**UNIVERSITY OF ALASKA FAIRBANKS**

**Request for Proposals for Professional Architectural and Engineering Services**

**[Insert Project Name]**

**Project No.:**

**RFP No.:**

**Date:**

**Facilities Services**

**Division of Design and Construction**

**P.O. Box 158160**

**Fairbanks, AK 99775-8169**

**(907)474-5299**

# SECTION A – INTRODUCTION

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Public Announcement

The University of Alaska Fairbanks, hereinafter called “University”, is requesting proposals from consulting firms for professional Architectural and Engineering Services for the following Project:

PROJECT NAME

**Project No.**

**RFP No.**

**Basis of Award:** Proposals will be evaluated by a Selection Committee using the criteria outlined in Section C of the RFP. Pending the availability of funding, an Agreement will be awarded to the highest ranked, responsive, responsible Offeror whose Proposal conforms in all essential aspects to the solicitation requirements. The ranking will be based on the combined score of initial evaluation, interview rating and past performance surveys.

**RFP Availability:** All documents pertaining to this Request for Proposals (RFP) for this Project may be downloaded free of charge at: [http://facilities.alaska.edu/uaf/fsProps/rfp.cfm.](http://facilities.alaska.edu/uaf/fsProps/rfp.cfm) Interested parties may also view this RFP at the office of Division of Design and Construction. Registration through the website is required to ensure that interested parties are notified of addenda or other project-related notices issued by the University. Interested parties are responsible for periodically checking this website for updates.

**Designated Contact:** [Project Manager Name, Title]

E-Mail Address:

Phone:

Fax**:**

**RFP Inquiries:** Inquiries and questions relating to this RFP shall be directed to the Designated Contact in writing, and must include the project name and RFP number, no later than ten (10) days prior to the deadline for Proposal submission.

PM: Decide if a pre-proposal conference is necessary

**Pre-Proposal Conference:** A Pre-Proposal Conference will or will not be held at location and date/time.

**Deadline for Submission of Proposals:** The University must receive Proposals no later than 5:00 p.m., [Day, Date, Year] to be considered.

**Submission of Proposals:** Proposals must be mailed or delivered to:

**Mailing Address:** **Physical Address:**

University of Alaska Fairbanks University of Alaska Fairbanks

Facilities Services Facilities Services

Division of Design and Construction Division of Design and Construction

P.O. Box 758160 1850 Tanana Loop, Lola Tilly Building

Fairbanks, Alaska 99775-8160 Fairbanks, Alaska 99775

UA is an AA/EO employer and educational institution and prohibits illegal discrimination against any individual: [www.alaska.edu/nondiscrimination.](http://www.alaska.edu/nondiscrimination)

Project Background: **[Describe the Project background and insert photos if applicable]**

User Groups: **[Describe which User Groups will be impacted by this Project, if applicable]**

PM: add links to available information here instead of posting everything here. Ex, as builts, asbestos reports, etc.

Scope of Work: **[Describe the Project Scope of Work]**

Available Information: Public information related to the project and in the possession of the University is available electronically to all prospective Offerors. The documents listed below are informational resources only, and they are not attachments to the RFP. They are available for viewing online at <http://facilities.alaska.edu/uaf/fsProps/rfp.cfm>

Funding: **[Write a brief statement about funding availability and source. The project has been authorized by (authority level, i.e., Board of Regents, Vice Chancellor of Administrative Services) to proceed with (preliminary design, schematic design, etc.) for this Project. The total Project cost is estimated to be $0.00. No additional funding is expected.]**

Anticipated Project Schedule:

|  |  |
| --- | --- |
| **Consultant Selection** | **Date** |
| Consultant Proposals Received | July 1, 2008 |
| Consultant Selected | July 22, 2008 |
| Negotiate/Execute Agreement | August 5, 2008 |
|  |  |
| **Design and Construction Documents** |  |
| Programming and Preliminary Design | September 15, 2008 |
| 35% Schematic Design | November 6, 2008 |
| 65% Design Development | December 15, 2008 |
| 95% Construction Documents | February 13, 2008 |
| 100% Bid Documents | March 18, 2009 |
|  |  |
| **Construction** |  |
| Bid Project | March 25 to April 16, 2009 |
| Award Construction Contract | April 28, 2009 |
| Construction Begins | May 15, 2009 |
| Substantial Completion | March 1, 2010 |

# SECTION B – INSTRUCTIONS TO OFFERORS

## General Information

1. The University is an equal opportunity employer.

2. The University shall not be liable for any cost incurred by an Offeror in response to this RFP or any subsequent requirements related to this RFP.

3. The University expressly reserves the right to waive minor informalities or reject all Proposals if it deems such actions are in its best interest. "Minor Informalities" means matters of form rather than substance which are evident from the submittal, or are insignificant matters that have a negligible effect on price, quantity, quality, delivery, or contractual conditions and can be waived or corrected without prejudice to other Offerors.

4. Offeror must be in compliance with the statutory requirements for Alaska Business and professional registration licensing at the time of Contract Award, failure to do so may result in the rejection of the Proposal. Offeror must provide a valid Alaska Business License, or proof of application in the Proposal. All subconsultants are required to provide a valid Alaska Business License, or proof of application in the Proposal. Copies of licenses and/or applications will be required prior to Contract Award.

The Offeror must also provide proof of professional registration in Alaska of each individual who will seal and sign the design documents for the work performed under each discipline prior to Contract Award.

5. Offerors are specifically advised that there will not be a contractual relationship between the University and the Offeror until a written agreement is executed by an authorized agent of the University. The University shall not be liable for any cost incurred by an Offeror prior to execution of a contract and issuance of a Notice to Proceed.

6. Standard insurance provisions for Workers’ Compensation and Employers Liability; Commercial General Liability; Comprehensive Automobile Liability; and Professional Liability (E&O) are included in the RFP.

7. No contact regarding this RFP with any Firm or person affiliated with the University other than as identified in this RFP as the designated contact is permitted. Any such contact by an Offeror not in compliance with the terms of this RFP may result in rejection of that Offeror’s Proposal.

8. General Requirements: Offerors should read thissolicitation carefully and review all instructions herein. Incomplete or incorrect Proposals may be rejected as not conforming to the essential requirements of the RFP. **Any deviations from the RFP requirements must be fully disclosed in detail as part of the Proposal.** Failure to use prescribed forms when provided may result in Proposal being rejected as non-responsive.

9. Period for Acceptance of Proposals: The Proposal shall remain valid for at least forty-five (45) days after the deadline for submission of Proposals unless expressly stated to the contrary elsewhere in this solicitation.

10. Modification or Withdrawal of Proposals: Modifications to or withdrawal may be allowed only if received prior to the deadline for submission of Proposals. No changes to or withdrawals of the Proposal will be permitted after the deadline for Proposal submission, except as discussed in the Selection Process of this RFP.

11. Questions and Explanations Regarding the RFP

a. Any Offeror wanting an explanation or interpretation of the solicitation, specifications, provisions, etc., must request it in writing no later than ten (10) days prior to the deadline for Proposal submission.

b. Written questions must be submitted to the designated contact by e-mail or at the address shown for inquiries on the face of this RFP. All inquiries must include the RFP number.

c. Oral explanations, clarifications or instructions given by University personnel or others will not be binding. Any information given to an Offeror concerning the solicitation will be furnished promptly to all other Offerors, as an addendum of the solicitation, if that information is necessary in submitting Proposals or if the lack of it would be prejudicial to any other Offerors.

12. Errors and Ambiguities

a. Offerors must read the RFP thoroughly. Any ambiguity, conflict, discrepancy, omission, or other errors in this RFP must be reported to the designated contact in either by email or at the address shown for inquiries on the face of this RFP, not later than ten (10) days prior to the deadline for Proposal submission, unless otherwise provided by law. Any changes or corrections to the RFP will be made only by written addendum issued by the University. Failure to report defects, ambiguities, conflicts, discrepancies, omissions or other errors in a timely manner will result in waiver of those issues.

b. It is the Offeror’s responsibility to ascertain prior to submittal that any or all addenda to the solicitation have been received. If an Offeror fails to notify the University prior to the deadline for Proposal submission of an error in the RFP or the Offeror’s Proposal, such Proposal shall be submitted at the Offeror’s own risk, and if a contract is awarded as a result of such Proposal, the Offeror shall not be entitled to additional compensation by reason of the error or its later correction.

13. Solicitation and Responsiveness of Proposal

a. The solicitation requirements have been established to obtain full and accurate representation of the Offeror’s responsiveness and responsibility. Full and accurate information will enable the University to evaluate Proposals and award contracts for providing the services requested. The University in its sole discretion will determine responsiveness and final evaluation results for this RFP as provided herein.

b. As described in the Selection Process, it is the intent of the University to review and score the Proposals and conduct interviews with each Offeror that is identified on the short-list by the Selection Committee. Any Proposal which contains material or information which cannot be verified or otherwise confirmed for purposes of determining responsibility or responsiveness to the solicitation may result in rejection of the Proposal.

14. Public Information

a. All submitted Proposal information will be considered confidential until Notice of Intent to Award is issued. After the Notice of Intent to Award is issued, the Proposal will be become public information. Properly marked proprietary information supplied by an Offeror in response to an inquiry by the University relating to responsibility, will not be disclosed or made available to the public; unless the University determines that the information must be disclosed under the Alaska Public Records Act.

b. Proprietary information of the type not subject to public review includes Offeror submittals of financial statements, tax records and the confidentiality of trade secrets and confidential technical data.

c. The Selection Committee evaluations, scoring and ranking are confidential until the Notice of Intent to Award is issued. After the Notice of Intent to Award is issued, this information will be public information.

15. Protest

1. **Protest of Solicitation:** An interested party may file a protest based on alleged improprieties or ambiguities in a solicitation. This form of protest must be filed at least ten (10) days prior to the deadline for Proposal submission unless otherwise provided for under AS 36.30.
2. **Protest of Award:** An interested party may protest an award under this solicitation to the University’s Contracting Officer at the submittal location noted on the face of the Announcement at the front of this RFP no later than ten (10) days after issuance of the Notice of Intent to Award. If a protest is filed in a timely manner, the Contracting Officer must issue a written decision concerning the protest within fifteen (15) days after date of filing of the protest.
3. All protests and appeals of the protest decisions will be handled in accordance with AS36.30.560 -36.30.615.

d. A protest must be filed in writing and must include the following information:

i. The name, address and telephone number of the protester.

ii. The signature of the protester, or the protester's representative.

iii. Identification of the contracting agency and the solicitation at issue.

iv. A detailed and complete statement of the legal and factual grounds of the protest, including copies of relevant documents.

v. The relief requested.

e. An appeal from a protest decision by the University’s Contracting Officer may be filed with the University’s Procurement Policy and Due Process Officer at the address provided in the protest decision, not later than ten (10) days after a protest decision is received by the protester.

16. Computation of Days: The use of the term “days” in this RFP shall refer to calendar days unless otherwise specified. The time in which to act is computed by excluding the day of the act, event, or notice and including the last day. If the last day of the prescribed deadline or time period falls on a Saturday, Sunday or other holiday when the University is closed, the deadline or time period will be extended until the end of the next day that the University is open for business.

17. Authority: The University Contracting Officer has authority to act as an agent for the University. Offerors are cautioned that instructions or interpretations contrary to the provisions of this solicitation, which are received from employees or others not specifically designated herein to act in this matter are not valid or binding on the University.

18. Chronology of Identities: In the RFP Parts A, B, C, and Attachment 1, the RFP utilizes the terms “University” and “Offeror” to describe the interested parties during the selection process. Further, the term “firm” and “consulting firm” is used to describe the “Offeror.” Attachment 2 of the RFP utilizes the terms “University” and “Contractor” to accurately represent the mutual contractual relationship between the two parties.

Proposal Submission: The Offeror shall submit six (6) bound copies and one (1) digital copy of the Proposal in PDF format. The digital copy shall be submitted either on one USB flash drive or on a CD. The Proposals shall be submitted to one of the addresses shown on the first page of this RFP by the time and date specified or subsequently amended. Proposals must be submitted in a sealed envelope or package bearing the Offeror’s name and address with the RFP number and project title clearly marked on the outside. Proposals received by fax or email will not be considered. All submissions become the property of the University and will not be returned.

PM, adjust the ## of copies or format requested.

Late submittals will not be considered and will be returned to the Offeror unopened. A Submittal is late if it is not delivered at or prior to the time specified as the deadline for Proposal submission.

Proposal Format: An Offeror’s ability to prepare a concise, well-organized, well-written presentation of its qualifications will be a consideration. Proposals shall be bound using a semi-permanent binding method to ensure pages are not lost. Pages shall measure 8.5 in. x 11 in. except for charts, exhibits, and other illustrative and graphical information which may be submitted on 11 in. x 17 in. paper and folded to 8.5 in. x 11 in. The Offeror’s firm name should appear on each page of the proposal. Color photographs, renderings, and brochures, if any, shall be adequately bound and suitably protected for handling and circulation during review and evaluation. Any information that needs to be returned should not be submitted.

PM, adjust Based on format preferred for submittal.

Proposal Content: In order to be considered responsive, Proposals shall be submitted with the information requested below:

**1. Title Page:** The title page must display the name of the proposal, the project name and RFP number, and the Offeror’s firm name, address, phone number, and email address. Identify the primary contact person for the project, including a phone number and email address.

**2.** **Proposal Transmittal Form** (Attachment 1): Completed and signed by a representative of the firm authorized to bind the Offeror to a contract.

**3. Table of Contents:** The Proposal must contain a detailed table of contents listing major sections and subsections that correspond to the requirements of the RFP. The table of contents should also list any appendices, if applicable.

**4. Letter of Interest:** Must include the following:

a. Offeror’s statement of interest in being selected for the Project;

b. Offeror’s information including years of service of the firm, office location(s), number of employees and their disciplines within each office;

c. Location of the project manager/principal-in-charge for the Project;

d. Statement of the commitment of the key personnel identified in the Proposal to the degree required to meet the University’s schedule and quality requirements;

e. A summary of key points regarding the Offeror’s qualifications;

f. Statement that the Offeror will comply with all Federal, State, and Local laws and regulations;

g. Statement that the Offeror will comply with all University of Alaska policies and regulations;

h. Statement of Offeror’s employment practices regarding women and minorities;

i. Original signature of a representative of the firm authorized to bind the Offeror

**4. Project Approach:** Provide a concise description of how the Offeror intends to organize its approach to this Project. Provide a description of any teaming arrangements.

**5. Staffing:** The Offeror must describe in detail the personnel and management structure of the proposed team for this Project.

a. Identify key personnel who are anticipated to be assigned to the project including the project manager and principal-in-charge (of the design), and the people who will be responsible for ensuring personnel and other resources are available for this project, contract administration, design management, quality control, and timeliness of the Offeror’s performance.

b. Identify any other projects the key personnel will be involved with concurrently and a percentage of their time committed to each project.

c. Identify other key members of the proposed team, including subconsultants, who will provide special expertise, or will perform key tasks. Describe their roles.

d. Provide a project organization chart that identifies the proposed team for this Project, where the key members are located, the firms they are associated with and the reporting structure.

It is anticipated that the following disciplines will be important to the project:

[PM EDIT LIST AS NEEDED]

Civil

Architectural

Laboratory Design Specialist

Structural

Mechanical

Electrical

Cost Estimating

Hazardous Materials/Asbestos Abatement (very limited scope)

Energy

[Add or delete as needed]

**6. Related Experience:** The Offeror must have extensive demonstrable experience in [insert experience needed here, such as deferred maintenance and code corrections projects, revitalizing old labs to modern labs, and innovative teaching and research space design].

Provide evidence of previous similar projects for which the firm, key personnel, and other key members, including subconsultants, have performed comparable services. The Offeror is required to list no more than five (5) most recent, relevant projects **plus** any projects selected by the Offeror that demonstrate relevant experience. The total number of projects listed shall not exceed a combined total of fifteen (15). Added consideration will be given to Offerors with experience relevant to the type (e.g. size, schedule, scope and geographic region) and programmatic use of the proposed project. Responses shall be succinct and sufficient to address the applicable criteria. Excessive responses will not be given any additional weight during the proposal evaluation.

PM, adjust the ## of projects based on the size of the project.

A detailed description of the information requested for evaluation is as follows:

1. Project title and location
2. Year design and construction were completed
3. Value of the design contract and value of the construction cost including change orders
4. Project Owner’s name and the name, telephone number, and email of the Owner’s point of contact
5. A brief description of the project and its relevance to this Project, including scope, size, cost and/or similar design features. The information may contain photographs, floor plans, or other graphical information about the project.
6. Firms, including subconsultants, involved with the listed project

The University reserves the right to investigate referenced projects, contact references, and research projects that the Offeror has worked on. For each project referenced, clearly identify any unresolved changes, claims and lawsuits, or insurance claims, and explain in detail the alleged basis of any litigation or lawsuit and the results, including settlement amount, if settled.

**7.** **Active Projects:** Provide a list of active projects in the Offeror’s office, including contract amount and current phase.

**8. Resumes:**

a. Provide resumes, in a common format, of each key personnel proposed for this Project, focusing on experience relevant to this Project (limit 2 pages each).

b. Provide a matrix indicating which key personnel and team members worked on the projects listed under Related Experience, and in what capacity.

**9. Business License:** Offeror must provide a valid Alaska Business License, or proof of application in the Proposal. All subconsultants are required to have a valid Alaska Business License, or proof of application in the Proposal. Copies of licenses and/or applications will be required prior to Contract Award.

**10. Professional Registration:** Provide proof of professional registration in Alaska for each individual on the proposed team for this Project who will seal and sign the design documents for the work done under each discipline.

**11. Insurance:** Provide evidence of ability to obtain insurance at the limits required in the Professional Services Agreement, including professional liability insurance when required. Refer to Attachment 2 of this RFP for an example of the Agreement that will be used.

**12. References:** Provide a list of references (minimum of three) with contact information

a. Send copies of the Owner/Client Past Performance Survey (Attachment 3 of this RFP) directly to three of the Offeror’s listed references. The references should be instructed to return the Survey directly to the University’s designated contact. The surveys must arrive at the University on or prior to the date provided on the survey.

PM, address specific subconsultants required to submit owner/past performance surveys.

b. Any major subconsultant is also required to provide Owner/Client Past Performance Surveys for three projects.

c. Offerors may use references provided for other University of Alaska projects that have been submitted in the last 24 months.

# SECTION C – PROPOSAL EVALUATION

## Scoring Methodology

**Basis of Award:** Proposals will be evaluated by a Selection Committee using the criteria outlined in this section of the RFP. Pending the availability of funding, a Contract will be awarded to the highest ranked, responsive, responsible Offeror whose Proposal conforms in all essential aspects to the solicitation requirements. The ranking will be based on the combined score of initial evaluation, interview rating and past performance surveys.

**Preliminary Administrative Review:** Proposals will be reviewed for timeliness, completeness, and compliance with submittal requirements, and all other requirements of this RFP. Proposals which fail to comply with the essential requirements will be rejected as non-responsive and will be eliminated from further consideration.

PM, selection committee shall consist of staff faculty and/or administration that best represents the university community. A non-UA rep should also be considered.

**Selection Committee:** The University will designate a Selection Committee to evaluate the Proposals. The Committee shall consist of University Employees including technical and non-technical representatives. Committee members may also consist of non-university employees.

**Selection Committee Evaluation:** Proposals will be evaluated by the Selection Committee utilizing the evaluation criteria outlined in this RFP. Based on the initial evaluation score, it is the intent of the University to identify a “short-list” of up to five (5) Offerors who, in the opinion of the University, are most qualified to be interviewed. The short-list determination will be based on evaluation of the Offeror’s Proposal for prime consultant **and** subconsultants. All Offerors will be notified of which Offerors are on the short-list. Offerors on the short-list will be interviewed, and a final selection of one qualified Offeror will be made based on the combined ratings from the initial evaluation, interview rating and past performance surveys. A Notice of Intent to Award a Contract to the selected firm will be issued to all Offerors. The evaluation and selection process is in accordance with Alaska Statutes 36.30, the University’s procurement regulations, policies, and procedures, and the requirements of this RFP.

## Evaluation Criteria

A. Initial Evaluation: Offerors written Proposal by the Selection Committee, emphasis will be placed on the following criteria (Maximum 100 points):

1. Evidence of employment practices with regard to women and minorities (0 or 7 points)
2. Years of service of the prime consultant and subconsultants (1 point per two years up to 5 points)
3. Proximity of office that will perform principal work on project (0 different state, 5 different region, 10 points same region)
4. Project staffing and commitment of key personnel for this Project (23 points)
   1. Are the project manager and principal-in-charge (if different) experienced with similar projects?
   2. Are key personnel of the team experience with similar projects
   3. Is there sufficient staffing in each discipline to perform the services required in the RFP
5. Relevant experience of the Offeror and proposed team (35 points)
   1. What is the Offeror’s experience with similar projects (scope, size, location)?
   2. What is the proposed team’s experience with similar projects?
   3. Has the team worked together on similar projects?
   4. Does the Offeror and the proposed team have experience designing in (insert region of the state)
6. Cost control and scheduling (10 points)
   1. Does the Offeror and the proposed team demonstrate proficiency in project scheduling and cost control?
7. Current work load and ability of team to perform within the proposed schedule (10 points)
   1. Does the team demonstrate their current work load and staffing will enable them to accommodate this project?

B. Interview Evaluation: (Maximum 70 points)

1. Proposed project organization (20 points)
   1. Completeness of the Offeror’s and proposed team for the project.
      1. Is there expertise to address all issues?
      2. What is the quality of technical and managerial organization?
   2. Past performance of the proposed team.
      1. Has the team worked together successfully in the past?
      2. Have key personnel listed in the project staffing plan worked together before?
2. Project understanding and work plan (25 points)
   1. Does the team present an organized work plan to address the program needs, cost, and schedule?
   2. Are the milestones, design phases, and associated project task understood and addressed in the work plan?
3. Qualifications and ability to perform (25 points)
   1. Did the Offeror identify any distinct and substantive qualifications for undertaking the proposed contract relevant to the required services?
   2. Does the team have special expertise on projects of similar scope, size, and location?

C. Past Performance Evaluation: (Maximum 30 points)

1. Has the firm overall performed satisfactorily?
2. Has the quality of documents been satisfactory?
3. Did the firm adhere to contract schedules and construction cost control?
4. Has the firm been cooperative and businesslike?
5. Did the initial price (contract amount) and control of contract changes meet expectations?

**[Insert Project Name]**

# ATTACHMENTS

# ATTACHMENT 1

## Proposal Transmittal Form

Offeror Name:

Address:

Telephone Number: ( )

Tele Fax Number: ( )

Email Address

The Offeror has made true and accurate representations, certifications, and statements regarding its status and its submittal in the **REPRESENTATIONS, CERTIFICATION AND STATEMENT OF OFFERORS.**

The Offeror acknowledges receipt of the following addenda:

ADDENDUM DATE

ADDENDUM DATE

ADDENDUM DATE

ADDENDUM DATE

NOTE: If the Offeror is composed of more than one firm, i.e., Joint Venture, attach a list all firms using the above format and each, and complete the Representations, Certifications, and Statements by Offerors for each. Clearly identify the one firm authorized to act in behalf of all participating entities.

**Certification:**

I certify that I am a duly authorized representative of the firm(s) listed above, that information and materials enclosed with this proposal accurately represent the capabilities of the firm(s) to provide the services indicated in compliance with the requirements of the solicitation. The University of Alaska is hereby authorized to request from any individual any pertinent information deemed necessary to verify information regarding capacity of the firm to provide high quality service and complete the subject project on schedule and on budget.

Signature: Date:

Name: (Please Type/Print)

Title: (Please Type/Print)

## Representations, Certifications and Statement of Offerors

**1. TYPE OF BUSINESS ORGANIZATION**

The Offeror, by checking the applicable box, represents that:

a. It operates as

□ a corporation incorporated under the laws of the State of ,

□ an individual,

□ a partnership,

□ a nonprofit organization, or

□ a joint venture; or

b. If the Offeror is a foreign entity, it operates as

* a corporation registered for business in the Country of ,
* an individual,
* a partnership,
* a nonprofit organization,
* a joint venture.

**2. PARENT COMPANY INFORMATION**

The Offeror by checking the applicable box, represents that:

* It is independently owned and operated and it is not owned or controlled by a parent company or parent organization.
* It is not independently owned and operated; it is owned or controlled by a parent company or parent organization; and the full name and address of the Offeror's parent company or parent organization is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
* If not independently owned and operated, the parent company or parent organization's Taxpayer Identification Number (TIN) or Employer Identification Number (E.I. No.) is

,

**3. TAXPAYER IDENTIFICATION**

1. Definitions

i. "Common parent," as used in this solicitation provision, means an Offeror that is a member of an affiliated group of corporations that files its federal income tax returns on a consolidated basis.

ii "Corporate status," as used in this solicitation provision, means a designation as to whether the Offeror is a corporate entity, an unincorporated entity (*e.g*., sole proprietorship or partnership), or a corporation providing medical and health care services.

iii. "Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the Offeror in reporting income tax and other returns.

b. The Offeror is required to submit the information required in paragraphs (c) through (e) of this provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in 4.902(a), the failure or refusal by the Offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.

c. Taxpayer Identification Number (TIN) of Offeror:

(Offeror is required to fill all appropriate blank(s) and/or check all applicable statement(s).)

□ TIN:

□ TIN has not been applied for.

□ TIN is not required because:

□ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States. and does not have an office or place of business or a fiscal paying agent in the United States.

□ Offeror is an agency or instrumentality of a state or local government.

□ Other: Explain basis

d. Corporate Status of Offeror:

(Offeror is required to check all applicable statement(s).)

* Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services
* Other corporate entity
* Not a corporate entity
* Sole proprietorship
* Partnership
* An entity described in 26 U.S.C. 501(c)(3) that is exempt from taxation under 26 U.S.C. 501(a)

e. Common Parent:

(Offeror is required to fill all appropriate blank(s) and/or check all applicable statement(s).)

□ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

□ Name and TIN of Offeror's common parent:

Name

TIN

f. If the Offeror is a Joint Venture, the Offeror shall make copies of this representation and complete one for each entity in the venture. Each copy of the representation must be marked to identify the venturer to which it applies. Offeror shall specify here the names and full addresses of the entities which make up the Joint Venture, if applicable.

* Joint Venture consists of:

(Offeror must list name and address of all entities)

(Attach additional sheet(s) if necessary.)

**4. CONTINGENT FEE REPRESENTATION AND AGREEMENT**

(Note: The Offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulations.)

a. Representation. The Offeror represents that, except for full-time bona‑fide employees working solely for the Offeror, the Offeror:

i. ( ) has, ( ) has not employed or retained any person or company to solicit or obtain this contract; and

ii. ( ) has, ( ) has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

b. Agreement. The Offeror agrees to provide information relating to the above Representation as requested by the University and, when subparagraph (a) (1) or (a) (2) is answered affirmatively.

**5. AUTHORIZED NEGOTIATORS**

The Offeror represents that the following persons are authorized to negotiate on its behalf with the University in connection with this solicitation: (List names, titles, and telephone numbers of the authorized negotiators).

**6. BUSINESS LICENSE**

Business License No.:

**7. PLACE OF PERFORMANCE**

a. The Offeror, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the Offeror as indicated in this offer.

b. If the Offeror checks "intends" in paragraph (a) above, insert in the spaces provided below the required information:

Place of Performance (Street Address, Name and Address of Owner and Operator of the Plant or City, County, State, Zip Code) Facility if other than Offeror.

**8. SMALL BUSINESS CONCERN REPRESENTATION**

The Offeror represents and certifies as part of its offer that it ( ) is, ( ) is not a small business concern and that ( ) all, ( ) not all end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico or the Trust Territories of the Pacific Islands. "Small business concern," as used in this provision, means a concern, including its affiliates, which is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards specified elsewhere in this solicitation.

**9. SMALL** **DISADVANTAGED BUSINESS CONCERN REPRESENTATION**

a. The Offeror represents that it ( ) is, ( ) is not a small disadvantaged business concern.

b. Definitions.

i. “Asian‑Indian American," as used in this provision means a U.S. citizen whose origins are in India, Pakistan, or Bangladesh.

ii. "Asian‑Pacific American," as used in this provision means a U.S. citizen whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands, the Northern Mariana Islands, Laos, Cambodia, or Taiwan.

iii. "Native Americans," as used in this provision, means U.S. citizens who are American Indian, Eskimo, Aleut, or native Hawaiian.

iv. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

v. "Small disadvantaged business concern," as used in this provision means a small business concern that is (1) at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals or (2) has its management and daily business controlled by one or more such individuals.

c. Qualified Groups. The Offeror shall presume that socially and economically disadvantaged individuals include: Black Americans, Hispanic Americans, Native Americans, Asian‑Pacific Americans, Asian‑Indian Americans, and other individuals found to be qualified by the US. Small Business Administration under 13 CFR 124.1.

**10. WOMAN‑OWNED SMALL BUSINESS REPRESENTATION**

a. Representation. The Offeror represents that it ( ) is, ( ) is not a woman‑owned small business concern.

b. Definitions.

i. "Small business concern," as used in this provision, means a concern including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

ii. "Woman‑owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

**11. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS**

The Offeror represents that:

a. It ( ) has ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation the clause originally contained in Section 310 of Federal Executive Order No. 10925, or the clause contained in Section 201 of Federal Executive Order No. 11114

b. It ( ) has ( ) has not, filed all required compliance reports; and

c. Representations indicating submission of required compliance reports, by proposed subcontractors, will be obtained before subcontract awards.

**12. CERTIFICATION OF NONSEGREGATED FACILITIES**

“Segregated facilities,” as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas,

a. transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

b. By submission of this offer, the Offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

c. The Offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will ‑-

i. Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

ii. Retain the certifications in the files; and

iii. Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR**

**CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Non-segregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi‑annually, or annually).

**13. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY**

**MATTERS‑LOWER TIER COVERED TRANSACTIONS**

The Offeror assures that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Offeror agrees to insert this provision in lower tier covered transactions in accordance with federal rules and regulations implementing Executive Order 12549, the Government‑Wide Common Rule for Non‑Procurement Debarment and Suspension, and Federal Acquisition Regulations (FAR), 48 CFR Subpart 9.4.

**14. ASSURANCE OF FEDERAL COMPLIANCE BY THE CONTRACTOR**

This representation is applicable only if the Offeror is an educational institution, hospital, or other non‑profit organization.

By submitting this offer, an Offeror assures that if the primary source of funding for this solicitation is Federal, the Contractor agrees that it and its subcontractors shall comply with requirements of 2 CFR Grant and Agreements Part 200, as applicable.

**15. CERTIFICATE OF INDEPENDENT PRICING AND PLEDGE TO REFRAIN FROM ANTI-**

**COMPETITIVE PRACTICES**

By submitting this offer, the Offeror certifies that its Offer was independently arrived at and without collusion. Penalties for participation in anticompetitive practices are prescribed in AS 36.30, and include, but are not limited to, rejection of the offer, suspension, debarment, civil and/or criminal prosecution.

**16. PENALTY FOR FALSE STATEMENTS**

a. The penalty for false statements or misrepresentations in connection with matters relating to University of Alaska procurements or contracts is prescribed in AS 36.30.687. "Misrepresentation," as used here means a false or misleading statement of material fact, or conduct intended to deceive or mislead concerning material fact, even though it may not succeed in deceiving or misleading.

b. The penalty for making false statements in bids or offers relating to federal procurement matters is prescribed in 18 U.S.C. 1001.

**17. CERTIFICATION OF PROCUREMENT INTEGRITY**

By submitting its offer, the Offeror certifies it has no knowledge of any violation of any provisions of or regulations implementing the Office of Federal Procurement Policy Act (41 U.S.C. 423) applicable to activities related to this offer by any of its officers, employees, agents, or representatives covered by that Act.

**18. DRUG FREE WORKPLACE**

To the extent that any facilities, equipment, vessel or vehicle to be provided under this offer is to be used as a place of work by University of Alaska employees, the Offeror certifies that it does and will maintain such place of work as a drug free workplace in compliance with the Drug Free Workplace Act of 1988 (41 U.S.C. 8101 *et seq).* subject to all the sanctions and penalties in that Act. To this end the Offeror represents that it is in compliance with the requirements of the clause prescribed by the Federal Acquisition Regulations (FAR) 52.223‑6 (A copy of the FAR 52.223‑6 clause is available from the office issuing this solicitation upon request.)

|  |  |
| --- | --- |
| **See Agreement Provisions for additional details, specifically relating to:** | |
| **Article 6** | **Equal Employment Opportunity and Non-Discrimination** |
| **Article 8** | **Interest of Member of or Delegate to Congress** |
| **Article 22** | **Anti-Kickback Provisions and Covenant Against Contingent Fees** |
| **Article 23** | **Contract Work Hours and Safety Standards Act** |
| **Article 24** | **Clean Air and Water** |
| **Article 25** | **Procurement of Recovered Materials** |

**OFFEROR CERTIFICATION AND REPRESENTATION SIGNATURE**

By signing below, the Offeror represents that all of its statements, certifications, and representations, and other information supplied herein are true and correct as of the date of submittal of this offer.

**OFFEROR:**

(Type or Print Company Name of Offeror)

**AUTHORIZED SIGNATURE:**   **DATE:**

(Type or Print Name and Title)

Mailing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Seal if Proposal by Corporation) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# ATTACHMENT 2

## Professional Services Agreement with Exhibits

**UNIVERSITY OF ALASKA**

**Facilities Services**

**Division of Design and Construction**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT,** effective on this date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by and between the UNIVERSITY OF ALASKA, hereinafter called the "Owner", and the Contractor:

Name

Address

State, City, Zip

Telephone:

Fax:

Email:

hereinafter called the "Contractor".

**WITNESSETH**

**WHEREAS**, the Owner proposed to proceed with

Project Name

Project No.:

**WHEREAS**, the maximum amount payable to the Contractor under this Contract as set out in Article 4 shall not exceed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AND NO/100TH DOLLARS ($\_\_\_\_\_\_\_\_\_\_) except as modified in writing in accordance with the terms herein. This Contract **(is or is not)** funded by the Federal Government.

**NOW, THEREFORE**, the Owner and the Contractor, in and for the considerations and promises hereinafter set forth agree as follows:

**ARTICLE 1. THE PROJECT**

1.1 **DESCRIPTION**: The Owner does hereby engage the Contractor to perform for the Owner, under the terms and conditions of this Contract, all services for the design and all architectural services incidental to the construction of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1.2 **BUDGET**:

1.2a The project shall be designed so that Project Construction Costs (PCC), as defined in Article 10, shall not exceed the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AND NO/100TH DOLLARS ($\_\_\_\_\_\_\_\_\_\_).

1.2b The Owner has furnished to the Contractor a written program of the requirements for the project titled Project Program, a copy of which is attached hereto as Exhibit F and, by reference thereto, is made a part of this Contract. This program shall be considered as guidelines for design.

1.3 **TIME SCHEDULE**: The time schedule for the work to be performed by the Contractor on the project shall be as set out in Exhibit E attached hereto and, by this reference, made a part hereof. The Contractor shall periodically reevaluate this time schedule. If at any time the time schedule appears to be unrealistic, the Contractor shall so notify the Owner in writing. Changes from said time schedule will be allowed only when approved in writing from the Owner.

**ARTICLE 2. BASIC SERVICES OF THE CONTRACTOR**

2.1 **GENERAL ITEMS**:

2.1a **Technical Accuracy Responsibility:** The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in his designs, drawings, specifications, and other services.

2.1b **Non-Waiver of University's Rights:** Neither the Owner's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the Owner in accordance with applicable law for all damages to the Owner caused by the Contractor's negligent performance of any of the services furnished under this Contract.

2.1c **Asbestos or Asbestos-containing Materials:** The Contractor shall not recommend, specify, or incorporate in any manner in the work product of this Contract asbestos or asbestos‑containing materials. The Contractor shall, if required by the Owner prior to final payment, certify that it has not recommended, specified or incorporated asbestos or asbestos‑containing materials in the Work required under this Contract.

2.1d **Applicable State and Federal Codes:** The Contractor shall use due care and reasonable professional and technical skill to provide all designs, drawings, specifications and other services in accordance with sound, cost‑effective and accepted principles of design practice conforming to all applicable state and federal codes, regulations, and statutes.

2.1e **Safety Requirements:** Contractor must comply with applicable federal OSHA standards, including 29 CFR 1960.10 (a-d), and safety standards adopted by the State of Alaska Department of Labor. All Contractor personnel are required to wear personal protective equipment, including but not limited to, hard hat, safety vest, appropriate footwear, safety glasses, and hearing protection when on any Owner construction work site.

2.1f **Policies and** **Regulations:** Contractor shall comply with all Owner of Alaska Policies, including, but not limited to, Nondiscrimination, Protection of Minors and Title IX Compliance, speed limits, prohibition of firearms on campus, and prohibitions on use of alcohol, drugs or tobacco products on university property. Contractors are expected to report any and all incidents relating to discrimination, protection of minors or Title IX compliance to a University Official immediately. Failure to report will be grounds for the University to take immediate action, which may include, but is not limited to, contract termination. The University will provide copies of applicable policies upon request. See full Nondiscrimination statements at http://www.alaska.edu/nondiscrimination/.

2.1g **Contractor Indemnification to University:** The Contractor shall indemnify and hold harmless, the Owner, which includes the Board of Regents, from and against any claim of, or have liability for negligent acts, errors or omissions of the Contractor under this Agreement. The Contractor shall not be required to indemnify the Owner for a claim of, or liability for, the independent negligence of Owner. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Owner, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. “Contractor” and “Owner” as used within this article, includes the employees, agents, and other consultants who are directly responsible, respectively to each. The term “Independent Negligence” is negligence other than in the Owner’s selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor’s work.

2.1h **Insurance:** It is agreed that the Contractor, and any subcontractor, shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the insurance and endorsements required under this Clause, and to provide within (10) days of the Notice‑of‑Intent‑to‑Award a contract and prior to receiving a fully executed contract, proof of insurance and endorsements of the kind and amounts stated. Limits may be a combination of primary and excess (umbrella) policy forms. Without limiting its indemnification, the Contractor shall maintain, until acceptance of the project by the Owner, coverage of the kinds and minimum amounts set forth below.

All insurance limits are minimum. If the Contractor’s policy contains higher limits, the Owner shall be entitled to coverage to the extent of such higher limits. The Owner, at its sole discretion, may raise or lower the limits required. Certificates of Insurance and Endorsements, on forms reasonably acceptable to the Owner, must provide for a 30-day prior notice to the Owner of cancellation or non-renewal of the policies except in the event of non-payment of premium, in which case, ten (10) days prior notice shall be provided. Failure to furnish satisfactory evidence of insurance or endorsements or lapse of a policy is a material breach and grounds for termination of the Agreement. All certificates shall reference the policy number and this Contract. The Owner is the “University of Alaska” and is to be so identified on all certificates.

PM, approval from EHSRM to modify this when TPC exceeds $10M or the project is overly complex and requires high degree of design effort.

2.1h.1 **Professional Liability Insurance:** The Contractor shall provide and maintain, through the term of this Contract, professional liability insurance and shall require each of its subcontractors (subconsultants) for professional services to provide professional liability insurance for the performance of work under this Contract, with a per claim and per policy year limit of liability of $1,000,000 minimum. The policy shall be obtained from an insurance company licensed to do business in the State of Alaska and shall remain in effect until three (3) years after the substantial completion of the construction contract of the project.

2.1h.2 **Workers' Compensation and Employers Liability Insurance:** The Contractor shall provide and maintain, for all employees of the Contractor engaged in work under this Contract, Workers' Compensation Insurance as required AS 23.30. In accordance with AS 23.30.045, the Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who directly or indirectly provides services under this Contract. This coverage must include statutory coverage for states in which employees are engaging in work. If there is an exposure of injury to contractor’s employees under the U.S. Longshoremen’s and Harbor Workers’ Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims. Each Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the Owner.

2.1h.3 **Commercial General Liability Insurance:** The Contractor is required to provide Commercial General Liability (CGL) insurance with limits not less than $1,000,000 combined single limit per occurrence and $2,000,000 in the aggregate not excluding premises operations, independent contractors, products, and completed operations, broad form property damage, blanket contractual, explosion, collapse, and underground hazards. Limits may be a combination of primary and excess (umbrella) policy forms. The CGL policy shall be endorsed to provide that the insurance shall apply as primary insurance and that any insurance or self-insurance carried by the Owner will be excess only and will not contribute with the insurance required by this Agreement. Each CGL policy required of the Contractor and subcontractors by this Agreement shall be endorsed to name the Owner as an additional insured. CGL insurance shall be on an occurrence and not a “claims made” basis. Each General Liability policy shall be endorsed with a waiver of subrogation in favor of the Owner.

2.1h.4 **Business Auto Liability Insurance:** Contractor is required to maintain automobile liability insurance with a limit of not less than $500,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Each policy required of the Contractor and subcontractors by this Agreement shall be endorsed to name the Owner as an additional insured and shall be endorsed with a waiver of subrogration in favor of the Owner.

2.1h.5 **Proof of Insurance:** The Contractor shall furnish the Owner with a Certificate of Insurance or, where requested by the Owner, the policy declaration page, with required endorsements attached thereto showing the type, amount, effective dates, and dates of expiration of all policies. The Contractor agrees, to the extent and in the manner required by the Contracting Officer, to submit for the approval of the Contracting Officer, copies of any insurance policies maintained by the Contractor specified in connection with the performance of this contract.

2.1i **Subcontractors Agents of Contractor:** Subcontractors designated by the Contractor (the written approval of the Owner having first been obtained) to perform mechanical, electrical, civil, architectural or structural design, if required by the Scope of Work, shall be the responsibility of, the agent for, and paid by, the Contractor. Subcontractors shall not be agents or independent contractors of the Owner.

PM, adjust for the project

2.1j **Review Sets:** The Contractor shall provide to the Owner for review a maximum of \_\_\_\_\_ ( ) sets of the documents upon completion of each phase of the Contractor's services. This is a reimbursable expense.

2.1k **Design Review:** The Owner will review the design documents submitted by the Contractor at the end of each phase of the Contractor’s services which includes, but is not limited to, Schematic Design, Design Development, and Construction Documents. The intent of each review is to ensure conformance with the project’s stated goals, program, scope of work, and University of Alaska Design Standards. The Contractor shall respond to all review questions and comments from the Owner. At the end of each review, the Contractor and the Owner may meet, at the Owner’s sole discretion, to reconcile design review comments with Contractor responses.

2.1l **Disruption of Work Notice:** The Contractor shall notify the Owner in writing when orderly progress of the work is being disrupted by failure of the Owner to provide information as required in Article 5.

2.1m **University's Project Number on Documents:** All correspondence, drawings, and other documents submitted by the Contractor must bear the Owner's project number and title and must be signed or initialed by the Contractor's project manager to acknowledge that the submissions have been checked for accuracy.

2.1n **Title Block:** All drawings and specifications for the project must bear uniform project number and title, coordinated with the Owner. The title block is to be placed along the right margin of each sheet with sheet number on the bottom. Each drawing sheet shall have adequate space in the lower right corner to accommodate a 3"w x 2"h "Conformed Document" stamp placed above a 3"w x 2"h "As-Built" stamp.

2.1o **Identification of** **Review Sets:** All drawings and specifications submitted for reviews and approvals must be marked "Schematic Design Review Set", "Design Development Review Set", "Construction Document Review Set" or with a similar phrase.

2.1p **Drawing Size:** All final drawings in the Schematic Design Services, Section 2.3; Design Development Services, Section 2.4; and Construction and Bid Documents Services, Section 2.5; shall be ANSI D 22" x 34”, and shall be in accordance with the UAF CADD Standards. All text styles and fonts are to be of standard AutoCAD format. All externally referenced drawings, and color-dependent plot styles (ctb), must also be included with the main drawings.

2.1q **AutoCAD Format:** All drawings furnished to Division of Design and Construction shall be in AutoCAD format having downward-capability of version 2010. The Owner and the Contractor may mutually agree to utilize the Building Information Modeling software Revit from Autodesk. Any other software used by Contractor must have the DXF command capability.

2.1r **Alaska Product Preference:** Pursuant to Alaska Product Preference requirements in AS 36.30 and AS 36.15, the Contractor will be required to specify in its design work under this Contract those Alaska Products and Alaska Forest Products certified by the Department of Commerce and Economic Development (DCED) as having been produced in Alaska where it is practicable, available, economical, and of like quality compared with products produced outside of Alaska. The DCED publishes a list of certified products semi-annually; the Contractor shall obtain and maintain a copy of the current list. The Contractor is responsible for obtaining manufacturer's technical literature to be used as a basis of design.

2.2 **PRELIMINARY PLANNING SERVICES**

2.2a **Planning Services and Special Analysis:** Making, or assist in making, planning surveys and special analysis of the Owner's needs and requirements for the project or preparing or assisting in the preparation of the Owner's program.

2.2b **Feasibility Study and Reports:** Conducting a feasibility study and providing a report which details the appropriateness and adequacy of the total project scope and budgeted construction funds (including any construction contingency funds identified by the Owner).

2.2c **Environmental Evaluation Determination:** Determining if an environmental evaluation of the project is required by federal or state laws or regulations.

2.3 **SCHEMATIC DESIGN SERVICES**:

2.3a **General and Detailed Requirements for the Project:** The Contractor shall consult with the Owner to ascertain and confirm the general and detailed requirements for the project as indicated in the Owner's Program and Design Standards.

2.3b **Conceptual Design Conferences:** The Contractor shall conduct \_\_\_\_\_\_ ( ) conceptual design conferences with the Owner as required. The Contractor shall take minutes and notes at the meetings and prepare written minutes, subject to Owner approval, for the Owner to distribute to all attendees.

2.3c **Soils Investigations:** The Contractor shall obtain and be responsible for all soils investigations. The Contractor shall furnish the services of a soils engineer or other consultants when such services are deemed necessary by the Contractor, including reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion, resistivity tests, and other necessary operations for determining subsoil, air, and water conditions, with appropriate professional interpretations thereof to enable the Contractor to adequately design the foundation for the project and any other subsoil problems that could arise.

2.3d **Land Survey:** The Contractor shall furnish a land survey of the site, prepared by a registered land surveyor, giving applicable grades, lines of streets, alleys, pavements, and adjoining property, right‑of‑way, restrictions, easements, encroachments, zoning deed restrictions, boundaries and contours of the site, locations, dimensions, and complete data pertaining to existing buildings, other improvements and trees, and information concerning location of service and utility lines both public and private, above and below grade, including inverts and depths as indicated by available records. The Contractor shall be responsible for setting of control points which shall be adequate to locate the final project.

2.3e **Narrative**/**Schematic Design Studies:** The Contractor shall prepare for the Owner's approval a narrative including schematic design studies, specifications, and drawings as defined below and in Attachment A incorporating the program requirements. The Owner may require the narrative, specifications and drawings to be revised prior to acceptance. An acceptable design concept shall be approved by the Owner.

2.3f **Architectural Rendering:** The Contractor shall provide a full color, matted and framed, architectural rendering for the schematic drawing approved by the Owner.

2.3g **Narrative Submittal:** The Contractor shall submit to the Owner a narrative as detailed in Attachment A, and shall include the following:

2.3g.1 **Projected Estimated Construction Cost:** A statement of estimated construction cost of the project presented in a Construction Specifications Institute master format and projected to time of bid.

2.3g.2 **Materials, Labor, and Scheduling:** Projected availability of materials and labor, construction sequence and scheduling.

2.3g.3 **Meeting Record Minutes:** Owner/Contractor meeting record minutes and notes relating to decisions by Owner affecting Contractor scope of work and project scope of work.

2.3h **Drawings and Specifications:** Drawings and specifications shall specifically include the following items and items further defined in Attachment A:

2.3h.1 **Title Sheet and Site Plans:** Title sheet and site plan with details sufficiently developed to reflect the project's major civil engineering design concepts. The legal description of the site must appear on the site plan drawing.

2.3h.2 **Code Provisions:** Description of applicable code provisions for fire and life safety to include square footage, type of construction and occupancy, paths of egress, capacities, occupant loads, hazard classifications including maximum allowable quantities, control areas, and other pertinent considerations.

2.3h.3 **Regulatory Entities Preliminary Reviews:** The Contractor, through the Owner, shall obtain preliminary reviews as required by government or private entities which have regulatory power over the project.

2.3i **Reduced Size Approved Schematic Drawings:** The Contractor shall prepare an 11” x 17”" drawing, suitable for photocopy reproducing of site plans, floor plans, elevations, sections, and perspectives of the final approved schematic drawings.

2.4 **DESIGN DEVELOPMENT SERVICES**:

2.4a **Prior Written Approval of Schematic Design:** The Contractor shall not proceed with Design Development Services until written approval is obtained from the Owner. Nor shall the Contractor be entitled to any compensation under Article 4.4, Payment for Design Development Services, until said approval is obtained from the Owner. The approval of the Owner of the Schematic Design Services shall not be absolute and binding on the Owner (as to minor changes) as it is expressly agreed between the parties that changes in this phase of the Contract are normal and anticipated and will have to be made throughout the entire contract and design procedure.

These changes are part of the Design Development Services, and the cost of them is included in the compensation to be paid for the design development under Section 4.4, Payment for Design Development Services, of this Contract.

2.4b **Design Development (65% Complete) Documents:** The Contractor shall prepare, based upon the approved Schematic Design documents, Design Development documents consisting of plans, elevations, other descriptive drawings, and specifications as needed to establish and illustrate the size and character of the entire project. The Design Development documents shall be revised until an acceptable design has been approved by the Owner and in conformance with the program Exhibit F.

2.4c **Final Approved Design Development Documents:** The Contractor shall prepare the final approved Design Development documents in a form and style suitable for presentation and reproduction.

2.4d **Update and Expand the Narrative:** The Contractor shall update and expand the narrative as detailed in Attachment A and shall include the following:

2.4d.1 **Projected Estimated Construction Cost:** Updated statement of estimated construction cost of the project presented in a Construction Specifications Institute master format and projected to time of bid. Narrative to clearly indicate project cost impact difference from Schematic Design phase.

2.4d.2 **Materials, Labor, and Scheduling:** Updated projected availability of materials and labor, construction sequence and scheduling.

2.4d.3 **Tabulation of Areas:** Updated tabulation of land area, parking ratios, and building area.

2.4d.4 **Meeting Record Minutes:** Owner/Contractor meeting record minutes and notes relating to decisions by Owner affecting Contractor scope of work, project scope of work, project schedule and project cost at this phase of the design.

2.5 **CONSTRUCTION AND BID DOCUMENTS SERVICES**:

2.5a **Prior Written Approval of Design Development:** The Contractor shall not proceed with the Construction and Bid Documents Services, Section 2.5, until written approval of the Design Development Services and Schematic Design Services is obtained from the Owner. Nor shall the Contractor be entitled to any compensation under Article 4.5, Payment for Construction and Bid Documents Services, until said approval is obtained from the Owner.

The approval of the Owner of the Design Development Services shall not be absolute and binding on Owner and Contractor as to layout and configuration of the project or the rooms therein as it is expressly agreed to between the parties that minor changes in the design are normal and anticipated and will have to be made throughout the entire contract and design process. These changes are part of the Construction and Bid Documents Services, and the cost of them is included in the compensation to be paid for under Section 4.5, Payment for Construction and Bid Documents Services, of this Contract.

2.5b **Non-Delegation by Contractor:** The Contractor shall not delegate, through the bid documents, any service required of it by this Contract. Specifications addressing third party requirements or instructions, such as from a manufacturer, supplier or installer, must also state that the Contractor must review and approve all such requirements or instructions before compliance by the construction contractor. Additionally, the specifications must not require performance of any actions by a third party, such as a manufacturer, supplier, or installer. All such performance must be required of the construction contractor.

2.5c **Specification of More Than One Brand Name:** Notwithstanding the requirement of specifying Alaska Products, the Contractor shall, for all the material requirements of the design, specify at least two (2), and preferably three (3), brand names as a standard. Specifying one (1) brand name and provision for an equal will not be permitted, nor will a single brand name with no provision for an equal unless the Contractor submits written justification and receives approval of the Owner in accordance with University Policy and the University of Alaska Fairbanks Design Standards.

2.5d **Construction Document (95%** **Complete) Preparation:** The Contractor shall prepare, based upon the approved Design Development documents, an updated narrative, working drawings, specifications, and other contract documents setting forth in detail the scope of the project. Such documents shall describe materials, workmanship, finishes, equipment, and conditions affecting the work as required to be performed in all divisions of the construction work. The narrative, specifications and drawings shall include all elements detailed in Attachment A, and shall be submitted to the Owner for review at 95%.

2.5e **Update and Expand the Narrative:** The Contractor shall update and expand the narrative as detailed in Attachment A and shall include the following:

2.5e.1 **Statement of Estimated Construction Costs:** The Contractor shall submit to the Owner, when the Construction Documents are approximately ninety percent (95%) complete, a statement of estimated construction costs based on changes in materials, systems, or details of construction costs which occurred following design development approval, known changes in the cost of materials, labor, and services since the previous statement, and adjustments for anticipated changes in the bidding market relative to the project. Updated statement of estimated construction cost of the project presented in a Construction Specifications Institute master format. The Contractor's updated cost estimate shall include an itemization of alternative bids proposed and the estimated cost to be added to or deducted therefrom.

2.5e.2 **Materials, Labor and Scheduling:** Updated projected availability of materials and labor, construction sequence and scheduling. Narrative to address changes from Design Development phase.

2.5e.3 **Tabulations of Areas:** Updated tabulation of land area, parking ratios, and building area.

2.5e.4 **Meeting Record Minutes:** Owner/Contractor meeting record minutes and notes relating to decisions by Owner affecting Contractor scope of work, project scope of work, project schedule and project cost at this phase of the design.

2.5f **Applicable Statutes, Orders, and Codes:** In the preparation of the Contract Documents, the Contractor shall adhere to all applicable federal, state, and local statutes, administrative orders, and adopted codes in their latest updated revisions. Said code shall be a minimum design standard. Publications of industry institutes and associations shall be used for guidance, where applicable, and shall not be contravened without approval of the Owner.

2.5g **Comprehensive Drawings in Construction Specifications Institute (CSI) Format:** The Contractor shall prepare a comprehensive set of Construction Documents for the project with the specifications to be prepared in accordance to the Construction Specifications Institute, (CSI) Section Format and MasterFormat 2018, Master List of Section Titles and Numbers, as may be revised and updated. Drawings and specifications shall specifically include all necessary drawings required for bidding and construction of the project.

2.5h **Regulatory Entities Plan Preview:** The Contractor, through the Owner, shall submit documents for plan review and perform revisions as required by government or private entities which have regulatory power over the project.

2.5i **Bid Documents:** The Contractor shall prepare a comprehensive set of Bid Documents consisting of the bidding requirements and construction contract documents. The Contract Documents include the construction contract forms, conditions of the construction contract (general, supplementary, special), specifications, drawings, and addenda. Bidding requirement forms, contract forms, general conditions, supplementary and special conditions will be provided by the Owner. Preparation of forms, the bid schedule, and general requirements (Division 01) of the specifications shall be accomplished by the Owner in coordination with the Contractor. Technical specifications (Divisions 2‑49), drawings, and addenda shall be developed by the Contractor and approved by the Owner. All documents and specifications must be complimentary and compatible. Items in the technical specifications which expand or modify the conditions or general requirements must reference the appropriate section number and subparagraph changed.

2.5j **Produce Review Sets of Documents for Final Review:** The Contractor shall provide a maximum of \_\_\_\_\_ ( ) sets of reproducible construction contract drawings and \_\_\_\_\_ ( ) copies of the specifications for the Owner's final review and approval. Production of the review sets is a reimbursable expense. Review and approval of the drawings, specifications, calculations, and other Construction Documents by the Owner shall not relieve the designing Contractor of any responsibility for their completeness and accuracy.

2.5k **Reproducible Bid Documents:** The Contractor shall furnish to the Owner one electronic set of final Bid Documents (drawings and specifications) for printing and bidding purposes. All documents shall be in both original format (MS Word or AutoCAD/REVIT) and .pdf format (Adobe compatible). Bid drawings are to be furnished on acceptable electronic media with signed and dates seal of the architect or engineer.

2.5k.1 C**onformed Reproducible Construction Documents:** Within one-week following bid opening, the Contractor shall furnish to the Owner, one set of reproducible Construction Documents (drawings and specifications) conformed to incorporate all addenda items. Drawing and specifications are to be noted as "Conformed Drawings” on each sheet in a conspicuous location. Conformed drawings are to be furnished on acceptable electronic media without seal.

2.6 **BIDDING SERVICES**:

2.6a **Responses to Questions from Bidders:** The Contractor shall prepare responses to questions from bidders concerning clarification or interpretations of bidding documents which are requested by the Owner. The Contractor shall not respond directly to any bidder's questions without specific authorization from the Owner.

2.6b **Preparation of Addenda Documents:** The Contractor shall prepare addenda documents to be distributed by the Owner during the bidding period which may include clarifications or supplementary drawings, specifications, instructions, and notices of any changes in bidding procedures.

2.6c **Participation in Prebid Conference:** The Contractor shall participate in prebid conference and prepare record notes to Owner for distribution, bid opening, review and evaluation of bids, and recommendation for award of construction contract(s).

2.6d **Evaluation of Bids and Owner’s Options:** The Contractor shall participate with the Owner in evaluation of the bids received. If the lowest responsible bid received exceeds the projected construction cost, the Owner may, at its sole discretion, have the following options: (1) give written approval of an increase in the Project Construction Cost; (2) authorize rebidding of the project within a reasonable time; (3) require the Contractor to revise the scope of the project or its quality, or both, so as to reduce the Project Construction Cost, in which case, the Contractor shall, as mutually agreed, modify the construction documents, in order to bring the project within the project construction costs; or (4) abandon the project.

2.6e **Owner's Option for Contractor Construction Services:** In the event the Owner, at its sole discretion, elects to proceed with the project, the Owner shall have the option to elect to have the Contractor perform the work as set out in Section 2.7 of this Contract, Construction Administration Services (Time and Materials) or Construction Administration Services (Lump Sum). Said option by the Owner shall be exercised by giving the Contractor notice, in writing, to perform the Construction Administration Services within thirty (30) days from the date the contract for the construction of the project is awarded to a qualified bidder.

2.7 **CONSTRUCTION ADMINISTRATION SERVICES**: The Contractor shall provide the Owner with additional professional services during the construction of the project. The services to be performed upon the request of the Owner may include, but are not to be limited to, the following:

2.7a **Preconstruction Conference:** The Contractor shall attend the preconstruction conference and the periodic regularly scheduled progress meetings with the construction contractor.

2.7b **Submittals, Samples, and Shop Drawings:** The Contractor shall review and approve or disapprove submittals, samples, and shop drawings for compliance with the construction contract documents and within a time limit as set out in the construction contract documents.

2.7c **Proposed Changes to the Construction Contract:** The Contractor shall review and recommend approval of proposed changes to the construction contract upon request of the Owner. During this review process, the Contractor will verify that the change is, in fact, a change in the construction contract documents and that the corresponding costs and time included are appropriate for the change in the scope of the work.

2.7d **Periodic On-Site Inspections:** The Contractor shall provide periodic on‑site inspection services of the architectural, soils, structural, mechanical, and electrical construction work to determine compliance with the contract documents and workmanship standards. These periodic inspection trips will occur at critical points determined by the status of construction. The Contractor shall prepare a brief written report of the findings of the inspection to be forwarded to the Owner within two working days after each inspection trip. In the event the architect observes work which does not conform to the contract documents as specified, the Contractor shall so advise the Owner and recommend to the Owner a course of action with regard thereto.

2.7e **Interpretation of the Construction Contract Documents:** The Contractor shall assist the Owner on an on‑call basis in the interpretation of the construction contract documents.

2.7f **Project Record Drawings:** The Contractor shall maintain a master set of AutoCAD (or Revit) generated Contract Drawings during the construction phase by incorporating approved major design clarifications/variations and Owner approved changes to the Contract Drawings.

2.7g **Substantial Completion Inspection:** The Contractor, accompanied by its subcontractors, shall perform a substantial completion inspection of the completed construction and, as a result, prepare a deficiency list of items to be corrected. The Contractor shall provide the Owner with a set of AutoCAD. Revit generated contract drawings before Substantial Completion. The Contractor shall review red-lined as-builts prepared by construction contractor to ascertain that all changes have been incorporated.

2.7h **Final Acceptance Inspection:** The Contractor shall perform a final acceptance inspection and advise the Owner whether or not to accept the construction work as performed by the construction contractor. This inspection shall include a trip by the mechanical, electrical, and other subcontractors as appropriate. The Contractor shall review AutoCAD generated Record Drawings prepared by construction contractor to ascertain that all changes have been incorporated prior to final payment.

2.7i **Contractor's Periodic Application for Payment:** The Contractor shall review and recommend approval/disapproval of the construction contractor's periodic application for payment. During this review process, based upon the periodic onsite inspections under 2.7d, the Contractor shall certify that the work accomplished to date is in compliance with the construction contract documents. The Contractor shall recommend approval and/or disapproval of the periodic pay estimate within \_\_\_\_\_ ( ) working days. Three working days if no other period is inserted.

**ARTICLE 3. EXTRA SERVICES**

3.1 **GENERAL:** The Owner shall pay for the following Extra Services performed, furnished, or incurred by the Contractor in addition to the basic fee, provided the Owner has given prior written approval and the work is not caused by the fault of the Contractor:

3.1a **Fire or Other Damages or Construction Contractor Default:** Providing consultation or contract administration respecting replacement of any work damaged by fire or other cause during construction; providing professional services or arranging for the work to proceed should the contractor default in the performance of the construction contract or become delinquent or insolvent.

3.1b **Subcontractor Extra Services:** Providing services of subcontractors other than the normal architectural, structural, mechanical, electrical, and civil engineering services for the project.

3.1c **Owner-Supplied Items of Work:** Providing consulting services for Owner‑supplied items of work to be incorporated into the construction contract, unless said items are listed in the original Owner's project program.

3.1d **Future Facilities Design Services:** Providing design services relative to future facilities, systems and equipment which were not defined in the initial program and are not intended to be constructed as part of the project.

3.1e **Special Investigations:** Making investigations involving detailed appraisals and evaluation of existing facilities, surveys or inventories, and environmental impact statements required in connection with construction performed by the Owner.

3.1f **Equipment or System Assistance:** Providing extensive assistance in the utilization of equipment or system(s).

3.1g **Services After Final Certificate for Payment:** Providing services after issuance to the Owner of the final certificate for payment.

3.1h **Environmental Assessment:** Preparing an environmental assessment of the project, obtaining federal, state, and local reviews in accordance with applicable laws and regulations and revising as necessary.

3.1i **Environmental Impact Statement (EIS):** Preparing an Environmental Impact Statement (EIS) for the project; obtain federal, state, and local reviews in accordance with applicable laws and regulations and revise as necessary; and prepare any necessary design requirements, including such design requirements in the bid documents.

3.1j **Serves As Witness:** Preparing to serve, or serving as, witness in connection with public hearing, arbitration, or legal proceeding providing that such is not caused, or alleged to have been caused, by the actions of the Contractor.

3.1k **Measured Drawings:** Making measured drawings of existing construction when required, planning additions or alternations thereto.

3.1l **Additional Copies:** Providing additional copies of drawings, specifications, or contract documents as required. The Contractor shall be reimbursed for the actual cost of reproduction of the extra copies only as authorized by the Owner.

3.1m **Separate Bids:** Providing services for securing separate bids and for contract administration if major divisions of the construction work or separate bid packages are requested by the Owner.

3.1n **Furniture, Fixtures, and Equipment**: Providing a drawing showing the location of the furniture in each room. The furniture and equipment as outlined in the program document Exhibit "F" shall be laid out to the same scale as the floor plans submitted.

3.1o **Brochures, Graphic, Presentations, or Professional Models:** Providing brochures, special graphic presentations or details, and professionally built architectural models.

3.2p **Temporary Suspension of the Project:** Preparing the project for temporary suspension by the Owner or for recommencement of the project after any suspension period, providing that any temporary suspension or recommencement of the project is first affirmed in writing by the Owner.

3.1q **Additive and Deductive Alternates:** Preparing of additive and deductive alternates drawn or specified by the Contractor, providing the alternates were drawn or specified at the written request of the Owner and are not for the purpose of reducing the estimated project construction cost to conform to the amount indicated in this Contract for the project construction cost.

3.1r **Guarantee Period Related Work:** Assisting the Owner during the guarantee period of the construction contract(s) in securing the correction of defects that become apparent and making an inspection of the project immediately prior to the expiration of the guarantee period.

3.1s **Artist Coordination Related Work:** Coordinating with artist(s) approved by the Owner to identify installation, structural, utility or other service requirements for selected work(s) of art and assure that all such requirements are integrated into the bid documents.

3.1t **National Historic Register Determination:** Determining if the proposed project site is listed or would possibly be eligible for the (Federal) National Historic Register; coordinate with the Alaska Department of Natural Resources to determine if the department desires to survey the site for historic, prehistoric, or archaeological value in accordance with AS 41.35.070; obtain written site clearance, or a statement of nonconcurrence explaining the reasons therefore, from the State of Alaska Historical Preservation Officer.

**ARTICLE 4. COMPENSATION**

4.1 **PAYMENT FOR BASIC SERVICES OF THE CONTRACTOR**: It is the expressed intent of the parties that the Contractor shall receive no additional payment for work done under Section 2.1 of Article 2, Basic Services of the Contractor, as the compensation for this work required of the Contractor is included in Articles 4.2 through 4.6 of the Contract. All fees to the Contractor shall be subject to and conditional upon all of the provisions and conditions of this Contract being fulfilled by the Contractor.

4.2 **PAYMENT FOR PRELIMINARY PLANNING SERVICES**

4.2a The Owner shall pay the Contractor compensation for the work done under Article 2, Section 2.2, Preliminary Planning Services, the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AND NO/100TH DOLLARS ($\_\_\_\_\_\_\_\_\_\_\_).

4.2b The Owner shall make payment for the Preliminary Planning Services in periodic payments. The periodic payments shall be in proportion to the progress of the Contractor's work, but not more often than monthly. The final payment shall be due upon completion and approval of the Contractor's work for this phase of services and the submission of payments statements in the form as set forth in Exhibit A, attached hereto and by this reference made a part of this Contract, by the Contractor.

4.3 **PAYMENT FOR SCHEMATIC DESIGN SERVICES**:

4.3a The Owner shall pay the Contractor compensation for the work done under Article 2, Section 2.3, Schematic Design Services, the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AND NO/100TH DOLLARS ($\_\_\_\_\_\_\_\_\_\_\_).

4.3b The Owner shall make payment for the Schematic Design Services in periodic payments. The periodic payments shall be in proportion to the progress of the Contractor's work, but not more often than monthly. The final payment shall be due upon completion and approval of the Contractor's work for this phase of services and the submission of payments statements in the form as set forth in Exhibit A, attached hereto and by this reference made a part of this Contract, by the Contractor.

4.4 **PAYMENT FOR DESIGN DEVELOPMENT SERVICES**:

4.4a The Owner shall pay to the Contractor for all work done by the Contractor under Article 2, Section 2.4, Design Development Services, the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AND NO/100TH DOLLARS ($\_\_\_\_\_\_\_\_\_\_\_).

4.4b The Owner shall make periodic payments for the Design Development Services in proportion to the progress of the Contractor's work, but not more often than monthly. The final payment shall be due upon the completion of the work for this phase of the services and the approval of that work by the Owner and the submission of a payment statement in the form as set out in Exhibit A.

4.5 **PAYMENT FOR CONSTRUCTION AND BID DOCUMENTS SERVICES**:

4.5a The Owner shall pay to the Contractor for all work to be done by the Contractor under Article 2, Section 2.5, Construction and Bid Documents Services, the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AND NO/100TH DOLLARS ($\_\_\_\_\_\_\_\_\_\_\_).

4.5b The Owner shall make payment for Construction and Bid Document Services in periodic payments to be made in proportion to the progress of the Contractor's work, but not more often than monthly. The final payment shall be due upon completion and approval of the construction documents by the Owner and the submission of a payment statement in form as set out in Exhibit A.

4.6 **PAYMENT FOR BIDDING SERVICES (TIME AND MATERIALS)**:

4.6a All work to be accomplished under Article 2, Section 2.6, Bidding Services, will be invoiced by the Contractor and paid by the Owner on a time and materials basis in conformance with the fee schedule as set out in Exhibit C, attached hereto and by this reference made part of this Contract, in an amount not to exceed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AND NO/100TH DOLLARS ($\_\_\_\_\_\_\_\_\_\_). If additional services are required, the limit shall be amended before any additional work is started.

4.6b The Owner shall make payment for the Bidding Services on a time and materials basis but not more often than monthly. The Contractor shall submit statements showing hours worked and items worked on.

Note to Manager: Use either 4.6 Bidding Services (T&M) or 4.6 Bidding Services (LS). Remove the one not used.

4.6 **PAYMENT FOR BIDDING SERVICES (LUMP SUM)**:

4.6a The Owner shall pay to the Contractor for all work to be done by the Contractor under Article 2, Section 2.6, Bidding Services, the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AND NO/100TH DOLLARS ($\_\_\_\_\_\_\_\_\_\_\_).

4.6b The Owner shall make payment for Bidding Services in periodic payments to be made in proportion to the progress of the Contractor's work, but not more often than monthly. The final payment shall be due upon the completion of the work for this phase of the services and the approval of that work by the Owner and the submission of a payment statement in the form as set out in Exhibit A.

4.7 **PAYMENT FOR CONSTRUCTION ADMINISTRATION SERVICES (TIME AND MATERIALS)**:

4.7a All work to be accomplished under Article 2, Section 2.7, Construction Administration Services, will be invoiced by the Contractor and paid by the Owner on a time and materials basis in conformance with the fee schedule as set out in Exhibit C, attached hereto and by this reference made part of this Contract, in an amount not to exceed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AND NO/100TH DOLLARS ($\_\_\_\_\_\_\_\_\_\_). If additional services are required, the limit shall be amended before any additional work is started.

4.7b The Owner shall make payment for the Construction Administration Services on a time and materials basis but not more often than monthly. The Contractor shall submit statements showing hours worked and items worked on.

Note to Manager: Use either 4.7 CA Services (T&M) or 4.7 CA Services (LS). Remove the one not used.

4.7 **PAYMENT FOR CONSTRUCTION ADMINISTRATION SERVICES (LUMP SUM)**:

4.7a The Owner shall pay to the Contractor for all work to be done by the Contractor under Article 2, Section 2.7, Construction Administration Services, the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AND NO/100TH DOLLARS ($\_\_\_\_\_\_\_\_\_\_\_).

4.7b The amount due to the Contractor for Construction Administration Services shall be paid to the Contractor based upon a breakdown of services for the construction phase, as approved by the Owner.

4.8 **PAYMENT FOR EXTRA SERVICES**:

4.8a The work to be accomplished under Article 3, Extra Services, will be invoiced by the Contractor and paid by the Owner as a negotiated lump sum or on a time‑and‑materials basis in conformance with the Schedule of Contractor Fees as set out in Exhibit C, in an amount not to exceed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AND NO/100TH DOLLARS ($\_\_\_\_\_\_\_\_\_\_). (If no amount is shown, or zero (0) is entered, Extra Services will, when authorized, be paid by modification of the Contract.)

4.8b The Owner shall make payments for authorized Extra Services monthly within 30 days after presentation of the Contractor's statement.

4.8c The Contractor shall submit an itemized billing showing unit cost and quantity of the item billed and referencing the specific authorizing document when requesting payment for Extra Services.

4.8d In the event the Contractor and Owner cannot agree to a sum for Extra Services, the Owner reserves the right to employ other means to accomplish said services.

4.9 **PAYMENT FOR REIMBURSABLE EXPENSES:**

4.9a Reimbursable Expenses are in addition to the compensation for Basic and Extra Services and are set out in Exhibit B. Payment of Reimbursable Expenses will be made periodically at cost, based upon the Contractor's invoice with receipt backup up to an amount not to exceed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AND NO/100TH DOLLARS ($\_\_\_\_\_\_\_\_\_\_). (If no amount is shown, or zero (0) is entered, Reimbursable Expenses are included under Basic Services and Extra Services, and paid progressively with those services.)

4.9b The Owner shall make payments for authorized reimbursable expenses monthly within 30 days after presentation of the Contractor's statement.

4.9c Payment will be made for the cost only, and the Contractor shall not be entitled to any mark‑up or profit on the authorized reimbursable expenses.

4.9d The Contractor shall submit an itemized billing showing unit cost and quantity of the item billed and referencing the specific authorizing document when requesting payment for authorized reimbursable expenses. Request for payment for reimbursable items shall be accompanied by appropriate invoices.

4.10 **PAYMENT FOR ALL OTHER SERVICES:**

All services of the Contractor, including those set out in Article 2, or as otherwise required in this Contract, and not specifically set out to be paid for as an Extra Service or Reimbursable Expense of the Contractor, are included in the payments to be made for the work done under Article 2.

**ARTICLE 5. OWNER'S RESPONSIBILITIES**

5.1 **Designated Representatives:** The University shall designate representatives solely authorized to act on its behalf with respect to this Contract and to the administration of the project.

5.2 **Sample Construction Contract Requirements:** The Owner shall furnish the Contractor sample construction contract requirements and the general conditions of the Owner.

5.3 **Expeditious Response:** The Owner shall furnish information, approvals, and services required of it as expeditiously as necessary for the orderly progress of the work.

5.4 **Advertisements for Bid, and Issuance of Bid Documents and Addenda:** The Owner shall arrange and pay for the required advertisements for bid and issue bid documents and addenda as prepared by the Contractor.

5.5 **Routine On-Site Inspections and Consultation with Contractor:** The Owner's staff architects, engineers, and field inspectors may make routine on‑site inspections, consult with the Contractor on problems as they may arise, and assist in matters relative to coordinating the progress of the Contractor's work.

5.6 **Administrative Authority:** The University, the “Owner”, shall be the administrative authority on the project.

5.7 **Issuance of Contractor Notice of Award:** The Owner shall furnish the Contractor a Notice‑of‑Award before any work under this Contract begins. Any work performed by the Contractor prior to receipt of the Notice‑of‑Award shall be performed at the Contractor's risk, and payment for such work may not be made.

5.8 **Plan Preview and Permit Fees:** The Owner shall pay for the plan reviews and building permits.

**ARTICLE 6. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION**

6.1 **During the performance of this Contract, the Contractor agrees as follows:**

6.1a The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

6.1bThe contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

6.1c The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor’s legal duty to furnish information.

6.1d The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers’ representative of the contractor’s commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

6.1e The Contractor will comply with all provisions of the Executive Order No. 11246 of September 24, 1965, as amended or revised, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6.1fThe Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Owner and Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.

6.1g In the event of the contractor’s noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

6.1h The contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966–1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

6.2 The University of Alaska is an affirmative action/equal opportunity employer and educational institution. The University of Alaska does not discriminate on the basis of race, religion, color, national origin, citizenship, age, sex, physical or mental disability, status as a protected veteran, marital status, changes in marital status, pregnancy, childbirth or related medical conditions, parenthood, sexual orientation, gender identity, political affiliation or belief, genetic information, or other legally protected status. The University's commitment to nondiscrimination, including against sex discrimination, applies to students, employees, and applicants for admission and employment. Contact information, applicable laws, and complaint procedures are included on UA's statement of nondiscrimination available at [www.alaska.edu/titleIXcompliance/nondiscrimination](http://www.alaska.edu/titleIXcompliance/nondiscrimination)

**ARTICLE 7. PROTECTION OF MINORS AND TITLE IX COMPLIANCE**

7.1 Contractors shall comply with all University of Alaska policies, including Nondiscrimination, Protection of Minors and Title IX Compliance.

7.1a Contractors are required to review and cover the University’s current Protection of Minors policy and Title IX policy with all employees and subcontractor employees.

7.1b Guidelines will be distributed during the Pre-Construction Meeting to assist the Contractor with these specific policies.

7.2 All individuals utilizing University of Alaska’s campuses are expected to conduct themselves in a manner that promotes a safe and positive working environment, free of sex based discrimination, including sexual and gender based harassment, stalking, assault and violence.

7.3 Contractors are expected to report any and all incidents relating to discrimination, protection of minors or Title IX compliance to a University Official immediately.

7.3a Refer to the applicable policy for the University Official’s contact information.

7.4 Failure to follow these policies will be grounds for the University to take immediate action, which may include, but is not limited to, contract termination.

7.5 The University will provide copies of all applicable policies upon request, or they can be viewed online at <http://www.uaf.edu/safety/minors> and <http://uaf.edu/titleix>.

**ARTICLE 8. INTEREST OF MEMBER OF OR DELEGATE TO CONGRESS**

8.1 No member of or delegate to Congress, or other officials of the federal, state or political subdivision or local government, shall be admitted to any share or part of this contract or any benefit to arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

8.2 Contractors that apply or bid for an award exceeding $100,000 must file the required certification subject to the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

**ARTICLE 9. OTHER PROHIBITED INTERESTS**

9.1 **REPRESENTATIVE NON-ASSOCIATING PERSONALLY WITH THIS CONTRACT:** No official of the Owner who is authorized in such capacity on behalf of the Owner to negotiate, make, accept, approve, or take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, material supply contract, or any subcontract in connection with the construction of the project shall become directly or indirectly associated personally in this Contract or in any part hereof.

9.2 No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity on behalf of the Owner to exercise any legislative, executive, supervisory, supply contract, or any subcontract in connection with the construction of the project, shall become directly or indirectly associated personally in this Contract or in any part hereof.

9.3 No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity on behalf of the Owner to exercise any legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interest personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any contract pertaining to the project.

**ARTICLE 10. TERMINATION OF CONTRACT**

10.1 **Termination for Cause:** If, through no fault of the Owner, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor shall violate any covenants, agreements, or stipulations of the Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination, and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. If the specified defaults are not remedied within the time set forth in such notice, in that event, all finished or unfinished documents required to be produced under this Contract, which includes studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor, shall, at the option of the Owner, become the Owner's property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

10.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Contractor, and the Owner may withhold reasonable amounts of the payments to the Contractor for the purpose of set‑off until such time as the exact amount of damages due the Owner from the Contractor is determined.

10.3 **Termination for Convenience of Owner**: The Owner may terminate this Contract at any time by a notice in writing from the Owner to the Contractor. In that event, all finished or unfinished documents and other materials as described in Article 14, Sections 14.1, 14.2, and 14.3 below, shall, at the option of the Owner, as provided herein, become the Owner's property, and the Contractor shall be paid an amount which bears the same ratio of the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract.

10.4 **Termination by Contractor**: If, through no fault of the Contractor, the Owner shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Owner shall violate any covenants, agreements, or stipulations of the Contract, the Contractor shall thereupon have the right to terminate this Contract by giving written notice to the Owner of such termination, and specifying the effective date thereof at least ten days before the effective date of such termination. If the specified defaults are not remedied within the time set forth in such notice, the Contractor shall be compensated for all services performed to the effective date of termination together with all reimbursable expenses then due. In addition, the Contractor shall also be compensated for incurred direct costs required in writing by the Owner for which the Contractor can establish an obligation and which would have been compensated for over the life of the contract.

**ARTICLE 11. PROJECT CONSTRUCTION COST (DEFINED)**

11.1 The Project Construction Cost (PCC), as stipulated in Section 1.2 herein or as amended, is defined as the anticipated total sum available to the Contractor for construction purposes, but not including any applicable sales tax, professional fees, the Owner's project contingency funds, or other charges incidental to the project.

**ARTICLE 12. CONTRACTOR'S ESTIMATES OF COST**

12.1 The Contractor is not expected to guarantee its estimates of the construction costs. The Contractor shall notify the Owner in writing at any time its estimated costs vary from the project construction cost. The Contractor's written notification shall include a detailed explanation and shall provide suggestions for reducing the estimated cost to within the project construction cost.

12.2 The Owner shall reply promptly to the Contractor's notice and shall inform the Contractor either of adjustments in the program of requirements for the project or the adjustments to the project construction cost, by a combination of both of these measures, or of termination of the contract as in Article 9, Section 9.2.

**ARTICLE 13. APPROVAL BY THE OWNER**

13.1 Approval by the Owner or similar phrases in the Contract or any document sent to the Contractor by the Owner arising out of or in connection with the project, means that the Owner only accepts the work as to its general conformance to the project Program Exhibit "F". Said approval by the Owner does not mean that the Owner has approved or agreed that the design conforms to any code or administrative requirement nor that the design will meet the Owner program requirement. Contractor expressly agrees it is solely responsible and liable to the Owner for its design as to compliance with all applicable codes and regulations.

**ARTICLE 14. DOCUMENT OWNERSHIP, COPYRIGHTS AND WORK PRODUCTS**

14.1 Documents prepared or furnished by Contractor under this Agreement, including Drawings and Specifications, are Instruments of Service in respect of the project for the sole use and benefit of the Owner. Contractor retains a property interest in the work products (including rights to copy and re-use), whether or not the Project is completed.

14.2 Contractor and Owner agree that the design viewed as a total package may present an image of the Project which is a unique signature, mark or logo of the Owner. Such unique signatures, marks and logos shall be identified during the design process and remain the sole property of the Owner. Contractor shall not reuse these signature images without the express written permission of the Owner.

14.3 Contractor grants the Owner a perpetual and non-transferable license to use the Instruments of Service for their intended purpose, including the right to reproduce them for additional purposes such as construction, upkeep, operation and maintenance of its facilities, equipment and systems, and to demonstrate or reference conceptual arrangements, in whole or in part, for incorporation into future Owner projects, and grants the Owner any and all rights to photograph and sell or license photographs or artists’ renderings of the constructed building or project.

**ARTICLE 15. COST OR PRICING DATA**

15.1 Cost or pricing data may be required for any monetary changes to this Contract at the sole election of the Owner. If required by the Owner, the Contractor shall certify that to the best of the Contractor's belief, the data submitted is accurate, complete and current as of an agreed date and will remain so during completion of the Contract.

**ARTICLE 16. CONTRACT CONTROVERSIES**

16.1 All claims, disputes or other matters which cannot be disposed of by mutual agreement, shall be settled in accordance with AS 36.30.620 through 36.30.699.

**ARTICLE 17. ASSIGNMENT, NOVATION, OR CHANGE OF NAME**

17.1 **NON-TRANSFERABILITY WITHOUT PRIOR WRITTEN NOTIFICATION:** Rights under this Contract are not transferable, or otherwise assignable without the express prior written consent of the Owner. The Contractor may assign monies received under the contract after notice to the Owner and inclusion in the instrument of statement to the effect that all parties agree that the right of the assignee in, and to any monies, shall be subject to prior claims of all persons or business for service or materials supplied for the performance of the work under this Contract.

17.2 **SUCCESSOR IN INTEREST:** When in the best interests of the Owner, a successor in interest may be recognized in a novation agreement in which the transferor and the transferee shall agree: (a) the transferee assumes all of the transferors' obligations; (b) the transferor waives all rights under the contract as against the state; and (c) unless the transferor guarantees performance of the contract by the transferee, the transferee shall, if required, furnish a satisfactory performance bond.

17.3 **CHANGE IN NAME OF CONTRACTOR:** When a Contractor requests to change the name in which it holds a contract with the Owner, the Contractor shall enter into an agreement with the Owner specifically indicating that no other terms and conditions of the contract are thereby changed.

**ARTICLE 18. TAXES**

18.1 The Contractor shall pay all federal, state and local taxes incurred by the Contractor and shall require their payment by its subcontractors in the performance of this Contract. The Contractor shall include the substance of this provision in all subcontracts.

**ARTICLE 19. DEATH OR INCAPACITY**

19.1 If the Contractor transacts business as an individual, its death or incapacity shall automatically terminate this Contract as of the date of such event, and neither the Contractor nor its estate shall have any further right to perform hereunder, and the Owner shall pay the Contractor or its estate the compensation payable under Article 4 for any services rendered prior to such termination not heretofore paid, reduced by the amount of additional costs which will be incurred by the Owner by reason of such termination, provided said death or incapacity was not self‑inflicted. If there be more than one Contractor and any one of them die or become incapacitated and the others continue to render the architectural services covered herein, the Owner will make payments to those continuing as though there had been no such death or incapacity, and the Owner will not be obliged to take any account of the person who died or became incapacitated, or to make any payment to such person or its estate. This provision shall apply in the event of progressive or simultaneous occasions of death or incapacity among any group of persons named as Contractor herein; and, if death or incapacity befalls the last one of such group before the Contract is fully performed, then the rights shall be as if there had been only one Contractor.

**ARTICLE 20. NOTICES**

20.1 Any notices may be served effectually upon the Owner by delivering it in writing, by telegram, or by depositing it in a United States mail deposit box with the postage prepaid fully thereon and addressed to the Owner at the following address:

University of Alaska Fairbanks

Facilities Services, Div. of Design and Construction

P. O. Box 758160

Fairbanks, Alaska 99775-8160

Telephone: (907) 474-5299

Fax: (907) 474-7554

Email:

and in the case of the Contractor, may be served effectually upon Contractor by delivering it in writing, by telegram, or by depositing it in a United States mail deposit box with the postage prepaid fully thereon and addressed to the Contractor at the following address:

Contractor

Address

City, State, Zip

Telephone:

Fax:

Email:

or any notice may be served effectually by delivering or mailing it, as provided in this paragraph, addressed to any other place or places the Owner or Contractor, by written notice served upon the other, from time to time may designate.

**ARTICLE 21. EMPLOYMENT PREFERENCE**

21.1 The Contractor, including its subcontractors, for the duration of this project shall comply with AS 36.10, Employment Preference, now in effect and all regulations promulgated for its implementation currently in effect, and those that may become in effect. This includes all determinations by the Alaska State Department of Labor under the above statute. This article is null and void if funding for the contract is provided by the United States Government.

**ARTICLE 22. ANTI-KICKBACK PROVISIONS AND COVENANT AGAINST CONTINGENT FEES**

22.1 The Contractor warrants that regarding this contract, neither the Contractor, nor any of its employees, agents, or representatives has violated, is violating, or will violate the provisions of the "Anti-Kickback” Act of 1986 (41 USC 51-58) which is incorporated by reference and made a part of this contract.

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

22.3 The Owner warrants that neither the Contractor nor the Contractor's representative has been required, directly or indirectly as an express or implied condition in obtaining or carrying out this contract, to employ or retain, any organization or person or to make a contribution, donation or consideration of any kind.

**ARTICLE 23. CONTRACT WORK HOURS AND SAFETY STANDARDS**

23.1 The Contractor and its subcontractors shall comply with applicable federal labor standards provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708.).

**ARTICLE 24. CLEAN AIR AND WATER** (This provision is applicable if the contract amount exceeds $150,000).

24.1 The Contractor shall comply with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Executive Order 11738, and EPA regulations (40 CFR Part 15) which prohibits the use by federal contractors or grant recipients, of facilities which are included on the Environmental Protection Agency (EPA) List of Violating Facilities.

**ARTICLE 25. PROCUREMENT OF RECOVERED MATERIALS**

25.1 The Contractor and its subcontractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. All purchases of items designated in 40 CFR Part 247, which are in excess of $10,000, must contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**ARTICLE 26. EXAMINATION AND RETENTION OF RECORDS**

26.1 The Contractor, upon request, at anytime during normal business hours and as often as the University, the Comptroller General, or their agents deem necessary, make available for examination all records, invoices, materials, payrolls, records of personnel, and other data relating to all matters covered by this Contract for a period ending three years after the date of final payment. The Contractor shall include the substance of this provision in all subcontracts.

**ARTICLE 27. PATENTS AND COPYRIGHTS**

27.1 The Contractor shall indemnify the Owner, its employees, officers and Board of Regents against liability, including all costs, for infringement upon any United States patent or copyrighted process or article arising out of performing this Contract.

**ARTICLE 28. AUDIT**

28.1 The Owner and its primary funding source may audit the books and records of the Contractor and its subcontractor and may review the Contractor's accounting system, overhead rate, and internal control systems. The Contractor shall include the substance of this provision in all subcontracts.

**ARTICLE 29. ADDITIONS OR DELETIONS TO THIS CONTRACT**

*(Intentionally left blank)*

**ARTICLE 30. GOVERNING LAW**

30.1 This Contract shall be governed and construed under the laws of the State of Alaska. Any litigation arising out of this Contract shall be brought solely in the Superior Court for the Fourth Judicial District, State of Alaska.

**ARTICLE 31. EXTENT OF CONTRACT**

31.1 This Contract constitutes the entire Contract between the parties and any prior agreements either in writing or verbal are hereby deemed to have been rejected and are void if, in fact, they do not strictly conform with this document. No change shall be made to this Architectural Contract unless said change is in writing signed by the party to be charged.

**IN WITNESS WHEREOF**, the parties have made and executed this Contract to be effective the day and year first above written.

ACCEPTED: ACCEPTED:

ARCHITECT, Contractor UNIVERSITY OF ALASKA, University

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Kara Axx, CPPO, CPPB

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contracting Officer, Facilities Services

ATTACHMENTS:

Attachment A - Consultant Deliverables

EXHIBITS:

Exhibit A - Contractor Billing Form

Exhibit B - University of Alaska Schedule of Reimbursable Expenses

Exhibit C - Schedule of Contractor Fees or Fee Proposal

Exhibit D - Proof of Insurance

Exhibit E - Contract Time Schedule

Exhibit F - Project Program

Exhibit G - Supplemental Terms & Conditions (if applicable)



**EXHIBIT B**

**UNIVERSITY OF ALASKA**

**SCHEDULE OF REIMBURSABLE EXPENSES**

A. Reimbursable expenses are not considered part of the Contractor basic services or extra service fees. All reimbursable expenses being claimed must include proper backup. Reimbursable expenses include:

|  |  |
| --- | --- |
| **EXPENSE TYPE** | **PAYMENT BASIS** |
| Postage | Cost |
| Telephone Toll Calls | Cost |
| Facsimile Transmissions | Cost |
| Freight | Cost |
| Photo Reproduction | Cost |
| Report Publication | Cost |
| Additional copies of drawings, specifications, or contract documents when authorized | Cost |
| Travel (1) | Cost |
| Food or Meals incidental to travel | UA Per Diem Rate |
| Lodging (1) | GSA Per Diem Rate |
| Other cost incidental to travel | Cost |
| Other expenses which are not part of Basic Services, but which are necessary to the project as authorized. |  |

(1) Advance approval required. Per Diemrates are set by fiscal year, effective October 1. Refer to the U.S. General Services Administration website <http://www.gsa.gov/portal/category/21287> for the most current lodging and travel rates.

B. Reimbursable expenses **DO NOT** include:

Clerical/Secretarial costs

Computer time/CAD equipment time

Unauthorized travel expenses

Contractor fees

Overhead markup

Office supplies/Art supplies/Drafting supplies

Office equipment rental

Local auto mileage

C. Any item of reimbursable expense over $1,000 must be approved in **ADVANCE**.

D. UA and GSA Per Diem Allowance:

Reimbursement: The Contractor and his employees and subcontractors will be reimbursed the per diem rate for meals and lodging while traveling in regard to the Project. The appropriate per diem for a day is the rate prescribed for the community in which the Contractor must work. The table below shows the appropriate per diem rate to use for meals and lodging for each region of Alaska.

Calculation of Days: A full per diem is allowed for the day of departure and each full day of travel. On the day of return, the Contractor is entitled to the appropriate meals and incidental expense allowance.

Meal and Incidental Expense (M&IE) Allowance:

Overnight lodging is not required to be reimbursed for meals or incidental expenses.

For the day travel begins or ends: The traveler shall be allowed one-half (1/2) of the basic meal and incidental expense (M&IE) allowance for each half-day period during which the traveler was on travel status. The half-day periods are as follows:

|  |  |  |
| --- | --- | --- |
| Midnight | to | Noon |
| Noon | to | Midnight |

A M&IE per diem allowance will not be paid for travel that is less than twelve (12) hours. Submit receipts for any M&IE incurred during that time for reimbursement.

**Current M&IE Allowance rates for travel in Alaska are attached.**

**ADMIN:** Do not forget to attach the per diem rates (B2) to the contract



**EXHIBIT C**

**SCHEDULE OF CONTRACTOR FEES**

The following hourly rates will be paid for services by the Contractor when performing work on a time-and-materials basis as an extra service in accordance with Article 3 of the agreement. Word processing fees will be paid only for specifications or reports required by the scope of work.

**CONTRACTOR:**

(Contractor/Consultant name here)

**Classification** **Hourly Rate**

Principal \_\_\_\_\_\_\_\_\_\_\_

Associate \_\_\_\_\_\_\_\_\_\_\_

Project Manager \_\_\_\_\_\_\_\_\_\_\_

Engineer \_\_\_\_\_\_\_\_\_\_\_

Word Processor \_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_

EXHIBIT D

Professional Services Agreements

Insurance Checklist

|  |  |  |  |
| --- | --- | --- | --- |
| **TYPE OF INSURANCE** | **ENDORSEMENTS REQUIRED (1)** | **AMOUNT REQUIRED** | **NOTICE PERIOD REQUIRED** |
| [ ] Commercial General Liability  [ ] Occurrence Form | [ ] 1. Additional Insured - UA  [ ] 2. Waiver of Subrogation | Not less than $1,000,000 per occurrence and $2,000,000 aggregate | Alaska Statute AS 21.36.220 (b) |
| [ ] Auto Liability | [ ] 1. Additional Insured - UA  [ ] 2. Waiver of Subrogation | Not less than $500,000 per occurrence | Alaska Statute AS 21.36.220 (b) |
| [ ] Workers' Compensation; Employer's Liability | [ ] 1. Waiver of Subrogation | Statutory Coverage; Not less than $500,000 each employee as required AS 23.30.045 | Alaska Statute AS 21.36.220 (b) |
| [ ] Professional Liability |  | Per Claim  Limit, Not less than:  $1,000,000 | Alaska Statute AS 21.36.220 (b) |

(1) See Article 2.1a.5

By signature, the undersigned acknowledges that he/she has completed this form, and is familiar with the insurance requirements as presented in Article 2.1a.5 of the Professional Services Agreement. This checklist is used to assist the Owner in the administration of insurance requirements.

Signature, Insurance Agent:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Insurance Agent, printed or typed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Insurance Agency:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The project name or project number must be listed on the certificate.

Project Name:

Project No.:

The certificate holder address is:

University of Alaska

P.O. Box 758160

Fairbanks, Alaska 99775-7554

# ATTACHMENT 3

## Past Performance Survey

**OWNER/CLIENT PAST PERFORMANCE SURVEY**

The University of Alaska Fairbanks is interested in your assessment of the named company’s “past performance”. The quoted term refers to the company’s record of conforming to contract requirements and to standards of good workmanship; the firm’s record of forecasting and controlling costs; the firm’s adherence to contract schedules including the administrative aspects of performance; the firm’s history of reasonable and cooperative behavior and commitment to customer satisfaction; and the firm’s general business-like concern for the interest of the customer. Return this form on or before (Day, Date) by fax or mail to:

University of Alaska Fairbanks

Facilities Services – Division of Design & Construction

PO Box 758160

Fairbanks, AK 99775-8160

Attention: Project Manager’s Name, Title

(907) 474-5299 FAX: (907) 474-7554

These questions relate to the work performed by

(Name of Proposer)

at

(Name and Location of Project)

1. How would you rate the performance of this Contractor on the subject project?
   1. The company’s record of conforming to contract requirements and standards of good workmanship were:

Excellent Good Satisfactory Fair Unsatisfactory

* 1. The firm’s adherence to contract schedules including the administrative aspects of performance were:

Excellent Good Satisfactory Fair Unsatisfactory

* 1. The firm’s history of reasonable and cooperative behavior and commitment to customer satisfaction was:

Excellent Good Satisfactory Fair Unsatisfactory

* 1. The firm’s general business-like concern for the interest of the customer was:

Excellent Good Satisfactory Fair Unsatisfactory

* 1. The firm’s price, in terms of initial price and control of changes or claims was:

Excellent Good Satisfactory Fair Unsatisfactory

1. Comments:

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

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

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax:

Email address: