs, plot style files, and font files needed for another user to property view the drawing and in a pdf and one hard copy format.
- Legal description as a pdf, hard copy and word document.
- Mapcheck report for each parcel and legal description in a word and pdf format.

Task P1-3: Appraisals

Complete all office and field services necessary to complete appraisals for project ROW needs. Coordinate appraisals with property owner(s) and the project team.

Deliverables/Schedule

Appraisals: within 2 weeks from Department request.

GENERAL SCOPE GUIDELINES

<u>SECTION</u>	<u>SUBJECT</u>
B1	ROW Mapping Services
B2	Appraisal Services
B3	Administrative Requirements

SECTION B1 ROW MAPPING SERVICES

B1.1 General. The CONTRACTOR shall perform the services necessary to establish the existing Right of Way and prepare ROW Lines for Design Surveys Land status Maps, Base Maps, Right of Way Maps, Parcel Plats, Airport Property Plans, Airport Land Occupancy Maps, and Right of Way Acquisition Plats in accordance with the DEPARTMENT Right of Way Manual and specific instructions from the DEPARTMENT.

B1.2 ROW Lines for Design Surveys. The CONTRACTOR shall submit an electronic drawing file which contains the existing ROW lines, existing ROW centerline, adjoining property lines and subdivisions. The CONTRACTOR shall include a narrative of the ROW that is being shown. Narrative shall include source documents and methods used to determine existing rights-of-way.

B1.3 ROW maps shall show the entire project limits and shall include a DEPARTMENT standard Right of Way title sheet (cover sheet), legend sheet, tract maps, plan sheets, monument summary sheets, and general notes sheet including a source document table using DEPARTMENT supplied AutoCAD NR Civil 3D template at the scale and layout specified by the Contract Manager. The plan sheets shall show and **annotate** the following information:

- A. Existing property boundaries, including all Public Land Survey System survey lines.
- B. All subdivisions, including name, plat number, lot and block, or aliquot part description, and easements as shown.
- C. The right of way is defined from centerline offsets.
- D. Existing rights-of-way with annotation.
- E. Recovered monuments which help in establishing existing property boundary locations and existing centerline alignments. Show monument coordinate position, offset from centerline and description.
- F. Basis of Bearing
- G. Survey control information and notes.
- H. Improvements including existing topographic data (curbs, fences, buildings).
- I. Property ownership and utility and access easements. Ownership and easement information is preliminary as full title reports come later during the acquisition phase.
- J. Refer to Section B3.5.4.1 Section F for required notes
- K. Other features required by the Right of Way Manual and /or the DEPARTMENT. The DEPARTMENT may combine Base Maps with Record of Survey or other mapping product. In this case the deliverables will include information from all checklists. Right of Way Engineering reserves the right to modify Base Map standards based on project requirement.

B1.3.1 When preparing ROW Maps, the CONTRACTOR shall (a) thoroughly document sources of existing rights-of-way (b) resolve problems with existing Right of Way and boundary locations and (c) analyze preliminary engineering information to determine where additional

survey ties are required. The CONTRACTOR shall provide a written summary of (any significant) Boundary Problems encountered in making specific boundary determinations, including rationale for the solution. The CONTRACTOR shall provide digital copies of all research with the preliminary ROW Map. The CONTRACTOR shall provide two signed mylars and one half size paper copy with the Final ROW Map.

B1.4 Right of Way Maps shall also show the entire project limits and shall include a DEPARTMENT standard Right of Way title sheet, legend sheet, tract maps, plan sheets, and monument summary sheets. The plan sheets shall show and annotate all the information required for the Base Maps plus the following information shall be shown and annotated:

- A. Proposed Right of Way.
- B. Proposed project centerline.
- C. Station and offsets to right of way limits.
- D. Easements.
- E. Parcels.
- F. Parcel Information Block.
- G. Proposed slope limits (no annotation).
- H. Revision block.
- I. Other features required by the Right of Way Manual and /or the DEPARTMENT.
- J. For Airport Property
 - 1. Plan view showing Tracts and Parcels.
 - 2. Runway Centerline end coordinates in the NAD83 CORS datum.
 - 3. All information listed in the NRDOT&PF checklists.

B1.5 When preparing Right of Way Maps, the CONTRACTOR shall:

- A. Resolve survey conflicts with existing right of way and boundary locations.
- B. Analyze preliminary engineering information to determine where additional survey ties are required.
- C. Examine Title Reports and adjust preliminary boundaries, add additional easements and update owner information as required.
- D. Compute the Take and Remain areas of each parcel based on right of way requirements supplied by the DEPARTMENT. Provide mapcheck report of boundaries and areas.
- E. Prepare Map per appropriate platting codes.
- F. Include Standard notes, for example:

1. THE BASIS OF COORDINATES IS THE NAD83(CORS96)(EPOCH:2003.0000)
OPUS AVERAGED POSITION OF SET PK NAIL "TP1".

NAD 83 LATITUDE AND LONGITUDE

LATITUDE 64°46'36.77535" N, LONGITUDE 147°21'55.25641" W

NAD 83 ALASKA STATE PLANE ZONE 8 (US SURVEY FEET)

N: 3940698.83 FEET, E: 1427367.85 FEET

PROJECT (GROUND) COORDINATES (US SURVEY FEET)

N: 3940698.83 FEET, E: 1427367.85 FEET

2. THE INVERSE OF THE COMBINED SCALE FACTOR OF 0.99992183665 WAS APPLIED TO THE STATE PLANE COORDINATES TO OBTAIN PROJECT (GROUND) COORDINATES USING LEICA GEO OFFICE VERSION 7.0. ALL COORDINATES WERE SCALED FROM 0,0, THEN TRANSLATED -93.8914 METERS NORTH AND -

34.0086 METERS EAST TO PLACE PROJECT COORDINATES OF POINT "TP1" BACK TO STATE PLANE ZONE 3 POSITIONS.

3. THE BASIS OF BEARING IS S 49°03'26" E BETWEEN RECOVERED BADGER ROAD CENTERLINE PRIMARY MONUMENTS IN CASINGS, POINTS CP1 AND CP2. THE BASIS OF BEARING FOR THIS PLAT WAS DETERMINED BY HIGH PRECISION GPS SURVEY TECHNIQUES USING LEICA 1200 RECEIVERS. A LOCAL GRID WAS ESTABLISHED AND ORIENTED TO STATE PLANE GRID NORTH AND SCALED TO GROUND FOR ALL POINTS. SEE NOTES 1 AND 2.

4. THE BASIS OF COORDINATES AND BEARING WERE DERIVED FROM A STATIC GPS SURVEY CONDUCTED BY THE STATE OF ALASKA LOCATION SECTION IN JUNE OF 2008.

5. THE HORIZONTAL CLOSURE FOR THIS SURVEY MEETS OR EXCEEDS 1 PART IN 10,000. THE LARGEST NETWORK HORIZONTAL SEMI-MAJOR ERROR ELLIPSE OF 0.021 METERS AT THE 95% CONFIDENCE LEVEL WAS OBSERVED FOR THE STATIC GPS, AND THE MINIMUM LOOP MISCLOSURE MEETS OR EXCEEDS 1 PART IN 637,051.

6. COORDINATES, STATIONS, AND OFFSETS LISTED IN THE RECOVERED MONUMENT TABLES REFER TO THE POSITION OF THE PHYSICAL EVIDENCE. DIMENSIONS, STATIONS AND OFFSETS AS SHOWN ON THE PLAN SHEETS REFLECT ADJUSTED POSITIONS. ADJUSTED POSITIONS ARE BASED ON AN EVALUATION OF THE CONTROLLING EVIDENCE AND SENIOR RIGHTS AND MAY VARY FROM THE POSITION OF THE PHYSICAL EVIDENCE.

7. THE NATURAL MEANDERS OF THE ORDINARY HIGH WATER LINE OF THE CHENA SLOUGH FORM THE TRUE PROPERTY BOUNDARY. THE APPROXIMATE LINES OF ORDINARY HIGH WATER AS SHOWN ARE FOR THE AREA COMPUTATIONS ONLY AND ARE BASED ON THE REPLAT OF LOTS 1 AND 2 BLOCK 1 WOODLAND SUBDIVISION, PLAT 97-46, AND A REPLAT OF LOT 1 ORLINA SUBDIVISION 2ND ADDITION, PLAT 2009-19, FAIRBANKS RECORDING DISTRICT.

8. ALL DISTANCES SHOWN ARE GROUND DISTANCES, IN US SURVEY FEET.

9. VERIFY HORIZONTAL CONTROL PRIOR TO USE.

B1.6 Parcel Plats. The CONTRACTOR shall prepare plats for all parcels to be acquired for this project when directed by the DEPARTMENT. Note: full takes do not need a parcel plats. Parcel plats shall contain the information required by the DEPARTMENT Right of Way Manual. Parcels, TCE and TCP areas should not overlap. Mapcheck reports are required for the parent parcel and for all parcel plats. Parcels must have a unique number for each legally defined property, not based solely on ownership. All details on the ROW map must be shown on the parcel plat. Parcel plats must show the topographic information to illustrate the reason for acquisition and the improvements that could affect value, including but not limited to slope limits, existing utility easements, utilities, buildings, property lines. Parcel Plats consist of multiple sheets. First, a vicinity map sheet illustrating the location of the acquisition parcel relative to the project or other parcels. Second, a sheet to show the entire parcel. One of these two sheets shall show the parent parcel and found monuments that define the acquisition parcel. Third, one or more detail sheets showing the acquisition parcel. The Parcel Plat checklist dated 3/19/18 will be followed and submitted with each parcel plat.

Parcel Plats shall use the DEPARTMENT's standard 8-1/2 by 11 inch format and be submitted as a PDF and in a Civil 3D file . Plats shall be at a scale suitable for legibility and clarity of detail using DEPARTMENT supplied Civil3D format and shall contain information as required by the The Right of Way Manual and the parcel plat checklist. Title block and border drawing file will be supplied by the DEPARTMENT. Final digital deliverables will be published using the eTransmit command in AutoCAD Civil3D to package a set of files for internet transmission. Drawing files in the transmittal package automatically include all related depended files such as xrefs, plot style files, and font files needed for another user to property view the drawing.

B1.7 Legal Descriptions. The CONTRACTOR shall prepare metes & bounds legal descriptions for all parcels to be acquired for this project according to the DEPARTMENT Northern Region ROW Engineering Property Description Format. Mapcheck reports are required for the each legal description. The top of the first page will be labeled with the following information as an example:

Date, initials of preparer	<i>05/08/2012--SMB</i>
Project Name	<i>COLLEGE ROAD RIGHT TURN LANES</i>
Project No.	<i>HHE-HRO-640(10)/77227</i>
Parcel No. – Owner	<i>TCE 2 –FARTHEST NORTH GIRL SCOUT COUNCIL</i>

Legal descriptions will be prepared when requested by the DEPARTMENT.

B1.8 Title Reports. When Title Reports are not provided by the DEPARTMENT the CONTRACTOR shall provide the original and one digital copy of Title Reports and all supporting documents for all parcels to be acquired in fee or easement for the project, as well as parcels involved with Temporary Construction Easements. Parcels involving Temporary Construction Permits will require researching of ownership and leases only.

B1.8.1 Upon written request and being supplied with the necessary information and identification of the area to be searched, the Title Company shall cause to be prepared Limited Liability Reports/Preliminary Title Commitments in the usual form in accordance with recognized ALTA best practices and applicable state and federal regulations. Each report shall include but not necessarily be limited to the following information:

- A. The Title Company shall prepare and issue one standard Limited Liability Report/Preliminary Title Commitment covering a subject parcel area, as determined by the DEPARTMENT, and deliver the report in the form used for ADOT/PF reports.
- B. The selected parcel area reports shall include any tract or contiguous tracts of land under the same ownership. The DEPARTMENT requests liens, easements and encumbrances and a chain of title be included. We do not require any liens or encumbrances that have been re-conveyed to be shown on the reports or do we require copies of the re-conveyed documents. Each report shall include, but not be limited to the following:
 - 1. The condition of title as the date of the report including all liens, any subsurface rights, leasehold interests, corporation interest, encumbrances, defects, or other exceptions which would be excluded from the protection of the policy of title insurance unless removed prior to the issuance thereof.
 - 2. Legal description of the parcel.
 - 3. Owner of record and mailing address
 - 4. A tabulation of transfers of the fee estate for each parcel from the date of patent to the date of the report. Conveyance tabulations shall include:
 - i. Owner's name, and address if available
 - ii. Type of instrument.
 - iii. Date of instrument.

- iv. Date, Book, Page and Instrument Number of recordation.
- v. Name of Grantor.
- vi. Name of Grantee.
- vii. Stated consideration, if any.
- viii. Specific property affected (pertains if subject parcel has multiple lots)

C. The Limited Liability Reports shall be designated by the DEPARTMENT's parcel number, project name and project number. Each report shall include copies of the following delivered as one (1) paper report and one (1) single digital PDF format:

1. Readable, full and complete copies of all instruments and conveyance documents listed in the tabulation of transfers.
2. All patents, recorded or unrecorded, Alaska Tideland Surveys, subdivision plats, mineral surveys, private surveys, records of surveys, right of way maps and any other plats which pertain to designated subject area.
3. Readable, full and complete copies of all instruments listed as an
4. Exception in the Limited Liability Report

Each digital PDF report is required to be transmitted as one (1) document with scanned items of content as listed above.

B1.8.2 Copies. The CONTRACTOR shall provide a hard copy of all draft and final maps and parcel plats (with the script files used to generate the hard copy documents) and a copy on applicable storage medium or with project coordinate file with descriptors and a drawing file in the DEPARTMENT's current AutoCAD version.

B1.8.3 Platting. The CONTRACTOR shall submit drafts of the Right of Way Maps, if necessary, with the local platting authority. The CONTRACTOR shall represent the DEPARTMENT for platting approval and shall address comments to the satisfaction of the platting authority.

B1.8.4 Reviews and Schedule. The CONTRACTOR shall submit drafts of the Base Maps, Right of Way Maps, Parcel Plats, and Legal Descriptions for the DEPARTMENT's review, in accordance with the contract schedule. The Summary of Boundary Problems shall be submitted with the drafts of Base Maps. The CONTRACTOR shall address comments to the satisfaction of the DEPARTMENT prior to submitting final documents. Final Right of Way Maps shall be submitted after all parcels have been acquired.

B1.8.7 Deliverable Items. The CONTRACTOR shall submit draft and final Base Maps, Right of Way Maps and Parcel Plats in PDF and DWG format for DEPARTMENT review. Electronic copies of all research and the Summary of Boundary Problems shall be submitted with the draft Base Map. If requested by the DEPARTMENT, the CONTRACTOR shall provide two (2) full sized mylars with original signature for recording along with the final Base Map submittal. Prior to Right of Way Certification, the CONTRACTOR shall submit two final Right of Way Maps on 11x17 paper with original signatures and two (2) full size mylar with original signature.

SECTION B2
APPRAISAL SERVICES

B2.1 Appraisal Scope of Work.

The CONTRACTOR shall provide professional appraisal services in accordance with recognized appraisal principles applicable to state and federal regulations. The CONTRACTOR shall prepare Appraisal Reports and/or Waiver Valuations for the parcels listed in each contract amendment request. Appraisal Reports and/or Waiver Valuations shall conform to the requirements of the Appraisal Guidelines in the Right of Way Manual. The CONTRACTOR shall personally inspect the property, including the interior and exterior of any and all affected improvements, on the date of appraisal (with the exception of condemnation appraisals, in which case the appraiser must fully disclose the extent of any inspection(s) performed).

B2.2 Report(s) Format. All parcels shall be appraised using the Appraisal Report and/or Waiver Valuation format required by the DEPARTMENT's most current Appraisal Guidelines, and as identified in each contract amendment request. If the Appraiser determines the larger parcel contains a combination of parcels, a single Appraisal Report or Waiver Valuation will be required for that group of parcels. However, the Appraiser's fixed fee bid amount is to be per parcel.

B2.3 Condemnation and AGO Support. The Appraiser may be further retained at a previously agreed hourly rate for provision of additional appraisal consulting services and expert witness testimony as may be needed by the Attorney General's Office for master hearings and/or court proceedings involving one or more of the appraised acquisition parcels.

B2.4 Review and Report Corrections. All Appraisal Reports and/or Waiver Valuations produced by the CONTRACTOR are subject to review for contract compliance and general content. Appraisal Reports are subject to a formal appraisal review by a DEPARTMENT staff Review Appraiser. Waiver Valuations will be reviewed by the DEPARTMENT's Regional Chief of Right of Way. The CONTRACTOR shall make all corrections to the Appraisal Report(s) and/or Waiver Valuation(s) required by the Contracting Agency during the contract period. Corrections or deficiencies resulting from the CONTRACTOR's errors or omissions that are required to bring the reports into compliance with the Appraisal Guidelines shall be provided to the Contracting Agency at no additional cost to the Contracting Agency within ten (10) days following the CONTRACTOR's receipt of the request. Corrections or revisions shall be performed in accordance with Appraisal Guidelines in the Right of Way Manual.

B2.5 Number of Reports and Processing. The CONTRACTOR shall email an electronic version (.pdf) of the original signed Appraisal Report (and the Project/Market Data Book if separate) for each parcel listed in the contract amendment request to the assigned Review Appraiser at AKDOT&PF's Appraisal Review Section in Juneau; and shall email the same to the Appraisal Project Agent. The CONTRACTOR shall email each original signed Waiver Valuation only to the Appraisal Project Agent for review.

B2.6 Transmittal Identification. The transmittal letter shall be marked to identify the Project, the Appraisal Project Agent, and the Appraiser.

B2.7 Report(s) Due Date. Appraisal Reports and Waiver Valuations shall be delivered for review according to the schedule detailed in each contract amendment request, unless the CONTRACTOR receives written approval from the Appraisal Project Agent extending the due date(s).

B2.8 Approved Reports. Upon completion of the Appraisal Review process, the CONTRACTOR shall provide three (3) "clean copies" of each approved Appraisal Report and/or Waiver Valuation, and the Project/Market Data Book if separate, to the Appraisal Project Agent, in addition to an electronic version (.pdf) of each. One (1) additional copy of each approved Appraisal Report will be provided for cases in condemnation.

B2.9 Multi-Parcel Assignments. Appraisal Reports and/or Waiver Valuations for multi-parcel assignments shall be assembled in parcel number order with each report page numbered consecutively.

B2.10 Proofreading. The Appraisal Report(s) and/or Waiver Valuation(s) prepared by the CONTRACTOR shall be, to the greatest extent possible, free of mathematical, grammar, spelling and typographical errors. The CONTRACTOR is responsible for professional proofreading of the report(s) to meet the intent of this requirement.

B2.11 Site History. The CONTRACTOR is to assume all parcels are free of hazardous material and contamination at this time. A physical and site history for previous hazardous and toxic waste contamination shall be prepared by a DEPARTMENT Consultant. If hazardous and toxic waste contamination is discovered, the DEPARTMENT Consultant will prepare a remediation assessment and cost estimate. The appraisal price proposal(s) for the affected parcel(s) will be renegotiated if additional services are required of the CONTRACTOR to incorporate the results into the appraisal.

B2.12 Appraiser Certification. By signing this Agreement, the CONTRACTOR certifies that: (1) the CONTRACTOR has the qualifications, training and experience to prepare and furnish the Contracting Agency the appraisal services required by this Agreement, (2) the CONTRACTOR is currently Certified under Alaska law as a Real Estate Appraiser, (3) the CONTRACTOR's estimate(s) of value will take into consideration all applicable federal, state and local regulations, codes, and laws, and (4) all work product shall be prepared in strict accordance with the requirements under this Agreement and the DEPARTMENT's Appraisal Guidelines.

B2.13 CONTRACTOR Responsibility. The CONTRACTOR assumes personal responsibility for the completeness, accuracy and applicability of appraisal information, sales, and other data presented in the Appraisal Report(s) and/or Waiver Valuation(s). The Appraiser should inspect as many comparable sales as are possible and economically reasonable. Any comparable sale(s) not inspected should be verified with as many parties as possible that are familiar with the sale(s).

B2.14 Discrepancy in Plans. The CONTRACTOR is to inform the Appraisal Project Agent in writing if inspection of the property reveals any improvements not plotted on the right of way plans.

B2.15 Condemnation Report(s). Except for updated appraisal reports prepared for condemnation proceedings at the request of the Contracting Agency, the date of valuation as specified in the "Certificate of Appraiser" shall be the date of last inspection, and shall not be more than thirty (30) days prior to the date of signature on the Certificate. Updated appraisals for condemnation proceedings shall be prepared as of the date of taking as determined by statute or decision of the court.

B2.16 Appraiser's Signature Date. The date of Appraiser's signature on the Appraisal Report(s) and/or Waiver Valuation(s) shall be less than thirty (30) days prior to the date of receipt of the report(s) by the Contracting Agency.

B2.17 Inventory of Real vs. Personal Property. In accordance with 49 CFR 24.103(a)(2)(i), for any parcel(s) involving the acquisition of improvements, the Appraiser shall meet on site with the property owner, the CONTRACTOR's Project Staff, and the Acquisition/Relocation Project Agent and/or the Appraisal Project Agent to develop a comprehensive, itemized listing of what constitutes real property (which will be appraised and acquired) and what is personal property (which will not be appraised or acquired), and will incorporate this inventory into the Appraisal Report(s). These meetings should coincide with the Appraiser's normal inspection of the property (in the company of the property owner or his/her designated representative) for appraisal purposes.

SECTION B3
ADMINISTRATIVE REQUIREMENTS

B3.1 General. Execution of this Agreement does not guarantee any project assignments.

The CONTRACTOR shall provide services as identified and authorized by sequentially numbered Notices to Proceed (NTP) which shall be negotiated for each project assigned under this Agreement.

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

B3.2 Project Schedule. A schedule of services shall be part of each project assignment negotiated under this term agreement. If the CONTRACTOR becomes aware of any reason why the project schedule may be delayed, such reason shall be identified in writing to the Project Manager within two working days of discovery.

B3.3 Project Staff. All services must be performed by or under the direct supervision of the following individuals. Only prior written approval from the DEPARTMENT shall accomplish replacement of, or addition to, the Project Staff named below:

<u>Name</u>	<u>Company</u>	<u>Project Role</u>
Lendle C.Story, PLS	R&M Consultants, Inc.	Contract Management
Bill Preston, PLS, GISP	R&M Consultants, Inc.	Project Management
Hank Brinker, PLS,	R&M Consultants, Inc.	Land Surveying
Dave Hale, PLS,	R&M Consultants, Inc.	Land Surveying
Chad Weiler, PLS,	R&M Consultants, Inc.	Land Surveying
Brian Meyers, PLS,	R&M Consultants, Inc.	Land Surveying
Jim Robar, PLS,	R&M Consultants, Inc.	Land Surveying
Jake Austin, PLS,	R&M Consultants, Inc.	Land Surveying
Karen Tilton, PLS, CFedS	R&M Consultants, Inc.	Land Surveying
John Bennett, PLS, SR/WA	R&M Consultants, Inc.	Land Surveying
Kevin Quinn, CP	Kodiak Mapping, Inc.	Photogrammetry
Steve Carlson, MIA	Black-Smith Bethard & Carlson LLC	Appraisals
Gregory Gibson, PLS, CH	e-Trac, Inc.	Bathmetric Surveying
Karl Woods, PLS	Terrasond Ltd.	Bathmetric Surveying
Kimra Widmer, PLS	Terrasond Ltd.	Bathmetric Surveying
Fred Mortimer, AICP, SR/WA	Electric Power Systems, Inc.	Senior Acquisition Agent
Kathryn Schreckenghost, SR/WA	Electric Power Systems, Inc.	Junior Acquisition Agent
Steve Evans, SR/WA, RW-RAC	Electric Power Systems, Inc.	Senior Relocation Agent
Norm Bailey	Electric Power Systems, Inc.	Junior Relocation Agent

B4.4 Professional Registration. Where applicable, all reports, plans, specification, estimates and similar work products provided by the CONTRACTOR shall be prepared by, or under, the supervision of the Registered Land Surveyor in responsible charge for the services. These Surveyors shall be currently registered in the State of Alaska and they shall sign and seal each final work product for what they are responsible.

B4.5 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.

B4.6 Correspondence. All correspondence prepared by the CONTRACTOR shall bear the DEPARTMENT's assigned Project name and numbers (State & Federal).

B4.7 Contractor Name on Plan Sheets and Documents. No Contractor logos shall be allowed on any electronic or hard copy document produced for the DEPARTMENT. The CONTRACTOR company name shall be included in the box above or below the engineer's seal on each sheet. Documents produced for the DEPARTMENT shall include the CONTRACTOR's company name at the bottom right of the first page, cover sheet, or title sheet only. CONTRACTOR letterhead shall be allowed only as exhibits in document appendices. The CONTRACTOR name shall be in the following format:

PLANS DEVELOPED BY:
COMPANY NAME

B4.8 Documents and Reports shall be printed with solid black letters that are double spaced on white, 8.5 inch x 11-inch bond or "Xerox Copy" paper. Other size paper may be used for illustrations if they are folded to 8.5 inch x 11-inch size. Original documents and reports shall be printed on one side of the paper only and shall be ready for copying. Documents and reports shall have no black and white photographs, color photographs, or multicolored graphics except as specifically approved by the DEPARTMENT. Original, camera ready, copies of final documents and reports shall be submitted to the DEPARTMENT for a check before printing.

B4.8.1 Copies. When the Contract calls for multiple copies of documents or reports, the copies shall be printed on both sides of the paper. However, the cover and pages with approved illustrations, multicolored graphics, or photographs shall be printed on one side of the page only. All copies - except for originals - shall be bound.

B4.8.2 Page Numbers. All documents shall be page numbered to allow every major Section, Chapter, Appendix, etc., to begin on a "right hand," odd numbered page.

B4.8.3 Covers. The cover of all documents and reports shall include the following information:

- A. Name of document or report.
- B. Date.
- C. Indicate whether draft or final.
- D. Project Name.
- E. State and Federal Project Number(s).
- F. Prepared for: Alaska Department of Transportation and Public Facilities.
- G. Prepared by:
- H. Map and/or picture of project area.

B4.9 Revisions. The CONTRACTOR shall modify work products in response to direction from the DEPARTMENT. Corrections, adjustments, or modifications necessitated by the review/approval process, but which do not substantially affect the scope, complexity, or character of the services, shall be considered a normal part of the CONTRACTOR's services.

B4.9.1 Errors and Omissions. Except as described in this Statement of Services, work products shall be essentially complete when submitted to the DEPARTMENT. Work products having significant errors or omissions will not be accepted until such problems are corrected.

B4.9.2 Review Meetings. Following each review the DEPARTMENT will provide written comments and may hold a meeting to discuss the issues. The CONTRACTOR's personnel who are in responsible charge for the work products under review shall attend the meeting and they may be asked to interpret and provide explanations of the content.

B4.9.3 Comment Resolution. The CONTRACTOR shall provide a written response with subsequent submittals that address all written and oral comments from the DEPARTMENT. All changes from previous submittals shall be clearly explained.

B4.9.4 Reproduction and Distribution. When the contract requires only the original or only one copy of a work product to be delivered, the DEPARTMENT will reproduce and distribute all other copies required. Items delivered for reproduction shall be organized and camera ready for copying and not stapled or otherwise bound.

ACCESS TO RESTRICTED NATIVE ALLOTMENTS, RESTRICTED NATIVE TOWNSITE LOTS OR OTHER NATIVE ORGANIZATION LANDS

As of January 3, 2013 access to a Restricted Native Allotment or Townsite lot for purposes including surveying and other design related short term limited activities requires permission to enter by the property owner 25CFR§162.007 (Permits). All permits should be filed by the DEPARTMENT with the BIA or appropriate BIA Service Provider. Activities determined to require long term occupation or significant ground disturbing activities on Restricted Native Allotments or Townsites will require a lease to be approved by the BIA. Please see 25CFR§162.005-.007 for guidelines regarding permits vs. leases. Access to Regional Native Corporation, Village Corporation, Village or Tribal managed lands requires written permissions from the appropriate organizations Land Manager. This is separate from any federally restricted trust land or other BIA managed lands. The Consultant will be solely responsible for any and all penalties or fees resulting from the unpermitted entry by the Consultant or his representative onto these lands. The Issuance of a Professional Services Agreement, Contract Award, or Notice to Proceed does not exempt the Consultant from this requirement. Permits and Leases shall be acquired by the DEPARTMENT; the Consultant shall be required to provide a workplan for proposed activities on the Native lands and comply with all stipulations. The Consultant may be requested to complete all forms and coordination with Restricted Native Allotment owners, the BIA (or their designated Service Provider) or the Native organization to secure Permits or Leases, if requested and an amendment shall be negotiated. Consultant secured Permits and Leases will be subject to DOT Right of Way concurrence prior to commencement of work.

ADMINISTRATIVE REQUIREMENTS

Project Staff. All services must be performed by or under the direct supervision of the following individuals. Only prior written approval from the DEPARTMENT shall accomplish replacement of, or addition to, the Project Staff named below:

<u>Name</u>	<u>Project Responsibilities</u>
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(list here key individual and their project assignments)

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., ADDRESS, PHONE NUMBER

Standards, Guidelines, References, and Software. *As applicable*, 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 course of 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 Device, Guide for Flexible Pavement Design and

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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 2016
- Microsoft Office Suite: Word, Excel, PowerPoint, Project
- BidTab IV
- Synchro 7
- HCS
- HY-8
- HEC-RAS

The most current version of AutoCAD and AutoCAD Civil 3D (C3D) adopted by the DEPARTMENT shall be used for all linework and modeling. The Consultant will 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 in a way that all dependencies among files are maintained.

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

Submittal Requirements. Deliverables shall be compatible with DEPARTMENT standard software, and submitted in their original electronic format as well as PDF. Hard copies shall be submitted for everything requiring an original seal, and as required by the project managers of the specific projects.

Specific deliverables will be identified for each project added to the agreement.