

REQUEST FOR QUALIFICATIONS (RFQ)
issued by
THE CITY AND BOROUGH OF SITKA (CBS), ALASKA
for
EVALUATION, PLANNING and AMINISTRATIVE SERVICES
for
SAFE STREETS AND ROADS FOR ALL (SS4A) COMPREHENSIVE SAFETY ACTION
PLAN
June 2026

A. Overview

The City and Borough of Sitka (CBS) has received an executed grant agreement from the Federal Highway Administration (FHWA) to develop a Comprehensive Safety Action Plan (Action Plan) and is seeking qualified consultants to evaluate, develop, draft and complete a plan which meets the SS4A grant requirements. The CBS does not have a current Action Plan.

B. Requirements for Statement of Qualifications:

Detailed descriptions of the requirements can be downloaded from the CBS website www.cityofsitka.com. Click on the Bids & RFPs link – “RFQ Safe Streets and Roads for All”.

The proposer must acknowledge receipt of all Addenda. It is the responsibility of the proposer to regularly check the website for addenda to the project for which they are proposing.

C. Submissions and Inquiries:

Statements of Qualifications (SOQ) shall be submitted via Bid Express from the CBS website until 2:00:00 p.m. local time July 08, 2026. Proposals received after the time specified will be returned to the proposer unopened. **Facsimile or Email submittals will not be accepted.**

To submit via Bid Express, visit www.cityofsitka.com, first select Bids & RFPs link, and then the Bid Express link. To submit to the Public Works Department, submit the proposal to City and Borough of Sitka, 100 Lincoln Street, Sitka, Alaska 99835. Time of receipt will be as determined by the Public Works Department time stamp.

Questions can be directed to the project team at publicworks@cityofsitka.org. Emails are requested to allow for tracking of potential questions. Inquiries shall be submitted no later than Tuesday, 5:00:00 p.m. local time July 01, 2026.

The City and Borough of Sitka reserves the right to reject any and all proposals that do not meet local, state and/or federal requirements, and to waive informalities.

CITY AND BOROUGH OF SITKA


By: Mark Seavey
Public Works Director

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A. RFQ PACKET CONTENTS

- a. Request for Qualifications (RFQ)
- b. RFQ Attachment 1- Statement of Assurances
- c. RFQ Attachment 2- DBE Commitment Form; Good Faith Effort Documentation
- d. RFQ Attachment 3- Sample Professional Service Agreement (PSA)
 - i. PSA Appendix A Statement of Services
 - ii. PSA Appendix B Compensation
- e. Bidder References:
 - i. SS4A General Terms and Conditions Fiscal Year 2022 dated 4 November 2025
<https://www.transportation.gov/grants/ss4a/grant-agreements>
 - ii. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
 - iii. National Environmental Policy Act (NEPA)
 - iv. Build America, Buy America Act

B. INTRODUCTION AND BACKGROUND

The City and Borough of Sitka (CBS) is requesting a Statement of Qualifications (SOQ) from experienced firms capable of evaluating existing data, collecting and analyzing new data and conducting public engagement to create a personalized action plan aimed at reducing roadway accidents, fatalities and serious injuries for all user groups (“Vision Zero”). The CBS has a small downtown network in need of re-design due to increases in visitor activity, commercial and multimodal use and would like to use this action plan to inform design efforts in a cohesive manner. The CBS is seeking firms or individuals with experience in safety, design, and planning for small transportation networks capable of serving the local population while also supporting commerce, parking, landscaping, lighting and multimodal usage for high volumes of seasonal visitors.

This plan may include considerations for changing traffic flows, one-way options, widening sidewalks, public gathering spaces, restrooms, benches, seating, lighting, and landscaping. Careful consideration of pedestrian flows, ADA accommodations, safety improvements, and crosswalks will be a priority.

The CBS has been saving funding for several projects for many years and desires to incorporate the Action Plan recommendations in the design phase while pursuing additional grant funds. We are looking for a partner who is skilled in compliance with federal grant requirements. Consultants interested in providing professional services are encouraged to submit all required information in accordance with all sections of this RFQ. CBS is seeking firms with a comprehensive, full-service offering. Firms must meet minimum qualifications and knowledge requirements. Consultant

selection may result in a multi-year Task Order contract to provide the requested services and ongoing support.

C. PROJECT FUNDING

The project will primarily be funded through a federal grant with an approximate 21 percent local match. The CBS encourages all our contractors to accommodate and promote DBE participation. As we may incorporate the deliverable into proposed future projects that we would like to keep grant eligible, please consider common Federal Grant requirements. These requirements should be factored into the cost estimating, funding plans, and permitting, and teams should identify competency in this level of execution.

D. GENERAL REQUIREMENTS/CONDITIONS

1. General.

CBS, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement,

Disadvantaged business enterprises will be afforded a full and fair opportunity to submit bids in response to this invitation, and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

2. DBE Utilization Goal for this Project.

The DBE utilization goal for this solicitation is Zero. DBE participation will not be considered during scoring or used as an evaluation factor, in accordance with 23 CFR 172 and federal qualifications-based selection requirements. However, Offerors must still demonstrate Good Faith Efforts consistent with 2 CFR 200.321..

Proposers must submit the required DBE forms at the time of proposal, which are identified in ATTACHMENT 2: Consultant's DBE Commitment Form; Good Faith Effort Documentation

3. DBE Opportunities for this Solicitation.

Using the State of Alaska Department of Transportation and Public Facilities (AK DOT/PF) DBE database, the following professional services have been identified as potentially useful for this RFQ. Proposers are welcome to identify additional DBE work categories that are useful to the project. Proposers are required to make good faith efforts to encourage the participation of qualified and certified DBEs for these and other services of this solicitation.

- Technical Writing
- Planning and Design
- Survey
- Permitting
- Public Outreach and Participation, Website Development, Graphics, etc.

Proposers are encouraged to provide opportunities for DBE participation and must document that Good Faith Efforts (GFEs) were made to meet the goal. GFEs include, but are not limited to, the following:

- Review and use the directories of certified DBEs available from the AK DOT/PF Civil Rights Office. (907) 269-0851 or (800) 770-6236 (inside Alaska).

<https://dot.alaska.gov/cvlrts/>

- Contact specific DBEs via phone and/or email, giving enough time for effective participation.
 - Break down the proposal into units that allow DBE participation. This may include services normally performed by your firm.
 - Negotiate in good faith with DBEs for specific services to be included in your proposal. Do not reject them as unqualified without a thorough investigation of their capabilities.
4. This RFQ and any resulting contract incorporate by reference all applicable federal contract provisions required under 2 CFR Part 200 Appendix II, including but not limited to:
- Remedies
 - Termination for cause and convenience
 - Equal Employment Opportunity (41 CFR 60)
 - Davis-Bacon Act (if applicable)
 - Contract Work Hours and Safety Standards Act (if applicable)
 - Clean Air Act and Clean Water Act (for contracts over \$150,000)
 - Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
 - Debarment & Suspension (2 CFR 180 & 200.214)

E. SCOPE OF SERVICES

CBS is looking to develop a Comprehensive Safety Action Plan focused on “Vision Zero”, the elimination or reduction of traffic fatalities or serious injuries on our roads and streets. The consultant team should be highly skilled in developing positive and effective public relations, outreach, and leading meetings that are engaging and interactive with the community. Competencies in social media and the ability to break down technical information for public consumption are critical skill sets. CBS anticipates a broad scope of services to include, but not be limited to, the general areas of professional services listed below:

Data and Information Gathering – take lead in reviewing information of traffic studies, accident reports, Short-term tourism plans, and partner agency Transportation Safety Plans while simultaneously gathering new multimodal traffic planning data and public input. It will be key to study and understand all forms of traffic, their required level of service, and mitigate any negative impacts, both near-term and projected well into the future.

Scope and Concept Development – Develop conceptual safety solutions and options to address the current and future service needs of existing corridors to include traffic flow/volume, pedestrian spaces, landscaping, lighting, and accessibility. Some analysis of pedestrian flows to and from key destinations and drop-off points will be needed. Downtown street closures during peak pedestrian flows have been an effective mitigation measure when we have over 6,000 visitors in town; however, this practice strains emergency response capability, vehicle-based service providers, local residents (both workers and consumers), and adjacent traffic volumes. Potential options, such as one-way conversions with wider sidewalks in key areas, may increase safety and pedestrian space while maintaining comparable parking for residents. Increased pedestrian space and sidewalks could provide the capacity needed for safe, multimodal use. Some streets include very important, culturally significant areas. It will be critical for teams to have proven experience coordinating with tribal government and citizens, fostering positive relations in the development of design solutions and permitting.

Public Outreach and Communication – The Consultant shall lead a public outreach campaign to thoroughly vet and develop a consensus of existing safety deficiencies, needs and desires. This

may include strategies of creating stakeholder groups, meeting with business owners, tribal entities, and generating a baseline communication portal for everyone to remain engaged and informed on the plan goals.

The public involvement process shall include specific, documented efforts to engage underserved, low-income, minority, Tribal, and limited-English-proficiency populations consistent with U.S. DOT equity requirements for SS4A grants. The Consultant shall identify barriers to participation and implement mitigation strategies to ensure meaningful engagement from historically underserved communities.

Grant Administration: Throughout the process, CBS will actively pursue reimbursement to support additional grant funding opportunities. CBS is looking for a team skilled in developing grant support documents, ensuring grant compliance, and potentially administering grants.

Completion Stage – Upon completion of the draft safety action plan, it may be presented to local boards and commissions for additional input prior to final adoption.

F. PROFESSIONAL SERVICE AGREEMENT -STATEMENT OF SERVICES

See Sample Professional Service Agreement, Appendix A- Statement of Services.

G. ANTICIPATED PERIOD OF PERFORMANCE

The CBS requests that the services of this contract begin as soon as possible to ensure compliance with the grant period of performance.

The actual period(s) of performance shall be negotiated based on the Tasks that are ultimately authorized by the CBS. The following key target dates are currently anticipated:

1. Consultant Selection / Fee Negotiation with Highest-Ranked Offeror (per 23 CFR 172) July 2026
2. Notice to Proceed July 2026
3. Study and Report Services from August 2026 to May 2027
4. Public involvement Services from August 2026 to May 2027
5. Planned Draft Action Plan completion date 01 June 2027
6. Planned Action Plan Completion date 30 July 2027
7. Planned SS4A Final Report date 30 July 2027

H. MINIMUM QUALIFICATIONS

To meet minimum qualifications, participating firms or individuals must demonstrate the following competencies and distinguishing experience:

- FHWA Complete Streets Resources <https://highways.dot.gov/complete-streets/complete-streets-resources>
- Safe Streets and Roads for All Safety Action Plan: <https://www.transportation.gov/grants/ss4a/comprehensive-safety-action-plans>
- Alaska Department of Environmental Conservation (ADEC)
 - Drinking Water Standards 18 AAC 80 <https://dec.alaska.gov/eh/dw/regulations/>
 - Alaska Storm Water Guide <https://dec.alaska.gov/water/wastewater/stormwater/resources/guidance/>
- City and Borough of Sitka CBS)
 - CBS Stormwater Drainage Standards 2024
- Constructability Reviews Best Practice Guide, AASHTO 2000

I. REQUESTED INFORMATION

Offerors must include the following information:

1. Letter of Interest signed by an authorized representative of the Firm.
2. Statement of Assurances (RFP Attachment 1)
3. DBE Certification and Good Faith Effort Documentation (RFP Attachment 2)
4. Statement of Qualifications (SOQ) in accordance with Section J. Prepare a distinct Response for each criterion that has a weight of more than zero. Failure to respond directly to any criterion weighted more than zero will result in an evaluation score of zero for that criterion. SOQ submittals shall be a PDF format electronic submittal, which addresses the selection criteria listed below and adheres to the following requirements. The SOQ shall not exceed twenty (20) 8 ½" x 11" sequentially numbered pages, excluding the proposal cover, letter of interest, table of contents, section dividers, and back page, with a minimum 11-point font.

II. STATEMENT OF QUALIFICATIONS (SOQ) EVALUATION CRITERIA

Selection Criteria and Weighting:

1. Objectives and Services	10 Points
2. Methods	20 Points
3. Management	20 Points
4. Proposed Project Staff	10 Points
5. Workload and Resources	10 Points
6. Past Performance & Quality Control	20 Points
7. Quality of Proposal	10 Points
Final Selection Point Total	100 Points

1. OBJECTIVES AND SERVICES:

The response must demonstrate your comprehension of the objectives and services for the proposed contract. Do not merely duplicate the scope of services provided with this RFQ. Also, consider if the scope of services is sufficiently explicit; are expressed or implied schedules attainable/economically feasible; etcetera? Explain. Define any assumptions made in formulating Criteria Response.

2. METHODS

Response must outline the methods for accomplishing the RFQ. Describe what, when, where, how, and in what sequence the work will be done. Address how proximity to the Project site, particular geographic familiarity, experience, and capabilities of your firms (Offeror and Proposed Subcontractors), and Project Staff might specifically contribute to the proposed methods. Identify the amount and type of work to be performed by any Subcontractors. Consider how each task may be carried out; what services or interactions are required from/with the Contracting Agency; etcetera. Suggest alternatives, if appropriate. Identify any distinct and substantive qualifications for undertaking the proposed contract such as the availability of

specialized equipment or unique approaches or concepts relevant to the required services which the firms may use.

3. MANAGEMENT

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

4. PROPOSED PROJECT STAFF

The response must name the individuals to perform the following functions, plus any other professional/technical functions you deem essential to perform the services:

1. Contract Management (contract compliance)
2. Project Management (single point-of-contact directly engaged in contract performance)
3. Data Collection/Analysis/Planning
4. Public Involvement
5. Technical Writer

*All personnel acting in responsible charge of all Architectural, Engineering, Land Surveying, and Landscape Architecture functions require an Alaska Registration and must be identified in your proposal.

5. WORKLOAD AND RESOURCES

The response must: (1) discuss both current and potential time commitments of your proposed Project Staff to all clients; (2) discuss the projected workload of each firm (Offeror and Proposed Subcontractors) for all clients; and (3) demonstrate adequate support personnel, facilities, and other resources to provide the services required. Provide a list of current contracts with the Contracting Agency in which your proposed Project Staff are participating. Include all contracts statewide with regions, divisions, etc., of the Contracting Agency.

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

6. PAST PERFORMANCE & QUALITY CONTROL

The response must describe previous projects the project team has worked on that are related in size and scope to this project. Describe the dollar amount of the projects and a brief narrative of

the successes of the projects. Address how the experience will help your team to perform under this contract. Provide references (contact name and phone number) for each project. Indicate which of the proposed firms and project staff was involved in each project. The CBS reserves the right to investigate referenced projects, contact references, and research other projects that the respondent has worked on.

Include in your response a description of your firm's quality control process and how this process has affected the quality of your deliverables. Use specific examples.

7. QUALITY OF PROPOSAL

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

K. EVALUATION AND AWARD PROCESS

1. EVALUATION:

Competitive Sealed Proposals will be evaluated by a committee. Evaluation of responses to criteria results in a numerical score for each proposal. Each criterion has an assigned weight for this RFP which demonstrates its relative importance. The total of all weights is 100 (100%). Each one-percent weight equates to a range of 0-5 points. The maximum points (score) obtainable for any proposal is 500. Proposals will be ranked from highest to lowest in relative comparison.

Scoring of proposals will be accomplished as follows: Each evaluator will individually read and rate each Offeror's response to each criterion. Ratings will be based solely on the contents of the proposal. Individual evaluator ratings will be converted to a committee rating. A criteria rating of "5" = Best Response from all Offerors; "4" to "1" = Progressively Less Responsive; "0" = Non-Responsive. Ratings are multiplied by the assigned weights for each criterion to obtain criteria scores.

2. INTERVIEWS:

The Committee may decide to conduct discussions (or "interviews") with responsible Offerors whose proposals are highly competitive to be selected for award, to clarify and ensure full understanding of, and responsiveness to, the solicitation requirements. AWARD:

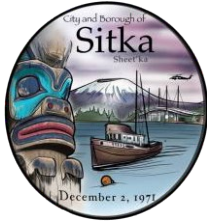
The successful responsive proposer will be identified based on the highest combination of scores.

All Offerors will be advised of the Offeror selected for negotiation and, after completion of negotiations, a Notice of Intent to Award will be provided to all Offerors. Cost negotiations will be conducted only with the highest-ranked Offeror. If the parties cannot reach agreement on price, negotiations will be terminated and the Owner may initiate negotiations with the next most qualified Offeror, consistent with Brooks Act procedures.

A Professional Service Agreement will be awarded for Task Order 1 Services, which will include Tasks 1 or additional tasks as described in the Agreement Appendix A Statement of Services.

L. PROCEDURES REQUIREMENTS

1. This procurement will be conducted in full compliance with 2 CFR 200, 23 CFR 172, the Brooks Act (40 U.S.C. 1101-1104), FHWA SS4A Grant Terms and Conditions, and all applicable federal nondiscrimination and civil-rights requirements.
2. Any firm failing to submit information in accordance with the procedures set forth herein may be considered non-responsive.
3. All costs incurred by firms choosing to participate in this Request for Proposals (RFP) process shall be borne by the proposing firms.
4. No cost or pricing information, including billing rates, multipliers, indirect cost rates, fee structures, or estimated hours, shall be included anywhere in the Statement of Qualifications. The City and Borough of Sitka will conduct negotiations on cost only with the highest-ranked, most qualified Offeror, in accordance with 23 CFR 172.7 and the Brooks Act Qualifications-Based Selection process. Any proposal including cost information will be rejected as non-responsive.
5. CBS reserves the right to waive any informalities or irregularities in any submittal, and to reject all submittals and pursue competitive bidding.
6. All Proposals received by the CBS in response to this RFQ are deemed the property of the CBS and are subject to the Public Records Act. Any information contained in a Proposal which the Proposer believes constitutes proprietary or confidential, exempting the information from any Public Record disclosure shall be clearly designated. Blanket designations shall not be accepted.
7. The materials provided in this RFQ and attachments are provided for informational purposes only. Potential submitters shall take responsibility for independently verifying all information.



CITY AND BOROUGH OF SITKA
**The CBS SS4A SAFETY ACTION
PLAN**

Statement of Assurances/Certifications
PROFESSIONAL SERVICES RFP ATTACHMENT 1

The Proposer certifies that it has carefully examined and carefully studied the RFP Documents, other related data identified in the RFP Documents, and the Addenda, receipt of which is acknowledged electronically via Bid Express.

The Proposer certifies that the Proposal submitted is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation; and has not directly or indirectly induced or solicited any other proposer to submit a false or sham Proposal; and has not solicited or induced any individual or entity to refrain from submitting a proposal; and has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.

The Proposer Certifies that it:

1. Is qualified to provide the Services requested and has successful experience with similar types of projects.
2. Is familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Is familiar with and is satisfied as to the Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Will not withdraw its Proposal within 60 days after the actual date of the Proposal Due Date.
5. The Proposer certifies that no cost or pricing data has been submitted with this qualifications package, consistent with 23 CFR 172 and the Brooks Act.
6. Will comply with all federal and state laws, rules, regulations and orders, and all local ordinances, regulations and rules concerning wages, taxes, social security, workers' compensation, nondiscrimination, licenses, registration requirements, and similar provisions governing employment of individuals.
7. Will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood and agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this paragraph.
8. Will state, in all solicitations or advertisements for employees to work on jobs relating to this Contract, that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood.
9. Will comply with the reporting requirements that the State of Alaska and/or the Federal Government may establish by regulation.
10. Will comply with the requirements at 2 C.F.R. 200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms"). A Good Faith Effort will be performed and documented for all subcontracted services.
11. Will include the provisions listed here in paragraphs 6 through 9 in every subcontract or purchase order under this contract so as to be binding upon every such subcontractor or vendor under this contract.
12. Is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Proposer shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF

PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT.” In the event the Proposer or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Proposer or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Proposer or subcontractor shall promptly reimburse the CBS for any payment(s) heretofore made.

Statement of Assurances/Certifications is by: (based legal entity of the Proposer, execute certification below).

An Individual

Name (typed or printed): _____

By: _____
(Individual’s signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____(SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

A Joint Venture

Name of Joint Venture: _____

Address: _____

By: _____
(Signature – attach evidence of authority to sign)

By: _____
(Individual's signature)

By: _____
(Individual's signature)

By: _____
(Individual's signature)

Disadvantaged Business Enterprise (DBE) Program Good Faith Effort and Participation Form

This form is intended to capture an EPA financial assistance agreement recipient'sⁱ or sub-recipient'sⁱⁱ anticipated and actual use of certified DBEs. Alaska SRF recipients and prime contractor must complete this form and include it in the bid or proposal package when applicable. A copy of this form should be kept on file.
Instructions:

Step 1. Please provide list of all DBEs that you solicited.

Option A. Provide pdf of all email solicitation to DBEs.

Option B. Fill contact information portion of table below for all DBEs solicited.

Step 2. For any DBE you intend to utilize, please provide the additional information for the contractor or subcontractor.

Project Name:				Contract/Project Number:		
Contract Amount:				Organization Name:		
Step 1: Contact Information				Step 2: Utilization Information		
Company Name	Contact Phone/Email/Address	Responsive	Are you intending to hire this firm?	Description of Work	Contract Amount	MBE/WBE

Total Contract Amount of Utilized Companies (\$)	
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I certify under penalty of perjury that the forgoing information is true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of, that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Print Name:		Organization Name:
Authorized Representative's Signature:		Date:

ⁱ An entity that receives an EPA financial assistance agreement or is a sub-recipient of such agreement, including loan recipients under the Clean Water State Revolving Fund Program, Drinking Water State Revolving Fund Program, and the Brownfields Cleanup Revolving Loan Fund Program.

ⁱⁱ Borrowers of the SRF Program.

**CONTRACT TO PROVIDE PROFESSIONAL SERVICES TO
CITY AND BOROUGH OF SITKA**

**BY _____
FOR _____**

Contract # 2026-PW-XXX

City and Borough of Sitka (“Owner”) desires _____ (“Contractor”), Alaska Business License No. _____, to provide professional services for _____. This Contract to Provide Professional Services to Owner by Contractor for _____ (“Contract”) is made and entered into by and between Owner and Contractor in consideration of the mutual promises contained in this Contract.

This Contract also consists of:

- Appendix A – Statement of Services (3 pages)
- Appendix B – Compensation (5 page)
- Appendix C – Signed and approved Task Orders

SECTION 1. DEFINITIONS

For the purpose of this Contract, the terms used in this Contract shall have the following meaning:

- A. “Owner” shall mean the City and Borough of Sitka, Alaska, a home rule municipality.
- B. “Contractor” shall mean _____, a partner, associate, or any other person acting for and/or on behalf of the Contractor.
- C. “Owner’s authorized representative” shall mean the person set forth in Section 21 (B)(2) of this Contract.
- D. “Days” shall mean calendar days.

SECTION 2. CONTRACT TIME

- A. This Contract is effective as of _____.
- B. Except as expressly allowed under this Contract, Owner need not grant Contractor any extension in the time provided to complete the work under this Contract. If Contractor’s progress falls behind the project schedule, Contractor shall commit additional resources to the prosecution of the work, or take such other additional steps as are reasonably necessary to assure the completion of the work on schedule, all at no additional cost to Owner.
- C. This contract shall terminate on _____, unless extended by mutual written agreement.

*Contract to Provide Professional Services to City and Borough of Sitka by _____
for Project _____*

SECTION 3. RESPONSIBILITY OF CONTRACTOR

At all times during Contractor's performance of professional services under this Contract, Contractor shall possess and exercise the level of competence, knowledge and skill presently maintained by other practicing members of the profession in good standing in the same or similar localities.

SECTION 4. SCOPE OF SERVICES

The general services to be performed by Contractor are outlined in Appendix A. Approved scope of services for individual tasks shall be defined in detail in Task Orders that are developed through the course of execution of the Contract, and shall include a detailed scope of services, schedule, and Not to Exceed (NTE) cost to include all services required to complete each Task Order. Each Task Order shall be approved by the Municipal Administrator in accordance with all applicable budget appropriations, statutes, Sitka General Code provisions, ordinances, rules, and regulations.

SECTION 5. OWNERSHIP OF DOCUMENTS

All documents, plans, drawings, calculations, supporting data and specifications, originals and tracings, shall become the property of Owner. Such documents shall be transmitted to Owner prior to the time of final payment for the work under this Contract. Contractor shall be entitled to retain and reference record copies and electronic files of all documents.

SECTION 6. TERMINATION

This Contract may be terminated:

- A. By mutual written consent of the Parties.
- B. For the convenience of Owner, provided that Owner notifies Contractor of its intent to terminate under this paragraph at least ten (10) days prior to the effective date of the termination.
- C. For cause, by either Party where the other Party fails in any material way to perform its obligation under this Contract; provided, however, that as a condition of the exercise of its right of termination under this subsection the terminating Party shall notify the other Party of its intent to terminate this Contract and state with reasonable specificity the grounds, and the defaulting Party shall have failed, within 30 days of receiving the notice, to cure the default.
- D. Termination pursuant to this Section shall not affect the Parties' continuing obligations under this Contract.

SECTION 7. DUTIES UPON TERMINATION

- A. If Owner terminates this Contract for convenience, Owner shall pay Contractor the reasonable value of any services satisfactorily rendered prior to termination. Payment under this Section shall never exceed the total compensation possible under Section 9. All finished and unfinished reports and materials prepared by Contractor shall become the property of Owner.
- B. If this Contract is terminated for cause, Owner shall pay Contractor the reasonable value of the services satisfactorily rendered prior to termination less any damages suffered by Owner because of Contractor's failure to perform satisfactorily. Any finished or unfinished documents or materials shall become the property of Owner at its option. Under no circumstances shall payment under this section exceed the percentage value of work completed as defined by Contractor's Fee Proposal and under Section 9. Under no circumstances shall payment under this Section exceed the total compensation possible under Section 9.
- C. If Contractor has received payments prior to termination in excess of the amount to which it is entitled under subsection A or B of this Section, Contractor shall remit such excess to Owner within 30 days after receipt of notice to that effect.
- D. Contractor shall not be entitled to compensation under this Section until Contractor has delivered to Owner all documents, records, work products, materials, and equipment owned by Owner, related to this Contract and requested by Owner.
- E. If Contractor's services are terminated, for whatever reason, Contractor may not claim any compensation under this Contract other than allowed under this Section.
- F. Owner need not recognize any claim by Contractor for reimbursable expenses or costs incurred after the time which Contractor receives notice of termination under this Section.

SECTION 8. INDEMNIFICATION

- A. Contractor shall indemnify, defend, save, and hold Owner harmless from any claims, lawsuits, or liability, including attorney's fees and costs, arising from any intentional misconduct or negligent act, error or omission of Contractor occurring during the course of or as a result of Contractor's performance pursuant to this Contract.
- B. Contractor shall not indemnify, defend, save, and hold Owner harmless from any claims, lawsuits, liability, or attorney's fees and costs, arising in intentional misconduct or negligent acts, errors or omissions of Owner occurring during the course of or as a result of the performance of this Contract.
- C. Where claims, lawsuits, or liability, including attorney's fees and costs, arise from intentional misconduct or negligent acts of both Parties, Contractor shall indemnify, defend, save and hold Owner harmless from only that portion of claims, lawsuits or

liability, including attorney's fees and costs, which result from Contractor's wrongful or negligent acts occurring during the course of or as a result of Contractor's performance pursuant to this Contract.

SECTION 9. PAYMENT

- A. For Contractor's services and expenses, as described in Section 4 of this Contract, compensation will be paid in accordance with any signed and approved Task Orders and shall include a set NTE amount at or below the authorized budget spending limit at the time the Task Order is approved subject to Contractor's satisfactory performance, in a total amount NTE, unless mutually agreed upon in writing by both Parties prior to commencing additional work.

Task Orders are to be executed by the Municipal Administrator in accordance with the Sitka General Code and authorized budget appropriation supporting the full Task Order NTE budget. Owner has the option of omitting any phase of the Contract as it deems necessary.

- B. For reimbursement of direct expenses, approved by Owner, Contractor will be paid by Owner as shown in Appendix B.
- C. Contractor shall present an invoice(s) to Owner's authorized representative. Such invoice(s) shall describe the services for which it seeks payment and shall document expenses and fees to the satisfaction of Owner's authorized representative. Invoices shall not be submitted more frequently than once every 30 days.
- D. Owner shall make payment on invoices within 30 days of the invoices' receipt and approval by Owner's authorized representative. If any payment is withheld because Contractor's performance is unsatisfactory, Owner must, within ten (10) days of the payment denial, notify Contractor of the payment denial, and set forth, with reasonable specificity, what was unsatisfactory and why.
- E. Contractor shall be entitled to no compensation under this Contract beyond the amount of Owner's express obligation under subsection A above.
- F. The amount to be paid for additional services, at the option of Owner, shall be negotiated at the hourly fees in Appendix B, by the Parties prior to the execution of amendments to this Contract.

SECTION 10. AUDIT: ACCESS TO RECORDS

- A. Contractor shall maintain records of performances, communications, documents, correspondence and costs pertinent to this Contract. Owner's authorized representatives shall have the right to examine such records and accounting procedures and practices.

- B. Owner's authorized representative shall have the right to examine all books, records, documents and other data of Contractor related to the negotiation, pricing and performance of the Contract, and any change or modification 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.
- C. The materials described in this Section shall be made available at the business office of Contractor at all reasonable times for inspection, audit or reproduction, for a minimum of three (3) years from the date of final payment under this Contract and for such longer period, if any, as may be required by applicable statute or other provisions of this Contract.
- D. If this Contract is completely or partially terminated, records relating to the services terminated shall be made available to Owner by Contractor for a minimum of three (3) years from the date of any resulting final settlement.
- E. Records which relate to claims or litigation or the settlement of claims arising out of the performance of this Contract shall be made available to Owner by Contractor until such claims or litigation have been concluded.

SECTION 11. RELATIONSHIP OF PARTIES

Contractor shall perform its obligations under this Contract as an independent contractor of Owner. Owner may administer the Contract and monitor Contractor's compliance with its obligations. Owner shall not supervise or direct Contractor other than as provided in this section.

SECTION 12. ASSIGNMENTS

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

Owner reserves the right to approve all subcontractor contracts.

SECTION 13. NONDISCRIMINATION

- A. Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. Contractor shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out the provisions of this paragraph.
- B. Contractor shall state, in all solicitations or advertisements for employees to work on

jobs relating to this Contract, that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood.

- C. Contractor shall include the provisions of subsection A in every subcontract or purchase order under this Contract, so as to be binding upon every such subcontractor or vendor of Contractor under this Contract.
- D. Contractor shall comply with all applicable Federal, State and Municipal laws concerning the prohibition of discrimination.

SECTION 14. COPYRIGHTS AND RIGHTS IN DATA

All documents produced under this Contract are the property of Owner, including notes, drawings, reports and other technical information referred to as work products, except items which have pre-existing copyrights. Payments to Contractor for services include full compensation for all work products produced by Contractor and its subcontractors.

All such subject data furnished by Contractor pursuant to this Contract are instruments of its services in respect to this particular project. It is understood that Contractor does not represent such subject data to be suitable for reuse on any other project or for any other purpose. If Owner reuses the subject data without Contractor's specific written verification of adaption, such reuse will be at the risk of Owner, without liability to Contractor. Any such verification of adaption requested in writing by Owner at Owner's sole option will entitle Contractor to further compensation at rates agreed upon by the Parties.

SECTION 15. NOTICES

Any notice required pertaining to the subject matter of this Contract shall be in writing and either personally delivered or mailed by prepaid, first class, registered or certified mail, return receipt requested, to the following addresses:

OWNER:

City and Borough of Sitka
Municipal Administrator
100 Lincoln Street
Sitka, AK 99835

CONTRACTOR:

SECTION 16. CLAIMS AND DISPUTES

If Contractor becomes aware, or reasonably should have become aware, of any act or occurrence which may form the basis of a claim, Contractor shall immediately notify in writing

Owner's authorized representative. If the matter cannot be resolved within seven (7) days, Contractor shall, within the next fourteen (14) days, submit a written notice of the claim. Contractor shall, in presenting the claim, include the facts and circumstances surrounding the claim, the specific relief requested including any additional compensation claimed and the basis upon which it was calculated, and the provisions of this Contract under which the claim is made. This procedure covers all claims by Contractor for additional compensation or any extension of the time for performance or any dispute regarding a question of fact or interpretation of this Contract. Contractor agrees that unless these written notices are provided, Contractor shall have no entitlement to additional time nor compensation for such act, event or condition.

SECTION 17. SUCCESSORS AND ASSIGNS

The Parties bind themselves, partners, successors, assigns and legal representatives to the other Party to this Contract and to partners, successors, assigns and legal representatives of such other Party with respect to all covenants of this Contract.

SECTION 18. INSURANCE

A. Contractor shall at all times during the term of this Contract, maintain in good standing the insurance described in subsection B. Before rendering any services under this Contract, Contractor shall furnish Owner with proof of insurance in accordance with subsection B in a form acceptable to Owner; such proof of insurance shall be incorporated into this Contract.

B. Type of coverage (may include umbrella):

- 1. Commercial General Liability

Occurrence Limit	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000

- 2. Workman's Compensation
Employers Liability Alaska Statutory

- 3. Commercial Automobile Liability \$2,000,000
Including all owned, hired and non-owned vehicles

- 4. Professional Errors and Omissions \$2,000,000

C. Insurance Notes

- 1. Owner shall be named as an additional named insured on the required general liability and automobile insurance policies. Owner shall also be granted a full waiver of any rights of subrogation by endorsement under all required policies with

the exception of Professional Errors and Omissions. These requirements extend to all subcontractors.

2. Contractor is required to notify Owner if any policy is to be canceled, materially changed, or renewed, at least thirty (30) days prior, by written notice sent by certified mail.

SECTION 19. PERMITS, LAWS AND TAXES

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

SECTION 20. NON-WAIVER

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

SECTION 21. AMENDMENT

- A. This Contract shall only be amended, modified or changed by a written amendment, executed by authorized representatives of the Parties, and such amendment shall be attached to this Contract as an appendix.
- B. For the purposes of any amendment, modifications or change to the terms and conditions of this Contract, the only authorized representatives of the Parties are:
 1. _____ – For Contractor
 2. CBS Municipal Administrator, currently John Leach - For Owner
- C. Any attempt to amend, modify or change this Contract by either an unauthorized representative or unauthorized means, shall be void.

SECTION 22. SEVERABILITY

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

SECTION 23. JURISDICTION - CHOICE OF LAW

Any civil action rising from this Contract shall be brought in the Alaska Superior Court at Sitka. The laws of the State of Alaska shall govern the rights and obligations of the Parties under this Contract.

SECTION 24. FORCE MAJEURE

- A. Any failure to perform by either party due to force majeure shall not be deemed a violation or breach hereof.
- B. As used in this Contract, force majeure is an act or event of substantial magnitude, beyond the control of the delayed party, which delays the completion of this Contract, including without limitation:
 - 1. Any interruption, suspension or interference resulting solely from the act of Owner or neglect of Owner not otherwise governed by the terms of this Contract.
 - 2. Strikes or work stoppages.
 - 3. Any interruption, suspension or interference with the project caused by acts of God, or acts of a public enemy, wars, blockades, insurrections, pandemics, riots, arrests or restraints of governments and people, civil disturbances or similar occurrences.
 - 4. Order of court, administrative agencies or governmental officers other than Owner.

SECTION 25. INTEGRATION

This instrument and all appendices and amendments embody the entire contract of the Parties. There are no promises, terms, conditions or obligations other than those contained in this Contract. This Contract shall supersede all previous communications, representations, or contracts, either oral or written, between the Parties.

IN WITNESS, the parties execute this contract through their duly authorized representatives, and represent by the signing of this Contract by their duly authorized representatives that they are authorized to sign this Contract between Owner and Contractor for Safe Streets and Roads for All Safety Action Plan on behalf of the Party they represent.

CITY AND BOROUGH OF SITKA, ALASKA

Date

By: John Leach
Its: Municipal Administrator

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by John Leach, Municipal Administrator of the CITY AND BOROUGH OF SITKA, ALASKA, an Alaska home rule municipality, on behalf of the municipality.

Notary Public in and for the State of Alaska
My Commission Expires: _____

CONTRACTOR

Date

By:
Its: President

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, President for the _____, an Alaska corporation, on behalf of the corporation.

Notary Public in and for the State of Alaska
My Commission Expires: _____

Price proposals and rate schedules will be requested only from the highest-ranked Offeror after qualifications-based selection is complete. Offerors shall not submit any rates, fees, multipliers, or other cost information with the SOQ.

TASK ORDER 1

Date: XXX
Contract No.: XXX
Contractor: Name of Contractor
Contract Name: Name listed on signed Contract
Project Title: Title of Task Order

SECTION 1. PROJECT DESCRIPTION AND BACKGROUND INFORMATION

[Provide background information and description of task.]

SECTION 2. STATEMENT OF SERVICES

[Attach Appendix A Statement of Services specific to this Task Order]

SECTION 3. SCHEDULE

MS#	Deliverable	Date Due
1		
2		
3		

SECTION 4. PERIOD FOR PERFORMANCE

Work under this Task Order shall become effective when signed by both parties and shall terminate upon acceptance and approval by CBS of all required deliverables, estimated to occur no later than _____.

SECTION 5. COST

The cost to conduct Task Order 1 shall not exceed \$XXX, payable on a Time and Expenses basis per the Professional Services Contract 2026-xx-xxx and the attached fee proposal.

SECTION 6. SIGNATURES

IN WITNESS WHEREOF, this Task Order has been executed under the provisions of Contract Number #2026-XX-xxx between the City and Borough of Sitka and _____Name of Contractor_____. By the signatures below, the parties hereto agree that all terms and conditions of this Task Order and Contract Number #2026-XX-xxx shall be in full force and effect.

CITY AND BOROUGH OF SITKA

CONTRACTOR

By: _____
John Leach
Municipal Administrator

By: _____
Name of Signer, Title of Signer
Name of Contractor

Date: _____

Date: _____

PROPOSED STATEMENT OF SERVICES

APPENDIX A

RFP No: XXXX CBS Project No: 90994 Date Prepared: XX/XXX/XXXX

SAFE STREETS AND ROADS FOR ALL (SS4A) COMPREHENSIVE SAFETY ACTION PLAN

The City and Borough of Sitka (CBS) is soliciting professional support services for the following projects:
Safe Streets and Roads for All (SS4A) Comprehensive Safety Action Plan

Project Description and Background Information

Insert from RFP.

Scope of Work

Insert from RFP.

Coordination

The successful consultant will work closely with local stakeholders and organize and attend local meetings to develop the tailored Comprehensive Safety Action Plan. Those stakeholders include: *List/explain all pertinent stakeholders, public entities, local governments, outside agencies, public meetings, etc. that might be encountered.*

Expected Tasks / Deliverables

The service in this contract are expected to be conducted under the following Task Orders. Tasks may be conducted concurrently.

1. Study and Report Services
2. Public Involvement Services
3. Preliminary Technical Document Services
4. Final Documents Preparation Services
5. Additional Administrative Services (Reserved)

Deliverables are subject to negotiation and change depending on the authorized development level of the project.

Task 1 Study and Report Phase Services will include:

1. Consult with Owner as needed to define and clarify Owner's requirements for the Project, as set forth in the Documents or otherwise, including capacity and performance requirements; flexibility and expandability needs; quality standards; and Owner's budgetary limitations.
2. Identify available data, information, traffic studies, accident reports, infrastructure condition, evaluations; obtain such items from Owner or others; review.
3. Obtain data or services that are reasonably required to enable to complete the preferred analysis.
4. If Owner has not identified one or more potential solutions for study and evaluation, or if the Owner's proposed solutions are not feasible, then identify one or more potential solutions to meet Owner's Project requirements, and study and evaluate such potential solution(s).
5. Identify and analyze relevant requirements of governmental authorities having jurisdiction over the Project;

consult with such governmental authorities as necessary.

6. Visit the Site(s) to review existing conditions, unless such visits are not necessary or applicable to meet the Study and Report objectives.
7. Recommend to Owner those solutions which in the Consultant's judgment meet Owner's requirements for the Project.

Task 2 Public Involvement Services will include developing and executing a Public Involvement Plan (PIP) for the Projects. The purpose of the Public Involvement Plan is to ensure early, continuous, and meaningful public participation throughout the planning and implementation of the project, in compliance with Title VI of the Civil Rights Act, and other applicable federal regulations. Work will include:

1. Identify and categorize stakeholders, including agencies, interest groups, affected communities, and the general public.
2. Prepare informational materials, FAQs, presentations, maps, and graphics to support public understanding of the project.
3. Plan, schedule, and facilitate public meetings and hearings, ensuring accessibility and ADA compliance.
4. Gather public input through various formats, summarize findings, and analyze key themes for project team review.
5. Maintain records of all engagement efforts and prepare a Public Involvement Summary.

Task 3 Preliminary Technical Documents Services

After review of the data and public engagement by Owner, and upon written authorization from Owner, perform the following:

1. Prepare a report (the "Action Plan") which will, as appropriate, contain schematic layouts, sketches and appropriate exhibits; and indicate the applicable requirements, considerations involved, and recommended solutions. Recommend to Owner those solutions which in Consultant's judgment meet Owner's requirements for the Project. This Report will be accompanied by an estimate of construction cost for each recommended solution.
2. The Report will identify Areas of Potential Effects (APE) for the "Action Plan" elements.
3. Ensure the "Action Plan" meets applicable federal (e.g., AASHTO, FHWA, Grant Program), state DOT, and local standards.
4. Furnish review copies of the Report (and any other deliverables) to Owner pursuant to the Preliminary Stage Schedule and review it with Owner. Revise the Report (and any other deliverables) in response to Owner's comments, as appropriate, and furnish the revised Report (and any other deliverables) to the Owner pursuant to the Preliminary Stage Schedule.

Task 4 Final Documents Services

1. Develop the final report ("Action Plan").
2. Coordinate with owner to ensure the report is submitted within the period of performance to the granting agency.
3. Coordinate with owner to ensure the report is posted in a publicly available place as required by the grant program.

Task 5 Additional Administrative Services

1. Reserved for additional administrative services identified throughout Tasks 1-4.
Provide technical assistance in bid analysis and evaluation.

Anticipated Period of Performance

The actual period(s) of performance shall be negotiated based on the Tasks that are ultimately authorized by the Owner.

Price proposals and rate schedules will be requested only from the highest-ranked Offeror after qualifications-based selection is complete. Offerors shall not submit any rates, fees, multipliers, or other cost information with the SOQ.

COMPENSATION APPENDIX B

RFP No: XXXX
CBS Project No: 90994
Date Prepared: XX/XXX/XXXX

B1. 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.

B2. 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.*

B3. Price proposals and Task Orders 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 B, unless otherwise modified by Task Order.

B4. Payments are limited to the amount(s) cited in each Task Order issued for this Agreement. The Contractor expressly has no right to any payment in excess of each Task Order amount.

B5. 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.

B6. Payments for this Agreement and any Amendment or Task Order, 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.

B7. 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 B7.1-B7.6 and B.8.

B7.1 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).

B7.2 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.

B7.3 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).

B7.3.1 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.

B7.3.2 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;

B7.3.3 Allocated Home Office Overhead (if applicable) – Costs for management, supervisory, and administrative functions which benefit separate unit operations.

B7.3.4 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.

B7.4.1 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 B; otherwise, such an allocation shall not be allowed for this contract.

B7.4.2 Indirect Cost Rates may be fixed or provisional and will be established for the duration of the Agreement, fiscal year, or other time period.

B7.4.3 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.

B7.5 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

B7.6 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.

B8. 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).

B9. The following Exhibits complete this Appendix B (Components of Appendix B – Compensation, shall stand and prevail in the following order: Appendix B, Exhibit B-1, individual Task Order, et al, in the order of their number):

- Exhibit B-1 Method(s) of Payment
- Exhibit B-2 Billing Rates

COMPENSATION

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

CBS Project No: 90994

Date Prepared: XX/XXX/XXXX

1. Payments will be made in accordance with Section 9 (Basic Agreement), Articles B1 - B9 (Appendix B), individual task Orders, and the applicable discussions of Methods of Payment presented below.

2. **FIXED PRICE(S) (FP)** 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 (FPPE)** 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. **TIME AND EXPENSES (T&E)** payments will be made according to the following:

4.1 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.

4.1.1 **BILLING RATES** for persons who work on this contract shall be at the agreed upon Billing Rates established in the original Task Order. Adjustments to these Billing Rates will require, at the discretion of the CBS, an analysis 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). (e.g., Billing Rate = \$23 + (1.50 x \$23) + (0.08 x [\$23 + (1.50 x \$23)]) = \$62.10 where Direct Labor Rate = \$23, Indirect Cost Rate = 1.50, and Profit = 0.08).

<u>FIRM</u>	<u>JOB CLASSIFICATION</u>	<u>PERSONS NAME</u>	<u>BILLING RATE (\$/HR)</u>
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See Exhibit B-2 Billing Rates

4.1.2 **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.

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

4.2 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 B8).

5. **SPECIAL CONSIDERATIONS:**

5.1 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).

5.2 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 Task Order 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.

5.3 M&IE allowances shall be limited to the Federal Rate published by Defense Travel Management Office for SITKA-MT. EDGE CUMBE.. 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.

5.4 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.