

REQUEST FOR PROPOSALS

RFP

**ARCHITECT/ENGINEERING DESIGN &
RELATED PRE-CONSTRUCTION ACTIVITIES**

FOR

**CITY OF NENANA 9TH AVENUE RECONSTRUCTION
PHASE II**

REQUEST FOR PROPOSALS DOCUMENT

REQUEST FOR PROPOSALS

NENANA 9TH AVENUE RECONSTRUCTION - ARCHITECT/ENGINEERING DESIGN & RELATED PRE-CONSTRUCTION ACTIVITIES PROJECT

The City of Nenana is requesting professional service design proposals for rehabilitation of 9th Avenue in Nenana, Alaska.

Enclosed is pertinent information for use in preparing your proposal. This information will be used as a guide in the preparation of any subsequent contract.

Proposals must be received at the City of Nenana office located at 307 E. 2nd Ave, Nenana, Alaska, **prior to 5:00 p.m., February 19, 2013.** Office hours are Monday through Friday, 8:00 a.m. -5:00 p.m., excluding holidays. Time of receipt will be determined by the time stamp. Proposals received after the time specified will be returned to the proposer unopened. Facsimile submittals will not be accepted.

A pre-proposal meeting will not be held however interested proposers may contact the City office to make an appointment in order to gain further information regarding this project.

Three (3) copies of your proposal must be submitted to include one unbound copy and one electronic copy (Adobe PDF preferred).

The City of Nenana reserves the right to reject any and all submittals and to waive any informalities in procedures.

Sincerely,

Jason P. Mayrand
Mayor/Administrator

City of Nenana

REQUEST FOR PROPOSALS

NENANA 9TH AVENUE REHABILITATION - ARCHITECT/ENGINEERING DESIGN & RELATED PRE-CONSTRUCTION ACTIVITIES

SECTION 1.0 - GENERAL INFORMATION

1.1 PURPOSE OF RFP

In 2013, the City of Nenana plans to complete a rehabilitation project for 9th Avenue in Nenana, Alaska. Portions of this Project were previously engineered however the design was not completed and the Project did not go to construction at the time. Therefore the City of Nenana, by means of this "Request for Proposals," is seeking responses from qualified Firms interested in producing the necessary A/E Design Project Deliverables. These Project Deliverables include: a review and upgrading of the existing design documents; environmental permits which may be required; surveying; design specifications; geotechnical work; and, all related pre-construction tasks which are contained in this RFP.

1.2 CONTENT

The Body of this RFP solicitation contains seven sections:

- Section 1.0: General Information;
- Section 2.0: Rules Governing Competition;
- Section 3.0: Scope of Work-Project Deliverables;
- Section 4.0: Proposal and Submission Requirements;
- Section 5.0: Evaluation Criteria and Process;
- Section 6.0: Selection Procedures; and,
- Section 7.0: Sample Contract or Minimum Mandatory Contract Provisions.

This RFP also contains one additional part:

- Part A: BIA Nenana Road Project Plans - 90% - dated 5/11/2004

1.4 QUESTIONS AND INFORMATION AVAILABLE FOR REVIEW

Any questions regarding this proposal are to be submitted to:

Jason P. Mayrand, Project Manager
City of Nenana
PO Box 70
Nenana, Alaska

99760

The City of Nenana office is open 8 AM – 5 PM local time, Monday through Friday.

1.5 PREPARATION COSTS

All costs incurred during proposal preparation, or in any way associated with the proposer's preparation, response, submission, presentation or oral interview, shall be the sole responsibility of the proposer and shall not be reimbursed by the City of Nenana.

SECTION 2.0 - RULES GOVERNING COMPETITION

2.1 EXAMINATION OF PROPOSALS

Proposers should carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP. Proposers should become fully aware of the nature of the required work and the conditions likely to be encountered in performing the work.

2.2 PROPOSAL ACCEPTANCE PERIOD

This project is subject to the approval of the Denali Commission and receipt of grant funding. Award of this proposal is anticipated to be announced within 90 calendar days from proposal deadline, although all offers must be complete and irrevocable for 120 days following the submission date. The scoping and design process should not exceed one year in duration after issuing of Notice to Proceed. The construction management portion of this contract will be awarded after completion of the design phase and award of construction grant.

2.3 CONFIDENTIALITY

The content of all proposals will be kept confidential until the contract agreement is signed and a Notice to Proceed is issued to the selected Contractor. After the signing of these two documents, all proposals will then become public information.

2.4 PROPOSAL FORMAT

Proposals are to be prepared in such manner as to provide a straightforward, concise delineation of the proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on: 1) Conformance to the RFQ instructions; 2) Responsiveness to the RFQ requirements; 3) Completeness and clarity of content; 4) Understanding of Scope of Work, including issues emphasized at the pre-proposal conference; and 5) the Part C-Evaluation Criteria contained in this RFQ.

2.5 DECLARATIONS OF INTEREST

Declarations of interest and statements of qualifications submitted by consultants shall contain but not be limited to the following:

1. Complete resumes are required for all executive and professional personnel who would be assigned to the project. The resumes must specify their education and experience as it relates to the requirements of this request. Specify who would be Project Manager for the firm. Include resumes for all subcontractors who will work on the project.
2. Provide an indication of the availability of or particular technical methodologies and/or technical resources that the individual or firm possesses for work of this type.
3. Provide a description of your understanding of the Scope of Work and the procedures that will be employed to accomplish these tasks. Provide an estimated time frame to accomplish this work.
4. Experience of a similar nature to that being requested herein, especially, as related to successfully completed design and construction services for work concerning rural Alaska.
5. Use of local Personnel is encouraged.

2.6 PROPOSAL SUBMITTAL

Three (3) copies of the proposal must be received by the date and time specified in the cover letter. All copies of the proposal must be under sealed cover and plainly marked. Proposals shall be personally delivered or mailed to:

City of Nenana
9th Avenue Rehabilitation
PO Box 70
Nenana, Alaska
99760

2.8 DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become the property of the City of Nenana. One copy shall be retained for the official files of the City and will become a public record after award of the Contract.

2.9 MODIFICATION/WITHDRAWAL OF PROPOSALS

A respondent may withdraw a proposal at any time prior to the final submission date by sending written notification of this withdrawal, signed by an agent authorized to represent the respondent, to the City's Project Manager. The respondent may thereafter submit a new or modified proposal prior to the submission date. A final proposal cannot be changed or withdrawn after the time designated for receipt except for modifications requested by the City after the date of receipt and following oral presentation (if requested).

2.10 ORAL CHANGE/INTERPRETATION

No oral change or interpretation of any provision contained in this RFP is valid whether issued at a pre-proposal conference or otherwise. Written addenda will be issued when changes, clarifications or amendments are deemed necessary by the City. Addenda amendments shall be approved by the Project Manager and issued by the City of Nenana.

2.11 DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

** Not Used**

2.12 LATE SUBMISSIONS

Proposals not received prior to the date and time specified in the Cover Letter will not be considered and will be returned unopened.

2.13 REJECTION OF PROPOSALS

The City of Nenana reserves the right to reject any and all proposals if determined to be in the best interest of the City.

2.14 EQUAL EMPLOYMENT OPPORTUNITY REPORTING REQUIREMENTS

The successful proposer shall be required to comply with federal and state laws regarding Equal Employment Opportunity. Failure to meet these regulations shall be grounds for not awarding a contract to that proposer.

SECTION 3.0 - SCOPE OF WORK - PROJECT DELIVERABLES

3.1 PROJECT DESCRIPTION

The project is located in Nenana, Alaska.

It is comprised of rebuilding 9th Street from the Parks Highway to 'K' Street. This project is anticipated to be funded by FHWA funding through the Denali Commission. All rules and regulations applicable to FHWA projects will apply.

Approximate dimensions are 24' wide by 4,600' long. The project will include sub-grade stabilization, installation of culverts to accommodate drainage, at-grade surface, a surface treatment (bituminous finish) and signage as appropriate.

An incomplete set of plans are available to engineers that were generally at 90% completion.

This description is not all inclusive of the project scope.

The intent is to complete all planning, design, and contract document preparation requirements under one professional services contract and only award construction contracts for specific improvements as funding priorities permit (Estimated construction cost approximately \$1,000,000).

3.2 GENERAL SCOPE OF WORK

The City of Nenana anticipates awarding one professional services contract to complete all planning, design, and contract document preparation requirements described in this section. The contract shall be a negotiated fixed fee for the effective period of the contract. Authorization to proceed will be given for scoping and design assessment on approval of the contractor by the City.

The Construction Management work requirements described below of this section shall be a fixed fee negotiated separately as additional services to the professional services contract.

As previously stated, the Notice to Proceed for these projects may be issued separately and/or in different combinations depending on funding sources and priorities throughout the duration of the contract.

Award of any contracts executed under this request does not guarantee authorization to proceed with any work.

The Scope of Work will include at least the following identifiable elements:

3.2.1 PHASE I

Field Surveys, Environmental Documents, Design Studies, and Reports

- X Conferring with the City on project requirements, finances, schedules, early phases of the project and other pertinent matters and meeting with other concerned agencies and parties.
- X Conduct field surveys as required for planning and design of the proposed improvements.
- X Provide schematic layouts, conceptual design criteria, and exhibits.
- X Provide preliminary plans, specifications, and contract documents as necessary to support the planned improvements.
- X Coordinate review of preliminary documents with the City of Nenana.
- X Conduct a presentation to the Nenana City Council.

Final Design

- X Provide bid-ready documents including final plans, specifications, and contract documents including cost estimates. Specifications shall include all bid requirements, contract forms, special provisions, required provisions, and technical specifications needed to make a completed document.
- X Provide assistance during permitting, economic analysis, and coordination with utilities.
- X Provide the City of Nenana with equipment catalog cuts, all design computations, and survey notes.

3.2.3 PHASE II (NOT A PART OF THIS RFQ)

Bid Phase

- X Advertise for construction.
- X Coordinate and set up the pre-bid conference in Nenana, preparing addenda, acceptability of substitute materials and equipment, evaluating bids, and bid award.
- X Distribute plans to bidders.
- X Coordinate and set up bid opening in Nenana.
- X Public notice as required in Nenana.

Construction Management

- X A separate Notice to Proceed will be issued for the Construction Management.
- X Act as the City’s representative in administration of all contract construction activities.
- X All construction work will be coordinated with the City of Nenana Representative. The City shall be fully informed of all aspects of construction, including copies of daily logs, problems, recommendations, coordination, disputes resolution, pay requests, inspection reports, shop submittals and other work items.
- X Provide field observations of construction, evaluation of defective work, interpretation and clarification of contract documents, review of shop drawings, evaluation of product substitutions, inspection and testing, resolutions of disputes, contractor application for payment, substantial completion review, and document completion.
- X Provide City with project status reports.
- X Provide the City with all meters and copies of as-built drawings, including electronic copies of drawings (AutoCAD Release 14.0) and specifications (Word), pertaining to the project.
- X All costs and expenses will be tracked and documented per City audit requirements.

3.3 DELIVERABLES

The Contractor shall be responsible for assembling complete documents including specifications, drawings, reports, check lists, etc. The Contractor is required to assemble all documentation but final transmittal will be by City of Nenana.

The Contractor shall be responsible for the following deliverables:

<u>Timing</u>	<u>Submittals, Review, and Work Items</u>
Preliminary Design	Fifty percent document. One review.
Final Design	Ninety-five percent and one-hundred percent documents. Two reviews. Completed documents.

Phase II (Not a part of this RFQ)

Bid Phase

Advertise for construction.
Pre-bid conference.
Bid opening.

During construction

Weekly construction reports.
Daily inspection reports.
Provide and maintain copies of certified payrolls.
Pay requests.
Test results.
Photographs of progress.
Change orders.
Submittal reviews.
Supporting information as required.

Post construction

As-built original mylar drawings stamped and approved by Engineer.
Four sets of blue-line as-built drawings.
Electronic copies of all drawings, AutoCAD 14 format.
Electronic copies of all specifications and reports, Word for Windows version 7.0.
Materials and Equipment submittals.
Two sets of Equipment manuals.

3.4 SCHEDULING FACTORS

The City plans to construct the improvement projects included in this request for proposal as funding permits during the summer of 2013.

SECTION 4 – PROPOSAL AND SUBMISSION REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of compatibility, it is required that the proposals be organized in the manner specified below. Proposals shall not exceed ten (10) pages excluding: (4.1) Index/table of contents; (4.2) Title page(s); and, (4.3) resumes. Proposals shall follow the weighted criteria in ADOT&PF Form 25A270 -- Part C of this RFQ. Information in excess of pages allowed will not be evaluated/scored. One page shall be interpreted as one side of single spaced, typed, 8-1/2" x 11" piece of paper, not to exceed six lines per inch.

4.1 TITLE PAGE

Show the RFQ number and subject, the name of your firm, address, telephone number(s), name of contact person, and date.

4.2 INDEX/TABLE OF CONTENTS

Clearly identify the materials by section and page number.

4.3 RESUMES

Complete resumes are required for all executive and professional personnel who would be assigned to the project. The resumes must specify education and experience as it relates to the requirements of this request. Specify Project Manager for firm.

SECTION 5- EVALUATION CRITERIA AND PROCESS

5.1 CRITERIA

The criteria used in selecting the design consultant will be per the ADOT&PF Form 25A270, contained in Part C, attached.

The submittal must include a provision for notifying the City's Project Manager within 30 days of any changes of personnel that are included in this statement; and also, the addition to the Consultant's staff of personnel who may contribute to the discipline specialties for which the Consultant has been selected. The City reserves the right to approve all personnel changes. The Project Manager also reserves the right to cancel any task request in effect, should he determine that the proposed staff is not available or assigned to the task.

5.2 EVALUATION PROCESS

Evaluation of the proposal will be performed by a committee of individuals; namely, the Sponsor Team, representing the City of Nenana. The committee members individually will score the proposals and then collectively meet to perform the final ranking. The City of Nenana also reserves the right to request oral interviews with the three highest ranked firms to allow expansion on the written responses. A second score sheet will be used to score these firms interviewed. The final selection will be based on the total of all evaluators' scores achieved on the second rating. The same categories and point ranges will be used during the second evaluation as for the first. The highest ranked proposer after the second scoring, if performed, may be invited to enter into final negotiations with the City for purposes of contract award.

SECTION 6 – SELECTION PROCESS

If a professional services agreement cannot be reached with the highest ranked proposer, the second-highest ranked proposer may be contacted for negotiations. This process may continue until successful negotiations are achieved. However, the City reserves the right to terminate negotiations with any proposer should it be in the City's best interest. The City reserves the right to reject any and all proposals submitted.

**SECTION 7 – SAMPLE CONTRACT OR MINIMUM MANDATORY
CONTRACT PROVISIONS**

In addition to carefully reading all of the information in the RFQ, all Proposers must carefully read and review the attached Draft Architect/Engineering and Related Pre-Construction Activities Contract Agreement (Attachment Part B). The successful Proposer shall be required to enter into a Contract with the City of Nenana that will be substantially similar to the sample.

PART B
PROFESSIONAL SERVICES
CONTRACT AGREEMENT

**NENANA 9th STREET REHABILITATION:
ARCHITECT/ENGINEERING DESIGN & RELATED
PRE-CONSTRUCTION ACTIVITIES CONTRACT AGREEMENT**

This Architect/Engineering Design and Related Pre-Construction Activities Contract Agreement, extending from _____ 2012, through _____, 2014, by and between the **CITY OF NENANA**, P.O. Box 00070, Nenana, Alaska, 99760, hereafter referred to as the **CITY**, and **ABC ARCHITECT/ENGINEERING COMPANY, INC.**, 3700 Z Street, Anywhere, Alaska, 99999, hereinafter referred to as the **A/E CONTRACTOR**:

WITNESSETH THAT:

WHEREAS, the City, in order to fulfill its primary community development project objective of rehabilitating 9th Street in the City of Nenana and approximately 50 miles southwest of Fairbanks intends to construct and has been scheduled to receive \$1,000,000 in Denali Commission Program funds in order to rehabilitate 9th Street -- therefore, has need of entering into a professional services contractual agreement, during _____ of federal fiscal year 2013, with a qualified, experienced, properly selected and approved, architectural/engineering design and environmental services firm(s) for the performance and satisfactory accomplishment of all pertinent pre-construction work that is required by the City, in accordance with this Architect/Engineering Design and Related Pre-Construction Activities Contract Agreement; and

WHEREAS, the A/E Contractor has submitted the highest ranked application response to the City's advertised "Request for Qualifications for the completion of all engineering design/specifications/environmental services, surveys, geotechnical, permitting and other pre-construction project work; has been approved as qualified to perform the necessary work; and, has come to terms with the City regarding a mutually acceptable financial payment schedule for the satisfactory performance of the scope of work-project deliverables to be accomplished by the A/E Contractor;

NOW, THEREFORE, IT IS AGREED between the parties, in consideration of the above recitals and the following mutual covenants and stipulations, that:

SECTION I

The CITY hereby agrees and promises:

A. The City agrees to enter into a Firm Fixed Price Contract with the A/E Contractor, for the A/E Contractor's satisfactory completion, as ultimately determined by the City's Project Manager, of the Project Deliverables which comprise this Project's Statement/Scope of Work. In this regard, see Attachment 1 "Statement/Scope of Work-Project Deliverables," of this Contract Agreement; Attachment 2, "Project Deliverables Schedule;" and Attachment 3: "Project Deliverables Contract Budget."

B. In accord with this Firm Fixed Price Contract, wherein payment is made according to quantities or blocks of work being completed and materials furnished the City promises to reimburse the A/E Contractor for the successful completion of the Project Deliverables contained in Attachment 1 of this Contract Agreement, insofar as this Statement/Scope of work requires the A/E Contractor to conduct specific tasks for the graduated, sequential performance and completion of the total required engineering survey/design specifications and related, pre-construction work activities necessary for the rehabilitation of 9th Street. The completion of these integrated, specific tasks, in turn, fulfills the general objective/description of the Project that is stated as follows:

The Project shall consist of: updating and modifying the existing design plans, completion of a 100% project design, developing and assembling complete and acceptable pre-construction plans for the Project; formulating specifications and an engineer's estimate for construction competitive bidding; and, incorporating into the final design the results of the pre-construction findings and engineering work.

C. To reimburse the A/E Contractor for the timely completion of the project deliverables in accord with the \$_____ Contract Budget, contained in Attachment 3 of this Contract Agreement.

D. To make payment to the A/E Contractor, as soon as practicable, upon properly executed billing vouchers which the City's Project Manager is to receive from the A/E Contractor, ordinarily on a monthly basis by the 21st day of each project month. These submitted billings shall include full invoices and back-up materials for expenses incurred by all subcontractors. The billing must include a spreadsheet containing: the total Project Budget according to each Project Deliverable Budget category; expenses incurred for that month according to each Project Deliverable; accumulated expenses according to Project Deliverable categories for the Project year; and, the remaining Budget balance according to Project Deliverable categories. The spreadsheet also will contain Expenditure category headings for Each Project Deliverable category of Direct Project Labor Costs; Expenses Costs (materials, supplies, equipment, travel, etc.); and Administrative Overhead Costs (including the A/E Contractor's profit return). Upon approval of the A/E Contractor's billing voucher, the City will process 90% of the billed payment by the close of the given month. The City, in order to protect itself, will

withhold the final 10% payment on all billings for non-completed Project Deliverables and may withhold a 10% amount on any completed Project Deliverable budgeted amount until, at the close of the Project year, all Project Deliverables shall have been approved as being satisfactorily completed by the City's Project Manager and the FAA. The City may pay the full, fixed price amount for a completed Project Deliverable where the amount being withheld by the City during the term of the Contract, is in excess of the amount adequate for the protection of the City. The City also will require, with each monthly billing from the A/E Contractor, a proposed working plan for the upcoming month.

E. To pay the A/E Contractor, after final approval of the Statement/Scope of Work-Project Deliverables performed by the A/E Contractor, any unpaid portions of the Contract Agreement amount, including the 10% amount that has been withheld by the City, provided that the Contractor first shall have delivered to the City a release of all claims arising under or by virtue of this Contract Agreement.

F. To allow the A/E Contractor an additional time, to extend no later than 12/31/2014, if final Project Deliverable submittals to the City.

G. To work, as feasible, more directly with the A/E Contractor, in order to expedite any Rights of Way Project Deliverable and the submitting of some environmental permits.

H. To provide pertinent Project information to the A/E Contractor's Project Engineering and Accounting Staff.

I. To provide detailed information to the A/E Contractor, as requested, of all provisions in this Contract which are not elaborated in detail.

J. To assume responsibility for the performance of all the following engineering design phase activities of this Contract Agreement:

1. To require the A/E Contractor to provide the services of licensed and qualified engineers, surveyors, architects, hydrogeologists, geologists, inspectors and other technical personnel.

2. To administer and disburse funds, as well as implement a property management system.

3. To review the work of the A/E Contractor, in order to ensure compliance with the requirements of the Project and this Contract.

4. To require the A/E Contractor to retain project records for a minimum of three years following the close of the Contract Agreement.

5. To require the A/E Contractor to provide progress reports and financial status reports on a monthly basis.

K. To issue a Notice to Proceed to the A/E Contractor, with the signing of this Contract Agreement.

SECTION II

The **A/E CONTRACTOR** hereby agrees and promises:

- A. To agree with and abide by the entirety of the content contained in Section I, A-through K, above.
- B. To deliver Electronic File Deliverables to the City for all engineering, design specifications, financial and program reports; and also, for all final Project Deliverable Reports. Drawing files, survey files, specification files, financial spread-sheet files and program narrative files shall be submitted on separate discs. Specifications and program narrative files shall be submitted on electronic storage medium; all financial reports shall be submitted on electronic storage medium.
- C. To perform Project Deliverables in accord with Attachment 1, Statement/Scope of Work-Project Deliverables of this Contract Agreement.
- D. To control all Project Deliverable costs within the approved Project Budget.
- E. To submit complete monthly billings with the monthly financial to the City's Project Manager by the 21st day of each month, together with a report of the upcoming month's projected Project activities.
- F. To complete all Project Deliverables according to the agreed schedule contained in this Contract Agreement. In this regard, the A/E Contractor promises to control the work progress of all subcontractors, so that their work both quantitatively and qualitatively is accomplished in accord with the Project Deliverable Schedule.
- G. To submit with the monthly Project financial reports, a breakdown of the Project Deliverable work both accomplished and to be completed. Brief Program narrative reports, as well as data reports, will be submitted at the same time. The Program reports will emphasize real or foreseen problems arising and list strategies/alternative approaches for meeting these problems, in order to keep the Project on schedule.
- H. The A/E Contractor shall defend, indemnify, and hold harmless the City, Project Manager, Alaska Department of Transportation and Public Facilities, the Denali Commission and their respective officers, agents and employees, from and against any losses, costs, expenses or damages of any nature whatsoever, including for death, personal injury, property damage and/or economic loss, to the extent that they arise out of the negligent acts, errors, omissions, or willful misconduct of the A/E Contractor, its subcontractors, or their respective agents and employees related to the performance of this Contract Agreement.

I. To cure, correct or revise, through re-performance at its expense, any services which are in error, deficient or defective because of the A/E Contractor's failure to perform said services in accordance with professional standards, provided the City has notified the A/E Contractor in writing and within a reasonable time, not to exceed sixty days, of the discovery of any such error or deficiency during the performances of the services and within twelve months of final payment under this Contract Agreement.

J. To name the City and their respective agents and employees on the A/E Contractor's Project insurance coverage policy as an "Additional Insured" and to provide the City with a copy of this document.

K. To provide the City with the selection procedures used for the procuring of all subcontractors/sub-consultants.

L. As feasible and to the maximum extent permitted by law, to require all subcontractors to use local Nenana Laborers for Nenana on-site work tasks.

M. To allow the City to examine the A/E Contractor's Project financial records which the A/E Contractor shall keep for a period of three years following the close of this Contract; also, to submit the findings of the A/E Contractor's independent Auditor regarding the Project as soon as the audit document is completed. In this regard, the A/E Contractor promises that the City shall have access to all Project documents, diskettes, papers and records of the A/E Contractor for the purpose of making audits, excerpts and transcriptions.

N. To comply with the following matters, laws and regulations as related to Project financial and contractual matters:

1. To ensure that no employee, officer or agent of the A/E Contractor, participates in selection, award or administration of a Subcontractor or Sub-Consultant Agreement, if a conflict of interest (actual or apparent) would be involved.

2. Promises that each Agreement entered into with a Subcontractor or Sub-Consultant, shall: be in writing; identifies the interested parties, their authority and the purposes of the contract; provides a statement of work; states the process for making any claim for payments to be made; and, notes the terms of the Agreement; i.e., that it shall be a Fixed Price Agreement.

3. To comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

4. As applicable, to comply with the Davis-Bacon Act (40 USC 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

5. To comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USE 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

6. To abide by all Alaska Department of Labor regulations pertaining to the Project, including reporting of employment insurance payments by the A/E Contractor.

7. To comply with the Miller Act (40 USC 270 a-270f) with regard to performance and payment bonds.

8. Acknowledges that all documents and documentation produced by the A/E Contractor under this Contract Agreement are the property of the City or the FAA.

9. To comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 [h]), Section 508 of the Clean Water Act (33 USC 1368) Executive Order 11738, and EPA regulations 40 CFR Part 15).

10. To comply with mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

11. Guarantees that delivery of items or work to be required will be free of asbestos in any form, except for use of asbestos cement pipe.

12. To comply with Federal Standard No. 313, regarding Hazardous Material Identification and Material Safety Data.

O. As applicable, to abide by the Federal Acquisition Regulations (FAR Clauses); and also, with the various Federal safety, health and environmental compliance Acts.

P. To obtain the approval of private landlords, if Project work should require passing over such private property.

Q. To abide by and comply with all Project review decisions as determined by the City's Project Manager, requiring additional work or corrective action by the A/E Contractor.

R. To maintain the following policies of insurance and require the same of all Subcontractors and Sub-Consultants, both for the term of the Contract and for a period of one year following the performance of the Contract:

1. Workmen's Compensation Insurance covering all non-exempt employees of the A/E Contractor who shall perform any of the obligations of the A/E Contractor under this Contract Agreement;

2. Comprehensive General Liability Insurance covering all operations by, or on behalf of the Contractor, providing insurance for bodily injury or property damage

liability in the amount of \$500,000 per occurrence, plus \$500,000 aggregate for bodily injury, property damage and personal injury; and,

3. Professional Liability Insurance covering negligent errors or omissions which the A/E Contractor makes in the performance of this Contract Agreement, which result in financial loss to the City, in the amount of \$1,000,000 combined single limit, per claim and in the annual aggregate.

4. The policies of the insurance shall be in such form and issued by such insurer as shall be satisfactory to the City. Certificates of insurance shall be submitted to the City upon request and provide for a thirty day notice of cancellation, non-renewal or reduction in limit.

S. To warrant that the personnel designated and authorized to make all final decisions with respect to all Engineering Surveys, Design/Specifications, Environmental Impact Statement and Permit documents, Geotechnical Report determinations, Hydrogeology determinations, anticipated Construction estimates and related Pre-Construction Activities performed under this Contract, shall possess current and valid licenses to so practice in the State of Alaska. The A/E Contractor further warrants that Subcontractors and Sub-Consultants selected to perform services on this project, shall possess a current and valid license(s) to so practice in the State of Alaska. The A/E Contractor promises to exercise that degree of skill, care and judgment commensurate with the professional standards for the services of a similar nature in Alaska. The obligations and duties to be performed under this Contract Agreement shall be performed by persons qualified to perform such duties. The A/E Contractor, if the City shall so direct, shall reassign any person employed by the A/E Contractor in connection with the scope of this Contract Agreement.

T. Agrees that all designs, drawings, specifications, notes, artwork and all other work developed in the performance of this Contract, are produced for hire and remain the sole property of the City and may be used by them for any other purpose without additional compensation to the A/E Contractor. The A/E Contractor agrees not to assign any rights and not to establish any claim under the design patent or copyright laws. The A/E Contractor shall not be liable for the City's reuse, in connection with any other project, of any work product that was generated by the A/E Contractor on this Project. The defense, indemnity and hold harmless obligations of the A/E Contractor under Section 2-I, shall not apply to the reuse of work products on other projects. The A/E Contractor may retain copies of all Project materials and for a period of three years after final payment under this Contract, agrees to furnish and provide access to all retained materials at the request of the City.

U. Promises not to enter into any agreements with Subcontractors/Sub-Consultants for services to be provided under this Contract, without prior approval from the City. Moreover, if the A/E Contractor must replace a Subcontractor/ Sub-Consultant, the A/E Contractor shall submit the name and qualifications of the new Subcontractor/Sub-

Consultant to the City for final approval. 1. City approval of replacement of a Subcontractor/Sub-Consultant shall not be unreasonably withheld.

V. To provide reasonable advance notice of any personnel substitutions for personnel previously offered by the A/E Contractor and who were assumed by the City to be available for performing essential tasks under this Contract. The A/E Contractor shall submit detailed justification to permit evaluation of the impact of any substitutions on the Project. No substitutions shall be made without written consent of the City; however, such consent shall not unreasonably be withheld.

W. To pay all taxes pertaining to its performance under this Contract; and also, to acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this Contract. All actions taken by the A/E Contractor under this Contract Agreement, shall comply with all applicable statutes, ordinances, rules and regulations.

SECTION III

The **CITY** and the **A/E CONTRACTOR** hereby agree:

A. That the City Mayor or his designee shall act as the City's representative with respect to the work to be performed under this Contract Agreement. All Project matters of an architectural/engineering design/specifications nature are delegated by the Mayor to the City's Project Manager.

B. Under no circumstances shall the A/E Contractor be entitled to claim additional compensation or damages for services to be performed under this Contract Agreement, or for services in addition to those to be performed under this Contract Agreement, unless approved in a specific, written, change order, executed prior to the rendition of the services in question.

C. The City can suspend work under this Contract Agreement, which suspension cannot be for a period of not more than thirty days: unless the A/E Contractor has failed to correct the reasons for the original suspension; or, unless the Contractor cannot resolve the reasons for the suspension. The following are reasons why the City may suspend work under the Contract:

1. Differing site conditions encountered upon commencement of scope of work activities which impact health or safety concerns or shall require an increase in the negotiated Contract Budget; or
2. The City discovers non-compliant work.

If the City wishes to suspend work, the City first shall provide written notice to the A/E Contractor and give the latter an opportunity to correct the problem. The City may direct the A/E Contractor to suspend work under the contract only after providing a minimum of 5 working days advance written notice to the A/E Contractor. The notice will describe the nature of the performance deficiencies or imminent safety, health or environmental issues which are the cause for suspending the Project work.

D. That termination of this Contract can occur for Cause or for Convenience.

1. The City can terminate this Contract for Cause in the event non-compliant work is not corrected through the suspension process contained above.

2. Either Party to this Agreement may terminate this Contract Agreement for Cause, for the following reason:

- a) This Contract Agreement may be terminated by either party upon ten days written notice if the other party substantially fails to perform in accordance with its terms, through no fault of the party initiating default termination. If the City terminates the Contract, the City will pay the A/E Contractor a sum equal to the percentage of services completed that can be substantiated in whole or in part by the A/E Contractor. If, following prompt written notice to the A/E Contractor

regarding A/E Contractor's non-conformance with this Agreement, the A/E Contractor's services remain in non-conformance, then the City may withhold the percentage of total compensation attributable to the non-conforming services.

2. The City retains the authority to terminate this Contract for Convenience, in the event City invested funds reserved for the Project Contract payments, need to be used for a material, rather than an economic disaster, that may afflict the Nenana Community. Such physical disasters would include serious earthquake, flooding or fire damage. In such instances the City will notify the A/E Contractor twenty-one days in advance of the proposed termination. The A/E Contractor will be compensated for authorized services and authorized expenditures performed to the date of the receipt of written notice of termination plus reasonable administrative overhead expenses. No fee or other compensation of the uncompleted portion of the Project will be paid.

E. That any and all disputes which shall arise from the interpretation of application of the terms and conditions of this Agreement or that relate to the allegations of non-performance of the mutual obligations of this Contract shall be resolved as follows:

1. The City Mayor as well as the City's Project Manager and the A/E Contractor's Contract Manager and Project Manager, shall meet in order to resolve the dispute. This procedure failing:

2. The two parties shall engage a professional Mediation Consultant, agreeable to both parties, in order to resolve the dispute. This procedure failing:

3. The dispute shall be resolved by binding arbitration. Both parties shall attempt to agree to have one arbitrator; however, if this appears impossible, then each party shall select its own arbitrator and the two chosen arbitrators shall select a third arbitrator and the panel of three arbitrators shall hear the dispute(s). The panel members shall be from a recognized arbitration organization such as the American Arbitration Association and governed by the rules thereof. Unless the arbitrator or arbitration panel awards otherwise, each party is responsible for its own costs and attorney's fees; and both parties shall split equally the costs and fees associated with the arbitrators' fees, whether there be one arbitrator or a panel of three arbitrators.

SECTION IV

IN WITNESS WHEREOF, the parties have executed this Nenana Airport Resurfacing: Architect/Engineering and Related Pre-Construction Activities Contract Agreement, on the date(s) below indicated.

CITY OF NENANA

ABC ARCHITECT/ENGINEERING CO. INC.,

By: _____ By: _____

Title: Mayor Title: Principal and Contract Manager

Date: _____ Date: _____

ATTEST:

By: _____ By: _____

Title: City Clerk Title: Corporation Secretary

Date: _____ Date: _____

PART C
EVALUATION CRITERIA