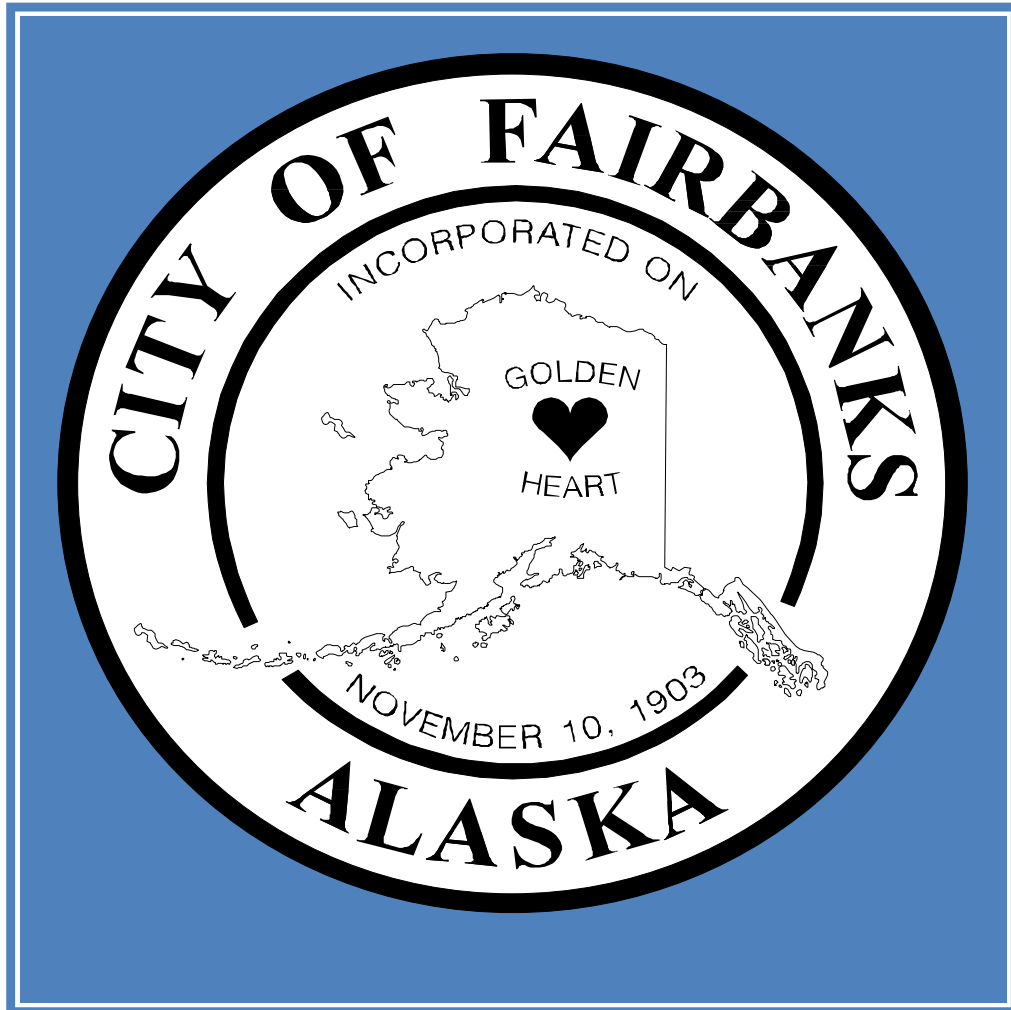


CITY OF FAIRBANKS

Request for Design-Build Proposals

Project No.: RFP-18-02

DPW PACKER BAY VENTILATION PROJECT



January 27, 2018



CITY OF
FAIRBANKS

REQUEST FOR PROPOSAL
COVER SHEET

SUBMITTAL DEADLINE

Time: 10:00 AM
Date: **February 19, 2018**

ISSUE DATE: January 27, 2018
PROJECT: DPW PACKER BAY
VENTILATION DESIGN BUILD

Project No.: **RFP-18-02**

DELIVER PROPOSALS TO:
Office of the City Clerk
City of Fairbanks
800 Cushman Street
Fairbanks, Alaska 99701

**Proposals Delivered To Another Location Will
Not Be Considered. Offices Closed 12-1:00 PM**

PURCHASING AGENT

_____/s
Carmen Randle

Date: January 26, 2018

SECTION FOR VENDOR USE: RETURN THIS ORIGINAL, COPY FOR YOUR FILES

PROJECT: _____
DATE OF PROPOSAL: _____
BUSINESS NAME: _____
BUSINESS LICENSE NUMBER: _____
MAILING ADDRESS: _____
PHYSICAL ADDRESS: _____
TELEPHONE NUMBER: _____ FAX: _____

BY: _____ TITLE: _____
(signature)

THIS IS NOT AN ORDER. THE ATTACHED TERMS AND CONDITIONS SHALL BECOME PART OF ANY CONTRACT RESULTING FROM THIS REQUEST FOR PROPOSAL. PROPOSALS SHALL BE SUBMITTED IN THE INDICATED FORMAT; ORIGINAL SIGNATURES MUST BE SUBMITTED ON THE FORM PROVIDED.

SECTION 1

ANNOUNCEMENT

INVITATION FOR DESIGN-BUILD PROPOSALS

The City of Fairbanks, is requesting proposals from firms qualified and interested in providing:

DPW PACKER BAY VENTILATION PROJECT

Project No.: RFP 18-02

This contract will be for all services required for design and construction of a heat recovery unit and ventilation system for the Public Works "Packer" Bay, 2121 Peger Road, Fairbanks, Alaska. The proposed contract award amount is estimated between \$60,000 and \$100,000. Davis Bacon Act per AS 36.05.010 applies.

Bid Documents: Interested firms may obtain a copy of Bid Documents **only in electronic format**, via internet connection, at <http://www.fairbanksalaska.us/departments/personnel-and-purchasing/invitations-to-bid/>.

It is your **mandatory** responsibility to register as a Plan Holder by contacting Patrick Smith, Project Manager, 907/459-6766, or by e-mail to psmith@fairbanks.us. Only registered bidders will be allowed to bid, or will receive addenda to this Invitation, if any. Deadline to register is 10:00 AM Tuesday, February 6, 2018.

Pre-Bid Facility Tour: A Mandatory pre-bid tour will be held 10:00 AM Tuesday, February 6, 2018, at the facility.

Submittal Deadline: Bids will be received by the City Clerk's office until 10:00 AM (local time) February 19, 2018 at 800 Cushman Street, Fairbanks, Alaska 99701.

Project: The RFP Documents identify the Scope of Work in greater detail.

Publish: January 27, 31, and February 4, 2018

**CITY OF FAIRBANKS
REQUEST FOR DESIGN-BUILD PROPOSALS**

**PROJECT NAME: DPW PACKER BARN VENTILATION
INVITATION NUMBER: RFP-18-02**

SECTION 2

2.1 INVITATION TO SUBMIT PROPOSALS.

The City of Fairbanks, 800 Cushman Street, Fairbanks, Alaska 99701, requests proposals from qualified firms to design and install a new ventilation system in one heavy equipment bay (“Packer Bay”) at the Public Works Facility, 2121 Peger Road, including exhaust and pre-heated make-up air supply and potential Additive Alternates, all as described more particularly in this Section.

The Design-Builder selected will provide all services necessary to design and furnish the specified Work in accordance with the guidelines and standards in this Request for Proposals. Proposals will be evaluated for their response to selection criteria, material specifications, functional design and features.

The City reserves the right to conduct a pre-award survey and to interview any firm under consideration to confirm any of the information furnished by that firm.

See Schedule at the end of this Section 2.

2.2 PROJECT BACKGROUND and SCOPE OF WORK

The Public Works facility was built in 1978. For reference only, the original structure contains 33,200 square feet of gross building area. An addition was constructed in 2013 (“Addition 2”): a new bay for storage of the City’s compaction type garbage trucks, referred to as “Packers”, was added to the north of the original building, and contains 4,686 Square Feet. Interior volume is approximately 90,000 cubic feet. This bay is identified as Room 232 on the Drawings. Heat in this bay is provided by hydronic radiant floor heating.

Construction of the Packer Bay is conventional steel frame with pre-manufactured insulated exterior panels. Six overhead doors provide equipment ingress / egress, with three of these doors on each of the east and west elevations. Each door measures 14’ W X 12’ H. There are two exterior man doors, and one door leading to adjacent Warm Storage.

Overhead door cycling: Six Packers park in the Bay. Packers are on a three day schedule, being out and in use Monday, Tuesday and Wednesday of each week. Packer crews typically depart between 7:30 and 8:00 am, returning between 4:00 and 5:00 pm for each of the three days of weekly use. Overhead doors are operated at

these times, and, during cold weather, Packers return to the Bay between 11:30 am and 12:30 am to warm equipment hydraulics.

Refuse carried in the Packers creates a significant, unpleasant odor that is detrimental to the work place and may be an airborne health hazard.

At time of construction, funding for ventilation in the Packer Barn was not available. Since construction, refuse odor has been controlled to some extent by leaving the overhead doors open during business hours, but only during the summer season. The object of this RFP is to provide mechanical ventilation, including exhaust and tempered make-up air with sufficient air changes per hour to correct the odor condition.

2.3 AVAILABLE HEAT SOURCE AND HYDRONIC PIPING:

A Burnham V905A boiler with a gross output of 646 MBH is located on the south side of Warm Storage Bay 204. From this boiler, insulated supply and return runs of insulated 1-1/2" copper piping are routed north overhead and terminate near the ceiling of Bay 204 ("Grader Barn") where adjacent to Packer Bay 232. This assembly is available for the Proposer's use, who shall independently verify its suitability for the intended purpose. See Sheet M2.1, Owner Provided Drawings.

For all new hydronic piping, provide Owens-Corning high density, resin-bonded pipe insulation or approved equal. Provide PVC wrapping, including at pipes and elbows. System glycol is Arctic Therm P-50 Polypropylene (required).

2.4 BASIS OF DESIGN:

The 2013 Mechanical drawings depict a schematic ventilation system employing a Heat Recovery Unit with associated ductwork, shown on Sheet M3.1 and marked "Not In Contract" (see Owner Provided Drawings). For the purposes of this RFP, this schematic shall serve as the "Basis of Design". It shall be the duty of the successful proposer to analyze the Basis of Design, to verify its capacity, and to revise or modify if or as necessary to meet the project objective. The Basis of Design is not intended to limit or impede the ingenuity or unique design approach of the Proposers.

Greenheck make-up air unit, fan-coil unit and associated components or approved equal are reflective of the intended product quality.

Under this contract, drawings stamped by a registered professional engineer for each discipline are required by the City of Fairbanks Building Department for this project. Construction shall be supervised by licensed Mechanical and Electrical Administrators. Contractor shall obtain all required building permits, and pay associated fees.

Construction floor plans and the Basis of Design are provided in Section 9, Owner Drawings.

2.5 ADDITIVE ALTERNATE No. 1 – Digital Control.

Public Works is equipped with Digital Control ability. Field panels are cabled to an IP Switch with available ports located the PW Network Closet Room 304 (shown on the drawings as Telephone 304). This Switch routes signals to a central DDC Server, located in the City Hall Data Center, second floor, at 800Cushman Street. Access to the City Hall Data Center shall be coordinated with AlasConnect, the City's contract Information Technology provider.

At Public Works, a work station with software for the DDC is located in the Facility Manager's office, Room 226, in the original PW building. This is a Siemens Technology system operating under Apogee Insight Ver. 3.15. A schematic view of the system is included under Owner Drawings.

Routing, Raceways and Concealment: Data cabling from the new Work to the Network Closet may be routed in EMT conduit in shop or other areas open to structure. Where EMT is employed, conduit ends shall be fitted with an un-grounded plastic bushing. Routing in finished areas shall be concealed in walls or ceilings by "fishing", or by use of Wire Mold raceway and accessories. Raceways shall be left with two "pull lines" in place for future cable pulling Provide all necessary cable terminations with labeling at each end. Cable shall be installed by a BICSI certified technician of not less than the Associate level. Provide Berk-Tec LANmark 1000 Cat-6 cable, Riser Rated. See also, Price Proposal Form.

2.6 APPLICABLE CODES AND STANDARDS

It shall be the duty of the proposer to be fully informed of and to design and construct in compliance with, but not limited to, the following codes and regulations.

- National Electrical Code (NEC) 2014 Edition.
- Uniform Plumbing Code (UPC) 2015 Edition.
- International Mechanical Code (UMC) 2015 Edition.
- ANSI/TIA-568-C.2 "*Commercial Balanced Twisted-Pair Telecommunications Cabling and Components Standard*"
- ANSI/TIA-1152
- ANSI/TIA-1152 (Table 3)
- ANSI/TIA-568-C Annex C
- TIA Standard 568-B.2-10
- IEEE 802.3an 10GBASE-T standard
- BICSI & RCDD
- National Electrical Manufacturers' Association (NEMA)
- Underwriters Laboratory, Inc., UL 1666, CMR, UL Listed
- Underwriters Laboratory, Inc., Standards for Safety

2.7 OBJECTIVE

The objective of this RFP process is to obtain a concise representation of the Proposer's capabilities which will enable the City to evaluate respondents for providing services described herein. The selection of a successful respondent and the execution of an agreement will be accomplished in accordance with the Fairbanks Code of Ordinances.

2.8 INSTRUCTIONS TO PROPOSERS.

Proposals submitted by interested firms must include the following elements:

Part A - Qualifications and Technical Proposal, See Section 2, Evaluation Criteria. Submit three (3) copies of your Proposal in lay-flat 3-ring binders. Include one (1) electronic copy in .PDF format (UBS or Compact Disk). Note: pricing shall be submitted in a separate, sealed envelope, and shall not be included in your Qualifications and Technical Proposal Submittal (see **Fixed Price Proposal Form**).

Part B - Contract Price Submittal shall be submitted on the Proposal Price Form, included **Section 6**, in a separate sealed envelope. State on the Proposal Price Form the Proposer's lump sum fee, on a turn key basis, such that nothing remains to be purchased or performed by the Owner unless noted otherwise in this RFP.

NOTE: See Price Proposal Form for "Base Bid" and Alternate No. 1.

2.8.1 PROPOSAL DUE DATE. Proposals shall be due at the City Clerk Office at 800 Cushman Street, Fairbanks, Alaska, 99701 on Monday, February 19, 2018 at 10:00 AM. Proposals shall be considered proprietary and confidential information, until completion of the Design/Builder Selection Procedure. Upon completion of the Selection Procedure, all written proposals submitted shall be considered the property of the City. Submittal shall be made in person only.

2.8.2 Contract Award. A binding contract between the Successful Proposer and the City is subject to approval by the City Mayor, anticipated by **March 5, 2018**. See Project Schedule, below.

2.8.3 REJECTION OF PROPOSALS.

The City reserves the right to reject any and all proposals in response to this RFP that are deemed not to be in its best interest. The City further reserves the right to cancel or amend this RFP at any time, and will notify all registered Proposers accordingly.

2.8.4 PROPOSAL DOCUMENT LIST.

The following documents are included in this RFP:

- SECTION 00.** Cover Sheet.
- SECTION 0.** RFP Submittal Cover dated January 27, 2018
- SECTION 1.** Public Invitation
- SECTION 2.** Request for Proposals and Scope of Work
- SECTION 3.** Evaluation Criteria
- SECTION 4.** Agreement between Owner and Design/Builder
- SECTION 5.** General Conditions
- SECTION 6.** Bonds & Certificates
- SECTION 7.** Fixed Price Proposal Form
- SECTION 8.** Wage Determination / Rates of Pay.
- SECTION 9.** Owner Provided Drawings & Photos

2.9 PROJECT SCHEDULE

Subject to the requirements and constraints outlined in the paragraph below, the Contracting Agency estimates the following schedule for the referenced Project:

No.	Activity	Deadline
Request for Design-Build Proposals		
1.	RFP Issued	JAN. 27, 2018
2.	Pre-Bid Facility Tour (Mandatory) – 10 AM Tuesday	FEB. 6, 2018
3.	Deadline for Proposer's Requests for Information (RFI's).	FEB. 12, 2018
4.	Last addendum published.	FEB. 15, 2018
5.	Deadline for receipt of technical and cost proposals: 10: AM local time	FEB. 19, 2018
6.	Selection Committee reviews proposals for responsiveness	FEB. 20 - 21, 2018
7.	City opens cost proposals	FEB. 21, 2018
8.	City issues Notice of Intent to Award Contract to the Proposer with the best responsive lowest price proposal. All proposers notified.	FEB. 21, 2018
9.	Mayor Awards Contract / Notice to Proceed and turns site over to contractor.	MARCH 5, 2018
10.	Preferred Installation Complete and Fully Functional (contractor shall submit schedule assuming Notice to Proceed MARCH 15, 2018)	MAY 15, 2018

The Owner reserves the right to modify the Competition Schedule prior to proposal submittals, or to terminate the RFP at any time.

DPW Packer Bay Ventilation Project
City of Fairbanks Project No.: RFP 18-02

SECTION 3

DESIGN/BUILD SERVICES SELECTION EVALUATION CRITERIA

DPW Packer Bay Ventilation Project
City of Fairbanks Project No.: RFP 18-02

DESIGN/BUILD PROPOSAL EVALUATION CRITERIA
TOTAL MAXIMUM POINTS = 100

The following criteria will serve as evaluation guidelines for each Evaluation Committee Member. The Proposer is advised to address each criterion directly.

1. QUALIFICATIONS (40 Total Points Maximum)

A. Firm / Team Qualifications (20 Points Maximum)

- 1) Brief history, references, and financial stability of Design/Build Team.
- 2) Performance History – Briefly state Proposer’s previous performance in installation of ventilation systems.
- 3) Brief statement of experience of technical and systems design personnel.
- 4) Describe Design/Build Team’s ability, capacity, and skill to manage projects similar to that required under this RFP.
- 5) Completed minimum of 8 previous installations of similar nature in the last 6 years.
- 7) Project team organization; provide a simple org chart.

B. Administrators/ Engineers / Project Manager Qualifications (20 Points Maximum)

- 1) Personal qualification and prior experience with project of similar type.
- 2) Role during design and construction phase.

2. QUALITY OF DESIGN (50 Total Points Maximum)

A. General Design (25 Points Maximum)

- 1) Proposed Consultation Process with Owner
- 2) Proposed design meets Owner requirements for function, maintenance and durability.
- 3) Functional Design addresses live cycle and durability.

B. Packer Bay Ventilation System Design (25 Points Maximum)

- 1) Technology solutions are optimal and well supported by narrative / graphic description. Detailed, AutoCad drawings are not necessary at time of proposal submittal. Provide sufficient drawings or sketches and, in particular, a narrative discussion to clearly explain your solution.
- 2) Reliability and Quality of Products Submitted
- 3) Proposal reflects best “feature set” within the budget
- 4) Completeness and efficiency of the total design and installation package

3. SCHEDULE (10 Points Maximum)

A. Submit Schedule and Completion Date

1. The Owner’s desired completion date is March 15, 2018. Proposers shall submit a detailed schedule from inception through completion. Any reasonable scheduling format is allowed. Schedules will be evaluated on how closely the overall schedule and completion date conforms to the Owner’s expectations.

DPW Packer Bay Ventilation Project
City of Fairbanks Project No.: RFP 18-02

SPECIAL NOTE: Proposer submittals will first be scored on a “yes” / “No” (pass / fail) for completeness, determining that the proposer did submit an answer for each question. The proposal will next be scored for award of quality points.

SECTION 4

Design -Build Agreement

Agreement Between Owner and Design-Builder - Lump Sum

*This document has important legal consequences. Consultation with
an attorney is recommended with respect to its completion or modification.*

This **AGREEMENT** is made as of the ____ day of _____ 2018 by and between
the following parties, for services in connection with the Project identified below.

OWNER:

(Name and address)

CITY OF FAIRBANKS
800 Cushman Street
Fairbanks, Alaska 99701

DESIGN-BUILDER:

PROJECT:

*(Include Project name and location
as it will appear in the Contract
Documents)*

Project Name:	DPW Packer Bay Ventilation
Project Location:	2121 Peger Road, Fairbanks, Alaska
Project Number:	RFP 18-02

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

DPW Packer Bay Ventilation Project
City of Fairbanks Project No.: RFP 18-02

Article 1

Scope of Work

1.1 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

- .1** All written modifications, amendments and change orders to this Agreement issued in accordance with General Conditions of Contract between Owner and Design-Builder ("General Conditions of Contract");
- .2** This Agreement, together with all exhibits and attachments, executed by Owner and Design-Builder;
- .3** The General Conditions of Contract;
- .4** Design-Builder's Deviation List, if any, contained in Design-Builder's Proposal, which shall specifically identify any and all deviations from Owner's Project Criteria;
- .5** Owner's Project Criteria; including the Owner's Request for Qualifications (RFQ) and the Owner's Request for Proposals (RFP) in their entireties.
- .6** Design-Builder's Proposal and exhibits, except for the Deviation List, submitted in response to Owner's Project Criteria and Request for Proposals (RFP); and any unsolicited Alternates to the Proposal accepted by the City in writing.
- .7** Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract;
- .8** The following other documents, if any: *(Identify, for example, Unit Price Schedules, Design-Builder's allowances, Performance Standard Requirements, Owner's Permit List and any other document Owner and Design-Builder elect to make a Contract Document)*
 - .8.1** The Design-Builders Statement of Qualifications submitted in response to the Owner's Request for Qualifications (RFQ).

Article 3

Interpretation and Intent

3.1 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof with the lower numbered Contract Documents having precedence over higher numbered Contract Documents. Within listed documents or groups of documents, the later dated shall have precedence over the earlier, and specific requirements shall have precedence over general requirements.

3.2 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.3 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

4.1 Work Product. All drawings, specifications and other documents and electronic data furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including the copyrights thereto.

4.2 Owner's Limited License. Owner shall own a paid-up, nonexclusive, royalty-free license to use and utilize the Work Product in connection with the Owner's design and construction of the Project.

4.3 Owner's Responsibility for Use of the Work Product Except in Connection with the Work. Design-Builder disclaims any and all liability that may arise out of the Owner's use of the Work Product in connection with any design or construction, other than the Work contemplated under this Agreement. Owner's use of the Work Product in connection with such other design or construction shall be at the Owner's sole risk and expense.

Article 5

Contract Time

5.1 Date of Commencement. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

5.2 Substantial Completion and Final Completion

5.2.1 Substantial Completion of the entire Work shall be achieved no later than **MAY 15, 2018**. ("Scheduled Substantial Completion Date"). Final completion shall be no later than **MAY 30, 2018**.

DPW Packer Bay Ventilation Project
City of Fairbanks Project No.: RFP 18-02

5.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work shall be achieved as follows:

- .1 Complete and submit for review Design Development Documents not later than (14) calendar days after receipt of Owner's Notice to Proceed as indicated in the Design-builder's Proposal.
- .2 Complete and submit for review 95% Construction Documents not later than (14) calendar days after receipt of Owner's Notice to Proceed as indicated in the Design-Builder's Proposal.
- .3 Complete and submit for review 100% Construction Documents not later than (14) calendar days after receipt of Owner's Notice to Proceed as indicated in the Design-Builder's Proposal.

5.2.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable.

5.2.4 All of the dates set forth in this Article 5 ("Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 Liquidated Damages. Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by seven (7) days after the Scheduled Substantial Completion Date (the "LD Date"), Designer-Builder shall pay Owner Two Hundred and 00/100 Dollars (\$ 200.00) as liquidated damages for each day that Substantial Completion extends beyond the LD Date

The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature incurred by Owner which are caused by any delay in achieving Substantial Completion.

Article 6

Contract Price

6.1 Contract Price. Owner shall pay Design-Builder in accordance with the General Conditions of Contract the sum of _____ ("Contract Price"), subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

6.2 Markups for Changes. If the Contract Price requires an adjustment due to changes in the Work, and the cost of such changes is determined under Sections 9.4.1.3 or 9.4.1.4 of the General Conditions of Contract, the following markups shall be allowed on such changes: The Design-Builder shall be entitled to a markup for overhead and profit of ten percent (10%) of the net increase in the Contract Price calculated in accordance with the General Conditions. Subcontractors and Design Consultants shall be entitled to a similar markup for their respective sub-subcontractors and subconsultants.

Article 7

Procedure for Payment

7.1 Progress Payments

7.1.1 Design-Builder shall submit to Owner by the seventh (7th) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.1.2 Owner shall make payment within thirty (30) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract and with AS 36.90.200(a), but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.2 Withholding Payments and Retainage on Progress Payments

7.2.1 Withholding Payments. The Owner may withhold or refuse payment for any of the reasons listed below, provided it gives written notice of its intent to withhold and of the basis for withholding:

- .1 The Work is defective, or completed Work has been damaged requiring correction or replacement, or has been installed without approval of shop drawings, or by an unapproved Subcontractor, or for unsuitable storage of materials and equipment;
- .2 The Contract Price has been reduced by Change Order;
- .3 The Owner has been required to correct defective Work or complete Work in accordance with Article 2.10.2 of the General Conditions of Contract.
- .4 The Owner has actual knowledge of the occurrence of any of the events enumerated in Article 11.2.1 of the General Conditions of Contract;
- .5 Claims have been made against the Owner or against the funds held by the Owner on account of the Design-Builder's actions or inactions in performing this Contract, or there are other items entitling the Owner to set off funds to satisfy such claims;
- .6 Subsequently discovered evidence or the results of subsequent inspections or tests, nullify any previous payments for reasons stated in Articles 7.2.1.1 through 7.2.1.5 above;
- .7 The Design-Builder has failed to fulfill or is in violation of any of its obligations under any provision of this Contract.

7.2.2 Joint Payment of Funds. If the Owner has received written notice from the Surety that a Subcontractor, laborer or material man has not been paid as required in their contract with the Design-Builder for services performed, labor furnished or materials supplied; then the Owner may issue payment jointly to both the Design-Builder and Surety. If initiated, joint payment shall continue until notified in writing by the Surety that such action is no longer necessary.

7.2.3 Retainage. At any time the Owner finds that satisfactory progress is not being made it may in addition to the amounts withheld under Article 7.2.1 above retain a maximum amount equal to ten percent (10%) of the total amount earned on all subsequent progress payments. This retainage may be released at such time as the Owner finds that satisfactory progress is being made.

7.2.4 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an

DPW Packer Bay Ventilation Project
City of Fairbanks Project No.: RFP 18-02

amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within thirty (30) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.4 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest in accordance with the provisions of AS 36.90.200(a).

7.5 Record Keeping and Finance Controls. With respect to changes in the Work performed on a cost basis by Design-Builder pursuant to the Contract Documents, Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of five (5) years after Final Payment, or longer as required by applicable laws, Owner and Owner's accountants shall be afforded access from time to time, upon reasonable notice, to Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to changes in the Work performed on a cost basis in accordance with the Contract Documents, all of which Design-Builder shall preserve for a period of five (5) years after Final Payment.

Article 8

Reserved

Article 9

Representatives of the Parties

9.1 Owner's Representatives

9.1.1 Owner designates the individual listed below as its Contracting Officer which individual has authority and responsibility for avoiding and resolving disputes under Section 10.1 of the General Conditions of Contract:

Carmen Randle, CFO / Purchasing Agent
CITY OF FAIRBANKS
800 Cushman Street
Fairbanks, Alaska 99701

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract:

Patrick Smith, Project Manager
CITY OF FAIRBANKS
800 Cushman Street
Fairbanks, Alaska 99701

9.2 Design-Builder's Representatives (list here):

Article 10

DPW Packer Bay Ventilation Project
City of Fairbanks Project No.: RFP 18-02

Bonds and Insurance

10.1 Insurance. Design-Builder shall procure in accordance with Article 5 of the General Conditions of Contract the following insurance coverages:

Contractor must furnish a certificate of insurance within the (10) days of receipt of the Notice-of-Intent to Award and must endorse policies to provide for a thirty (30) day prior notice of cancellation, non-renewal or material change of the policies. Failure to furnish satisfactory evidence of insurance or lapse of policy is a material breach of the contract and grounds for termination of this agreement. Each policy shall be endorsed with a waiver of subrogation in favor of the Owner. All other insurance policies required of the Contractor by this agreement shall be endorsed to provide that such insurance shall apply as primary insurance and that any insurance or self-insured carried by the Owner will be excess only and will not contribute with the insurance required by this agreement. All other insurance policies required of the Contractor and subcontractors by this Agreement shall be endorsed to name the Owner as additional insured. All insurance shall be on an occurrence from acceptable to the Owner and having an A.M. Best rating of "A" or better.

10.1.1 Workers' Compensation and Employers' Liability Insurance as required by any applicable law or regulation. Employers' liability insurance shall be in the amount no less than \$500,000 each accident for bodily injury, \$500,000 policy limit for bodily injury by disease and \$500,000 each employee for bodily injury by disease. 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 work. If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employee, coverage shall be included for such injuries or claims.

10.1.2 Commercial General Liability Insurance: The Contractor is required to provide Commercial General Liability (CGL) insurance with limits not less than \$2,000,000 combined single limit per occurrence and \$5,000,000 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.

10.1.3 Comprehensive Automobile Liability Insurance: Covering all owned, hired and non-owned vehicles with coverage limits not less than \$1,000,000 single limit per occurrence bodily injury and property damage.

10.1.4 Property Insurance: **NOT REQUIRED – THIS PROJECT.** The Contractor shall submit to the Owner evidence of All Risk Builder's Risk Insurance for all physical loss, including earthquake and flood (100% completed value basis) upon the entire work naming the Owner, the Contractor and the subcontractors as additional insured parties and as their interests may appear to the full contract sum thereof, until the project is completed by the Contractor and accepted by the Owner. The policy, by endorsement, shall specifically permit partial or beneficial occupancy at or prior to substantial completion or final acceptance of the entire work.(Only if applicable)

A. **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. All endorsements shall reference policy number and the project name and project number. The Owner is the City of Fairbanks and is to be identified on all certificates and endorsements.

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B. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City of Fairbanks its officers, and employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action, or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress or death) arising directly or indirectly in connection with the performance or activities of the Contractor hereunder, whether the same arises before or after completion of the contractor's operations or expiration of this Agreement, except for damage, loss or injury resulting from the Owner's gross negligence or willful misconduct.

C. Without limiting its indemnification, the Contractor shall maintain, until acceptance of the project by the Owner, occurrence type coverage of the kinds and minimum amounts set forth above. 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 rise or lower the limit.

10.2 Bonds and Other Performance Security. Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security: *(Insert the amount of bonds and any other conditions of the bonds or other security)*

10.2.1 Performance and Payment Bond – NOT REQUIRED FOR THIS PROJECT. The Design-Builder shall provide performance and payment bonds each in the amount of 100 percent of the contract price in the form provided in the RFP documents. These bonds shall serve as security for the faithful performance of the work and as security for the faithful payment and satisfaction of the persons furnishing materials and performing labor on the work. The bonds shall be issued by a corporation duly and legally licensed to transact surety business in the State of Alaska. Such bonds shall remain in force throughout the period required to complete the work, and thereafter for a period of 365 calendar days after Final Payment. The bonds must be executed by a duly licensed surety company, which is listed in the latest Circular 570 of the United States Treasury Department, as being acceptable as surety on federal bonds. No surety's liability on the bonds shall exceed the underwriting limitations for the respective surety specified in Circular 570. The scope of the bonds or the form thereof prescribed in these Contract Documents shall in no way affect or alter the liabilities of the Design-Builder to the Owner as set forth herein.

Article 11

Other Provisions

11.1 Other provisions, if any, are as follows: *(Insert any additional provisions)*

11.2 Information and Services from Others. The Owner may, at its election or in response to a request from the Design-Builder, furnish information or services from other contractors. If, in the Design-Builder's opinion, such information or services is inadequate, the Design-Builder must notify the Owner of the specific service or material deemed inadequate and the extent of the inadequacy prior to use in the performance of this Agreement. The Owner will then evaluate and resolve the matter in writing. Unless so notified by the Design-Builder, the Owner may assume the information or services provided are adequate.

11.3 Equal Employment Opportunity.

11.3.1 The Design-Builder shall comply with the following applicable laws and directives and regulations of the Owner which effectuate them; all of which are incorporated herein by reference:

Title IV of Federal Civil Rights Act of 1964;

Federal Executive Order 11625 (Equal Employment Opportunity);

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

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

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

“ATTACHMENT 1” to this Agreement, Federal contract clauses.

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

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

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

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

11.3.6 The Design-Builder shall include the provisions of this article in every contract, and shall require the inclusion of these obligations in every contract entered into by any of its Subcontractors, so that these obligations will be binding upon each Subcontractor.

11.4 Owner Inspections. The Owner has the right to inspect, in the manner and at reasonable times it considers appropriate during the period of this Agreement, all facilities and activities of the Design-Builder as may be engaged in the performance of this Agreement.

11.5 Officials Not to Benefit. No member of or delegate to Congress, United States Commissioner or other officials of the Federal, State, Political subdivision or Local Government shall be admitted to any share or part of this Agreement or any benefit to arise therefrom.

11.6 Independent Contractor

11.6.1 The Design-Builder and its agents and employees shall act in an independent capacity and not as officers or agents of the Owner in the performance of this Agreement except that the Design-Builder may function as the Owner’s agent as may be specifically set forth in this Agreement.

11.6.2 Any and all employees of the Design-Builder, while engaged in the performance of any work or services required by the Design-Builder under this Agreement, shall be considered employees of the Design-Builder only and not of the Owner and any and all Claims that may or might arise under the Worker’s Compensation Act on behalf of said employees, while so engaged and any and all Claims made by a third party as a consequence of any negligent act or omission on the part of the Design-Builder’s

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employees, while so engaged on any of the services to be rendered herein, shall be the sole obligation and responsibility of the Design-Builder.

11.6.3 This Agreement will be declared null and void should the Owner determine that by Internal Revenue Service definitions the Design-Builder is an employee of the Owner.

11.7 Proselytizing. The Design-Builder agrees that it will not engage on a full or part time basis, during the period of this Agreement, any person or persons who are or have been employed by the Owner during the period of this Agreement or during the 90 days immediately preceding the date of this Agreement except those who have been regularly retired or approved in writing by the Owner.

11.8 Covenant Against Contingent Fees

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

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

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

11.9 Extent of Agreement

11.9.1 This Agreement including appendices represents the entire and integrated Agreement between the Owner and the Design-Builder and supersedes all prior negotiations, representations or Agreements, written or oral.

11.9.2 Nothing contained herein may be deemed to create any direct contractual relationship between the Owner and any Subcontractors or material suppliers; nor may anything contained herein be deemed to give any third party Claim or right of action against the Owner or the Design-Builder which does not otherwise exist without this Agreement.

11.9.3 This Agreement may be changed only by written Amendment executed by both the Owner and the Design-Builder.

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

11.9.5 The Design-Builder on receiving final payment will execute a release, if required, in full of all Claims against the Owner arising out of or by reason of the services and work products furnished and under this Agreement.

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

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ACCEPTED

BY: _____

_____ Date

(CORPORATE SEAL)

ATTEST: _____

Corporate Secretary (if applicable)

Date

Note: If CONTRACTOR is a Corporation, a Limited Liability Company or a Partnership, attach evidence of authority to sign.

CITY OF FAIRBANKS
FAIRBANKS, ALASKA
(Owner)
APPROVED

BY: _____

Jim MATHERLY, Mayor

_____ Date

ATTEST: _____

DANYIELLE SNIDER, City Clerk

_____ Date

RECOMENDED

BY: _____

PATRICK SMITH, Project Manager

_____ Date

APPROVED AS TO FORM

BY: _____

PAUL EWERS, City Attorney

_____ Date

End of Design-Build Agreement

SECTION 5

General Conditions of Contract Between Owner and Design-Builder

*This document has important legal consequences. Consultation with
an attorney is recommended with respect to its completion or modification.*

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Article 1

General

1.1 Mutual Obligations

1.1.1 Owner and Design-Builder commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

1.2.1 *Agreement* refers to the executed contract between Owner and Design-Builder titled *Agreement Between Owner and Design-Builder - Lump Sum* and included in the RFP.

1.2.2 *Day* or *Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.3 *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder or Subcontractor, to furnish design services required under the Contract Documents.

1.2.4 *Hazardous Materials and Waste* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.5 *General Conditions of Contract* refer to these *General Conditions of Contract Between Owner and Design-Builder* included in the RFP.

1.2.6 *Regulatory Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.7 *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, performance requirements and other Project-specific technical materials and requirements. Owner's Project Criteria includes the Owner's Request for Qualifications (RFQ) and the Owner's Request for Proposals (RFP) in their entirety.

1.2.8 *Site* is the land or premises on which the Project is located.

1.2.9 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

1.2.10 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

1.2.11 *Substantial Completion* is the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete so that Owner can occupy and use the Project or a portion thereof for its intended purposes.

1.2.12 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

1.2.13 *Appeals Officer* is the individual appointed by the Owner to rule on claims appeals under Article 10.1 Claims and Disputes.

1.2.14 *Contracting Officer* is the individual identified in the Agreement and authorized by the Owner to execute the Agreement between the Owner the Design-Builder.

Article 2
Design-Builder's Services and Responsibilities

2.1 General Services

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the written mutual agreement of Owner and Design-Builder.

2.1.2 Design-Builder shall provide Owner with a monthly status report detailing the progress of the Work, including whether (i) the Work is proceeding according to schedule, (ii) discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) health and safety issues exist in connection with the Work, and (iv) other items require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.3 Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall be a critical path method schedule and shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of and response to the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures,

including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. The Owner is a third-party beneficiary of the contracts between the Design-Builder and the Design Consultants. Without limiting the generality of the foregoing, the Owner is a third-party beneficiary of the duty of care owed by the Design Consultants to the Design Builder. The Owner has no obligation to the Design Consultant.

2.3 Standard of Care for Design Professional Services

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project. Notwithstanding the preceding sentence, if the parties agree upon specific performance standards for any aspect of the Work, which standards are set forth below in the paragraph entitled "Performance Standard Requirements," the design professional services shall be performed to achieve such standards.

2.3.2 Performance Standard Requirements.

2.3.2.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession that possess the same or similar skills and experiences as the Design-Builder, as evidenced by the Design-Builder's Statement of Qualifications submitted in response to the Owner's Request for Qualifications (RFQ). Such Statement of Qualifications is attached to and made a part of this Agreement.

2.3.2.2 When such standards are in dispute, they shall be established by a panel of three qualified, impartial professionals objectively selected and appointed by the Owner's Appeals Officer.

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

2.4 Design Development Services

2.4.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any significant changes or deviations from the Contract Documents, or, if applicable, previously submitted design submissions. Minutes of the meetings will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.4.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall

submit one set of approved Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and approval of interim design submissions and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions and Construction Documents shall be deemed to transfer any design liability from Design-Builder or Design Consultant to Owner.

2.4.4 To the extent not prohibited by the Contract Documents or Regulatory Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Regulatory Requirements

2.5.1 Design-Builder shall perform the Work in accordance with all Regulatory Requirements and shall provide all notices applicable to the Work as required by the Regulatory Requirements.

2.5.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Regulatory Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Regulatory Requirements.

2.6 Government Approvals and Permits

2.6.1 Not Used.

2.6.2 Not Used.

2.7 Design-Builder's Construction Phase Services

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor under contract directly to

Owner, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed in the State of Alaska and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance.

2.7.4 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes.

2.8 Design-Builder's Responsibility for Project Safety

2.8.1 As between Owner and Design-Builder, safety related to activities of Design-Builder is the exclusive responsibility of the Design-Builder.

Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

2.8.2 Design-Builder and Subcontractors shall comply with all Regulatory Requirements relating to safety. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Regulatory Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Regulatory Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

2.9 Design-Builder's Warranty

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents, fit for their intended purpose, and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work by persons other than Design-Builder or anyone for whose acts Design-Builder may be responsible. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

1. **Qualifications:** Design-Builder warrants to the Owner that it and its subcontractors, suppliers, materials men, and manufacturers have specialized knowledge and expertise of the Work described in the Contract Documents, including, but not limited to, design, installation, construction details, methods, procedures, and techniques necessary to provide the specified Work at specific locations in the Project in accordance with the Contract Documents.
2. **Exclusion of Restrictions:** No warranty or guarantee shall be impaired, limited, reduced, or restricted for overseas shipment of Products, or Products installed outside of the "contiguous United States", or Products installed outside of the "continental United States", or Products installed outside of the "48 states", or Products installed in the forty ninth (49th.) state, or Products installed in the State of Alaska. No warranty or guarantee shall be impaired, limited, reduced, or restricted by any language that limits the rights, privileges, or obligations of citizens of the State or Alaska or the United States of America; or by any language that limits the rights, privileges, or obligations of legally chartered corporations of the State or Alaska or the United States of America; or by any language that limits the rights, privileges, or obligations of legally empowered governmental entities of the State of Alaska or the United States of America.
3. **"Manufacturer's Standard Warranties and Guarantees":** "Manufacturer's Standard Warranties and Guarantees" shall mean "those warranties and guarantees normally furnished by a manufacturer, wholesaler, seller, or reseller to the consumer, without payment of additional charges, surcharges or premiums by the purchaser".
4. **Fees For Warranties And Guarantees:** Design-Builder shall pay all fees, additional charges, surcharges, premiums, or additional sums of money necessary or required by manufacturers, materials men, suppliers, subcontractors, or other persons and entities to obtain for the benefit of the Owner the Warranties and Guarantees described in the Contract Documents.
5. **Warranty And Guaranty Provisions:** Design-Builder shall require agreement to Warranty and Guaranty obligations in paragraphs 2.9.1.1 through 2.9.1.4 in all subcontracts, purchase orders and agreements. Design-Builder shall require agreement to specific Warranty and Guaranty obligations specified in individual sections of Agreement in the applicable subcontracts, purchase orders and agreements. Failure of the Design-Builder to require agreement to these provisions in applicable subcontracts, purchase orders and agreements shall not relieve the Design-Builder of the obligation to obtain these Warranties and Guarantees for the benefit of the Owner.

2.10 Correction of Defective Work

2.10.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by the Contract Documents.

1. **Warranties and Guaranties** All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If, within one year after the date of Substantial Completion of

the Work or designated portion thereof or within one year after acceptance by the Owner of designated equipment or within such longer periods of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any Work is found to be defective or not in accordance with the Contract Documents, the Design-Builder shall correct it promptly after receipt of a written notice from the Owner to do so, unless the Owner has previously given the Design-Builder a written acceptance of such condition. Warranties may be separate documents covering portions of the Work. This obligation shall survive termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

2.10.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence, and diligently and continuously prosecute correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day periods identified herein shall be deemed inapplicable.

2.10.3 The one year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents. This remedy of

correction shall be in addition to, and not exclusive of, any other remedy allowed by law.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate

3.1.1 Owner shall, throughout the performance of the Work, exercise due diligence to cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance.

3.1.2 Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

3.2 Not used

3.3 Financial Information

3.3.1 Owner represents and warrants that it has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents.

3.3.2 Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement

3.4 Owner's Representative

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents.

3.5 Government Approvals and Permits

3.5.1 Not Used.

3.5.2 Not Used.

Article 4

Existing (Site) Hazardous Materials

and Waste and Differing Site Conditions

4.1 Existing (Site) Hazardous Materials and Waste

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Existing Hazardous Materials encountered at the Site. Design-Builder is responsible for any and all Hazardous Materials and Waste generated by himself or by any subcontractor to the Design-Builder, of any tier, including, but not limited to, discharges of Hazardous Materials and Waste onto or into the ground, or into any body of water, or into the air. Design-Builder is **not** responsible for any and all Hazardous Materials and Waste generated by the Owner or the Owner's agents, separate contractors, or third parties not parties to this contract. Upon encountering any suspected discharges of Hazardous Materials or Waste, the Design-Builder will stop Work immediately in the affected area and duly notify the Owner, and if required by Regulatory Requirements, all government or quasi-government entities with jurisdiction over the Project or Site. Owner and Design-Builder will jointly determine the origin of the Hazardous Materials or Waste discharge. If it is determined that the Design-Builder is responsible for the hazardous material or waste, then the Design-Builder shall remove the material and remediate the site at its own cost. If it is determined that the Owner is responsible for the discharge or if responsibility cannot be determined, then the Owner will cause the material to be removed from the site and the site remediated at the Owner's cost as indicated in Section 4.1.2.

4.1.2 Upon determination by Owner that a suspected discharge of Hazardous Materials or Waste may be the responsibility of the Owner or if the responsibility is undetermined, the Owner will take the necessary measures required to ensure that the Existing Hazardous Materials are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Existing Hazardous Materials have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

.1 Upon determination that a suspected discharge of Hazardous Materials or Waste may be the responsibility of the Design-Builder, the Design-Builder shall remediate the discharge as required by applicable regulatory authorities.

.2 Actual responsibility will be determined by mutual agreement or pursuant to Article 10.

4.1.3 Owner shall notify the Design-Builder when the suspected discharge of Hazardous Materials or Waste has been identified, a remediation plan has been entered into with AKDEC, and the remediation plan has been initiated. Design-Builder shall resume Work, in the affected area of the Project, upon acceptance of the conditions of the Owner's remediation plan and the additional risks, if any, of performing work in the affected area. The Design-Builder may not unreasonably withhold acceptance of conditions and risks.

4.1.4 Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Materials or Waste.

4.2 Differing Site Conditions

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

4.2.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing

Site Condition has been substantially disturbed or altered.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements

See RFP Section 6, Bonds & Certifications

5.1.2 See Section 6, Bonds and Certifications

5.1.3 See Section 6, Bonds and Certificatons..

5.1.4 Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Owner.

5.2 Owner's Liability Insurance

5.2.1 The parties acknowledge that Owner is a governmental entity which has a comprehensive program of self-insuring all risks of general liability for part or all of the Owner's risks of loss or damage.

5.3 Owner's Property Insurance

5.3.1 The parties acknowledge that Owner is a governmental entity which has a comprehensive program of self-insuring all real property risks.

5.4 Bonds and Other Performance Security

5.4.1 See rfp Section 4, Bonds & Certifications.

Article 6

Payment

6.1 Schedule of Values and Cash Flow Projections

6.1.1 Within ten (10) days of execution of the Agreement, Design-Builder shall submit for Owner's review and approval a schedule of values and cash flow projections for all of the Work.

6.2 Monthly Progress Payments

6.2.1 On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof.

6.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, owner will receive the equipment and materials free and clear of all liens and encumbrances.

6.2.3 The Application for Payment shall constitute Design-Builder's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into

the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.2.4 Each Application for Payment shall be accompanied by Releases of Lien from the Design-Builder and each of his subcontractors, whatever tier, for the full amount of the previous Application for Payment. Release of Liens is a condition precedent for processing the current Application for Payment.

6.3 Withholding of Payments

6.3.1 This Agreement is subject to the requirements of AS 36.90.200-290. See Agreement Article 7.2 Withholding Payments and retainage on Progress Payments.

6.4 Design-Builder's Payment Obligations

6.4.1 Design-Builder shall pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.4.2 Design-Builder shall comply with AS 36.30.200-290 as applicable to contracts between a prime contractor and a subcontractor.

6.5 Substantial Completion

6.5.1 Not Used.

6.5.2 Not used

6.5.3 Not Used

6.5.4 Not Used

6.6 Final Payment

6.6.1 After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has completed all of the Work in conformance with the Contract Documents.

6.6.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

- .1** an affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;
- .2** a general release executed by Design-Builder and a release of liens from all subcontractors of all tiers, waiving all claims.
- .3** consent of Design-Builder's surety, if any, to final payment;
- .4** all operating manuals, warranties and other deliverables required by the Contract Documents; and
- .5** certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.6.3 Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Design-Builder's failure to complete the Work consistent with the

Contract Documents, including defects appearing after Substantial Completion and (iii) the terms of any special warranties required by the Contract Documents.

Article 7

Indemnification

7.1 Patent and Copyright Infringement Not Used.

7.2 Tax Claim Indemnification

7.2.1 Design-builder shall comply with all procedures necessary to ensure payment of all payroll taxes by Design-Builder and its Subcontractors, Design Consultants, and sub-subcontractors of any tier.

7.3 Payment Claim Indemnification

7.3.1 Providing that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

7.4 Design-Builder's General Indemnification

7.4.1 The Design-Builder shall indemnify, hold harmless, and defend the Owner from and against any claim of, or liability arising out of negligent acts, errors or omissions of the Design-Builder under this Agreement. The Design-Builder shall not be required to indemnify the Owner for a claim

of, or liability for, the independent negligence of the Owner.

7.4.2 If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

Article 8

Time

8.1 Obligation to Achieve the Contract Times

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement.

8.2 Delays to the Work

8.2.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, and such delay(s) can be shown to extend the time necessary to achieve Substantial Completion, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that ~~will~~ may entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work directed by the Owner, Differing Site Conditions, Hazardous Conditions, wars, floods, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God. In order to be entitled to an extension of Contract Time, the Design-Builder must demonstrate through analysis and other reliable evidence that the event complained of was not one for which the Design-builder was responsible and, through Critical Path Method, that the event complained of

affected one or more critical elements of the Work for a reasonably certain period of time.

8.2.2 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for those events set forth in Section 8.2.1 above that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

Article 9

Changes to the Contract Price and Time

9.1 Change Orders

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

- .1 The scope of the change in the Work;
- .2 The amount of the adjustment to the Contract Price; and
- .3 The extent of the adjustment to the Contract Time(s).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

9.1.3 If Owner proposes a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

9.1.4 If Owner proposes a Change Order to which the Design-Builder does not agree, Owner may elect to require Design-Builder to perform the Change Order.

9.2 Work Change Directives

9.2.1 A Work Change Directive is a written order prepared and signed by Owner, directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may, subject to the Owner's approval, make minor changes in the Work consistent with the intent of the Contract Documents, provided, however that Design-Builder shall promptly inform Owner, in advance and in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 Contract Price Adjustments

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

- .1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;
- .2 A mutually accepted, lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;
- .3 Costs, fees and any other markups set forth in the Agreement; and

.4 If an increase or decrease cannot be agreed to as set forth in items .1 through .3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement. If the net result of both additions and deletions to the Work is an increase in the Contract Price, overhead and profit shall be calculated on the basis of the net increase to the Contract Price. If the net result of both additions and deletions to the Work is a decrease in the Contract Price, there shall be no overhead or profit adjustment to the Contract Price. Design-Builder shall maintain a documented, itemized accounting evidencing the expenses and savings associated with such changes.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty

percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10

Contract Adjustments and Disputes

10.1 Claims And Disputes

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

10.1.1.1 If the Design-Builder believes additional compensation is warranted, the Design-Builder shall immediately begin to keep and maintain complete, accurate and specific daily records concerning every detail of the potential Claim including actual costs incurred. The Design-Builder shall give the Owner access to any such record and, when so requested, shall forthwith furnish the Owner copies thereof. Equipment costs shall be based on the Design-Builder internal rates for ownership, depreciation, and operating expense and not on published rental rates.

10.1.1.2 The Claim, if not resolved, shall be presented to the Owner, in writing, within 60 days following receipt of the "Intent to Claim". Receipt

of the Claim will be acknowledged in writing by the Owner.

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

10.1.2 The Claim shall specifically include the following:

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

10.1.2.2 The provisions of the Agreement which apply to the Claim and under which relief are provided.

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

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

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

10.1.3.1 The Owner reserves the right to make written request to the Design-Builder at any time for additional information which the Design-Builder may possess relative to the Claim. The Design-Builder agrees to provide the Owner such additional information within 30 days of receipt of such a request. Failure to furnish such additional information shall, if reasonable, be regarded as a waiver of the Claim.

10.1.3.2 If the Claim is not resolved by Agreement within 60 days of its receipt, the Owner will issue a written decision to the Design-Builder. The Design-Builder may appeal the Owner's decision within 30 days to the Contracting Officer. Any appeal must be in writing and must list the specific exceptions to the Owner's decision including specific provisions of the Agreement which the Design-Builder intends to rely upon in his appeal.

10.1.3.3 The Design-Builder shall certify that the Claim is made in good faith, that the supporting cost and pricing data are accurate and complete to the best of the Design-Builder's knowledge and belief, and that the amount requested accurately reflects the adjustment to the Agreement for which the Design-Builder believes the Owner is liable.

10.1.4 The Design-Builder will be furnished a written signed copy of the Contracting Officer's decision within 90 days, unless additional information is requested by the Contracting Officer. The Contracting Officer's decision is final and conclusive unless fraudulent as to the Claim or unless, within 14 days of receipt of the decision, the Design-Builder delivers a written Notice of Appeal to the Appeals Officer designated on Page 2 of this Agreement.

10.1.5 Procedures for appeals and hearings are governed by City Code.

10.2 Duty to Continue Performance

10.2.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

10.3 CONSEQUENTIAL DAMAGES

10.3.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

10.3.2 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner for some damages that might otherwise be deemed to be consequential.

Article 11

Stop Work and Terminate for Cause

11.1 Owner's Right to Stop Work

11.1.1 Owner or any government having jurisdiction may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

11.1.2 Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of work by Owner or any government having jurisdiction, unless the cause of the suspension or stoppage of work is the failure of the Design-Builder, or a person for whom Design-Builder may be responsible, to comply with applicable requirements of law, such as workplace safety laws, permit requirements, or other similar or dissimilar requirements.

11.2 Owner's Right to Perform and Terminate for Cause

11.2.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice, and such cure efforts are diligently and continuously prosecuted to completion. If Design-Builder fails to cure, or reasonably commence to

cure, or diligently and continuously prosecute efforts to cure such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the procurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

11.2.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the Agreement.

11.3 Design-Builder's Right to Stop Work

11.3.1 Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop work for the following reasons:

- .1 Owner's failure to pay amounts properly due under Design-Builder's Application for Payment and Owner has not filed a notice of intent to withhold payment of all or part of Design-Builder's Application for Payment in accordance with the provisions of AS 36.90.200-290.

11.3.2 Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 Design-Builder's Right to Terminate for Cause

11.4.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

- .1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.
- .2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration

of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

- .3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

11.5 Bankruptcy of Owner or Design-Builder

11.5.1 If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

- .1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and
- .2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption

or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

Fairbanks. Design-Builder consents to the jurisdiction of said court to dispose of any claim which might be brought by the Owner under or in connection with this Agreement.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

Article 12

Miscellaneous

12.1 Assignment

12.1.1 Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

12.2 Successorship

12.2.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

12.3 Governing Law

12.3.1 The Agreement and all Contract Documents shall be governed by the laws of the place of the Project, without giving effect to its conflict of law principles. This Agreement is subject to the claims provisions of the City Procurement Code and applicable City Regulations. Any judicial appeal of an administrative decision made under or in connection with this Agreement shall be commenced and maintained exclusively in the Superior Court of the State of Alaska at

12.4 Severability

12.4.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

12.5 No Waiver

12.5.1 The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

12.6 Headings

12.6.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

12.7 Notice

12.7.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient.

12.8 Amendments

12.8.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

SECTION 6

BID BOND, PAYMENT AND PERFORMANCE BONDS
&
CONTRACT FORMS / CERTIFICATES

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6. Certificate of Substantial Completion

BONDS AND CERTIFICATES - GENERAL

CONTRACT FORMS

A, Bid Bond will be required for this project:

- (1) Ten percent of the amount of the bid if the bid does not exceed \$100,000.00; or
- (2) Ten percent of the first \$100,000.00 and five percent of the amount of the bid over \$100,000.00 if the bid exceeds \$100,000.00 up to a maximum of \$200,000.00 in security.
- (3) When the invitation for bid requires security, the purchasing agent shall reject a bid that does not substantially comply with the bid security requirement.
(Code 1960, § 13.210)

B. Other required certificates are as provided in this section.

BID BOND

KNOW THE MEN BY THESE PRESENTS, that we, the undersigned,
_____ as Principal, and
_____ as Surety, are hereby held and firmly bound onto the City
of Fairbanks as Owner in the penal sum of _____ for the payment of which, well and
truly to be made, we hereby jointly and severally, bind ourselves, our heirs, executors, administrators,
successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted
to the Owner a certain Proposal, attached hereto and hereby made a part hereof, to
enter into a contract in writing for the design and construction of the DPW **Packer Bay
Ventilation Project City** of Fairbanks Project No.: RFP 18-02 in response to the Owner's
Request for Proposals (RFP-18-02, dated JANUARY 27, 2018).

NOW, THEREFORE,

- (a) If said Proposal shall be rejected, or in the alternate,
- (b) If said Proposal shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Proposal, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated. The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bonds shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Proposal, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, The Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by the proper officers, the day and year set forth below.

Signed this ___ day of _____, 2018
_____ (L.S.)

Principal

Surety

By: _____

SEAL

NOT REQUIRED – THIS PROJECT

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____, a Corporation and hereinafter called "Principal" and (3) of _____, State of _____, hereinafter called "Surety" are held and firmly bound on to the City of Fairbanks, hereinafter called "Owner", in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, as we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2016, a copy of which is hereto attached and made a part hereof for the construction of the _____ **CITY OF FAIRBANKS PROJECT NO.: RFP** _____ in response to the Owner's Request for Proposals (RFP), dated _____.

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings covenants, terms conditions, and Construction Services Contracts of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed there under or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Construction Manager at Risk Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2018.

ATTEST:

(Principal) Secretary
(SEAL)

Witness as to Principal

(Address)

Principal
By _____ (4)

(Address)

Surety

ATTEST:

(Surety) Secretary

Attorney-in-Fact

(SEAL)

(Address)

Witness as to Surety

Address

NOTE: Date of Bond must not be prior to date of Contract.

- (1) Correct name of Design-Build Contractor
- (2) A Corporation, a Partnership, or an Individual, as case may be
- (3) Correct name of Surety
- (4) If Design-Builder is Partnership, all partners should execute bond.

NOT REQUIRED – THIS PROJECT

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____, a Corporation, and hereinafter called "Principal" and (3) _____ of _____, State of _____ hereinafter called "Surety" are held and firmly bound on to the **City of Fairbanks**, hereinafter called "Owner", in the penal sum of _____ Dollars (\$) _____ in lawful money of the United States, for the payment of which sum well and truly to be made, as we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2016, a copy of which is hereto attached and made a part hereof for construction of the _____ **PROJECT CITY OF FAIRBANKS PROJECT NO.: RFP _____** in response to the Owner's Request for Design-Build Proposals (RFP), dated _____.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations providing professional design services, furnishing materials for or performing labor in the prosecution of the Work provided for in such contract, and any authorization extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such Work, and all insurance premiums on said Work, and for all labor, performed in such Work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed there under or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2018.

ATTEST:

(Principal) Secretary
(SEAL)

Principal
By _____ (4)

(Address)

Witness as to Principal

(Address)

Surety

ATTEST:

(Surety) Secretary

Attorney-in-Fact

(SEAL)

(Address)

Witness as to Surety

Address

NOTE: Date of Bond must not be prior to date of Contract.

- (1) Correct name of Design-Build Contractor
- (2) A Corporation, a Partnership, or an Individual, as case may be
- (3) Correct name of Surety
- (4) If Design-Builder is Partnership, all partners should execute bond.

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project Name: DPW PACKER BAY VENTILATION PROJECT CITY OF FAIRBANKS PROJECT NO.: RFP 18-02

Contractor: _____

Contract Date _____

Date Issued: JAN. 27, 2018

Owner: City of Fairbanks
800 Cushman Street
Fairbanks, Alaska 99701

PERFORMANCE OF THE WORK

The work performed under this contract has been reviewed and found to be substantially complete. The Date of Substantial Completion is hereby established as _____, 2018.

Definition of Date of Substantial Completion:

The date of substantial completion is the date certified by the Owner when the work is substantially complete in accordance with, and as defined in, the Contract Documents.

A list of items to be completed or corrected, if any, prepared by the Owner, as verified and amended by the Architect is appended hereto as Exhibit A to Certificate of Substantial Completion. The failure to include any items or such list does not alter the responsibility of the Contractor to complete the project in accordance with the Contract Documents.

PROJECT MANAGER

By: _____

Title: _____ Date _____

The Contractor will complete or correct the work on the list of items appended hereto, if any, within 30 days from the date of substantial completion.

CONTRACTOR: _____ Date _____

Title: _____

IN RELIANCE upon the certification of the Contractor and the Project Manager, the Owner hereby accepts the Project as Substantially Complete. In accordance with the Contract Documents, the Owner hereby elects to assume occupancy at _____ a.m / p.m. on _____ 2018.

SECTION 7
FIXED PRICE PROPOSAL FORM

Place: Fairbanks, Alaska

Date: _____, 2018

Project: **DPW PACKER BAY VENTILATION**
Design Build

Project No.: RFP 18-02

Proposal of _____(hereinafter called the PROPOSER), a corporation, organized and existing under the laws of the State of _____, a partnership, or an individual doing business as _____, to the **City of Fairbank, Alaska** (hereinafter called Owner).

Gentlemen:

- A. The PROPOSER, in compliance with your Request for Design-Build Proposals (RFP) for the design and construction of the Project indicated above, having examined the RFP and the related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the design and construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all professional design services, labor, materials, and supplies and to design and construct the Project in accordance with the Contract Documents, within the time set forth therein, and for the price stated below.
- B. The PROPOSER hereby agrees to commence work under the Contract on a date to be specified in the written Notice of Award of the Owner and to fully complete the Project within the time stipulated in the Contract Documents. The PROPOSER further agrees to pay all applicable liquidated damages in the sums as set forth in the Contract Documents.
- C. The PROPOSER acknowledges receipt of the following addenda:
Addendum No. 1. dated _____ Addendum No. 2 dated _____
Addendum No. . dated _____

D. FIXED PRICE PROPOSAL AMOUNT:

BASE BID (lump sum):

\$ _____
(numbers)

(_____ dollars)
(in words)

DPW Packer Bay Ventilation Project
City of Fairbanks Project No.: RFP 18-02

ADDITITVE ALTERNATE No. 1 – Digital Controls

\$ _____
(numbers)

(_____ dollars)
(in words)

E. This proposal shall remain subject to acceptance for 60 days after the deadline of Receipt of Proposals indicated in the RFP Project Schedule. The acceptance date may only be extended by written consent of the Proposer.

F. The PROPOSER understands that the Owner reserves the right to reject any or all Proposals and to waive any informalities in the solicitation.

Within ten (10) days from date of written Notice of Intent to Award, the PROPOSER agrees to provide the required insurance, performance and payment bonds, and execute the formal Agreement Between Owner and Design-Builder. PROPOSER also agrees to provide a list of design consultants and known subcontractor names, addresses, specialty and copies of their Alaska business license and registration by 5:00 p.m. on the fifth (5th) working day following receipt of written identification as apparent successful PROPOSER. Design consultants and known subcontractors must possess appropriate licenses and registrations at time of Proposal receipt.

G. THIS PROJECT IS SUBJECT TO THE EQUAL EMPLOYMENT OPPORTUNITY (EEO) REQUIREMENTS OF EXECUTIVE ORDERS 11246 AND 11625. THE PROPOSER IS ADVISED THAT IN SIGNING THIS BID FORM HE IS MAKING CERTIFICATIONS REGARDING HIS EQUAL EMPLOYMENT OPPORTUNITY PRACTICES.

H. The PROPOSER certifies that it possesses the following valid license and registration and submits the corresponding numbers as evidence. The PROPOSER also agrees to provide copies of each within five working days of Owner's identification of PROPOSER as apparent successful PROPOSER.

Alaska Business License No.: _____

Contractor Registration (AS 08.18) No: _____

Respectfully submitted,

By: _____

Typed Name and Title:

DPW Packer Bay Ventilation Project
City of Fairbanks Project No.: RFP 18-02

(Seal if bid by Corporation)

Date: _____

Mailing Address: _____

Telephone: _____

Fax: _____

END, Price Proposal Form

DPW Boiler and Welding Shop Ventilation Project

City of Fairbanks Project No.: RFP 16-18

**SECTION 8
WAGE DETERMINATION FOR THIS CONTRACT**

State of Alaska, Department of Labor
LABORER'S & MECHANICS MINIMUM RATES OF PAY
CURRENT Effective Version: September 1, 2018

NOTE: Contractor shall obtain a complete copy of Pamphlet 600 for wage determinations, available on line at:

<http://www.labor.state.ak.us/lss/pamp600.htm>

It is the Contractors responsibility to submit "**Notice of Work**" to the Department, comply with Department regulations, using the on-line filing system at <http://my.alaska.gov> and to file Certified Payroll, providing a copy to the City. The City will file "**Notice of Award**" with the Department, who will assign a project number for the contractor's use.

SECTION 9 OWNER PROVIDED DRAWINGS & PHOTOS

The following drawings are “best available”; no guaranty is made as to their accuracy or usefulness. These are construction drawings, or proposed drawings, are not stamped as “As-Built”, and may not accurately reflect existing conditions.

Contractor Shall Field Verify All Dimensions and Conditions

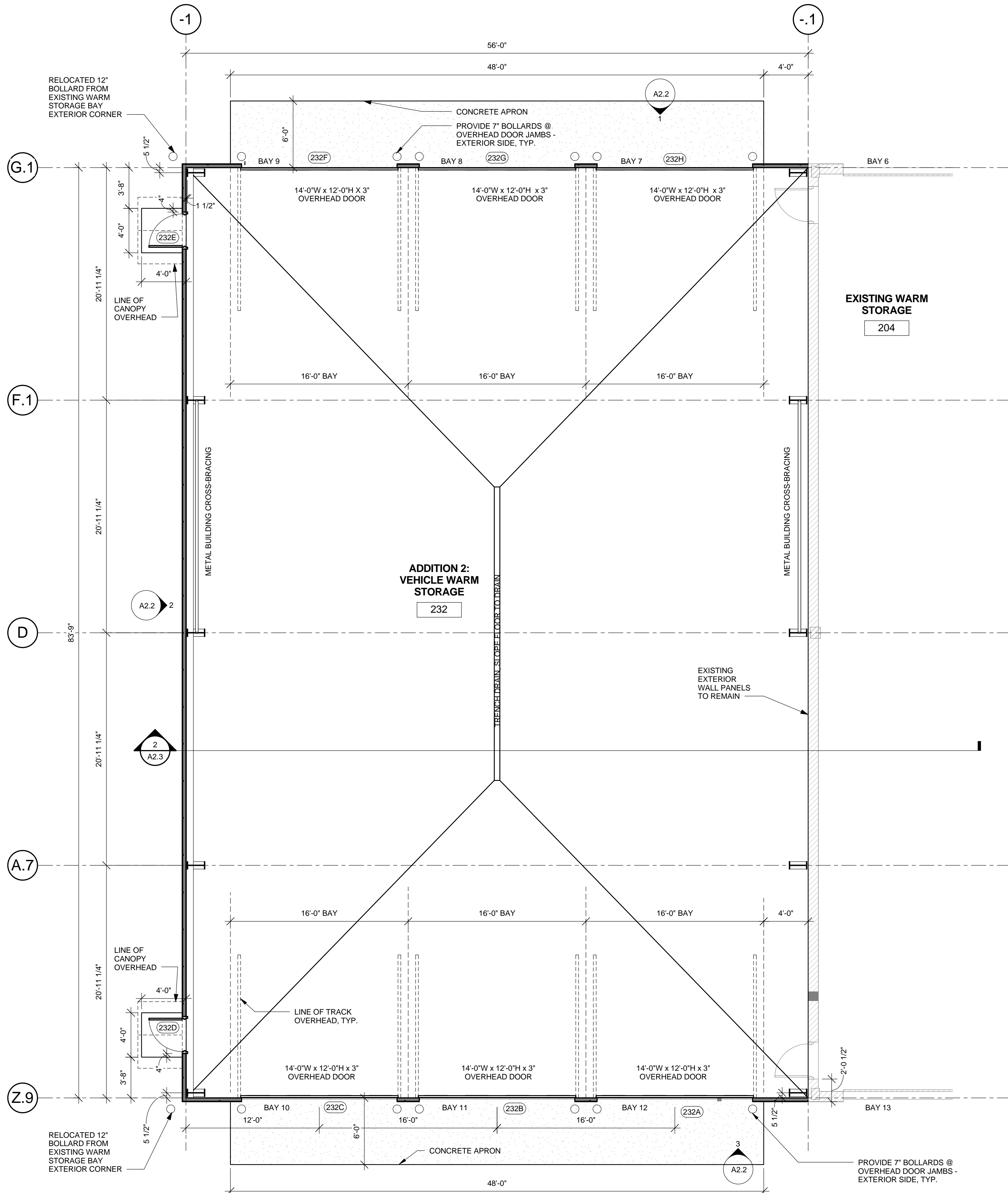
A. Packer Bay (Addition 2)

1. Sheet A1.3 – Floor Plan
2. Sheet A2.2 - Elevations
3. Sheet M2.1 – Heating Plan
- 4 Sheet M3.1 – Basis of Design (Disregard Note “Not in Contract”
5. Digital Controls - Schematic

B. Representative Photos.

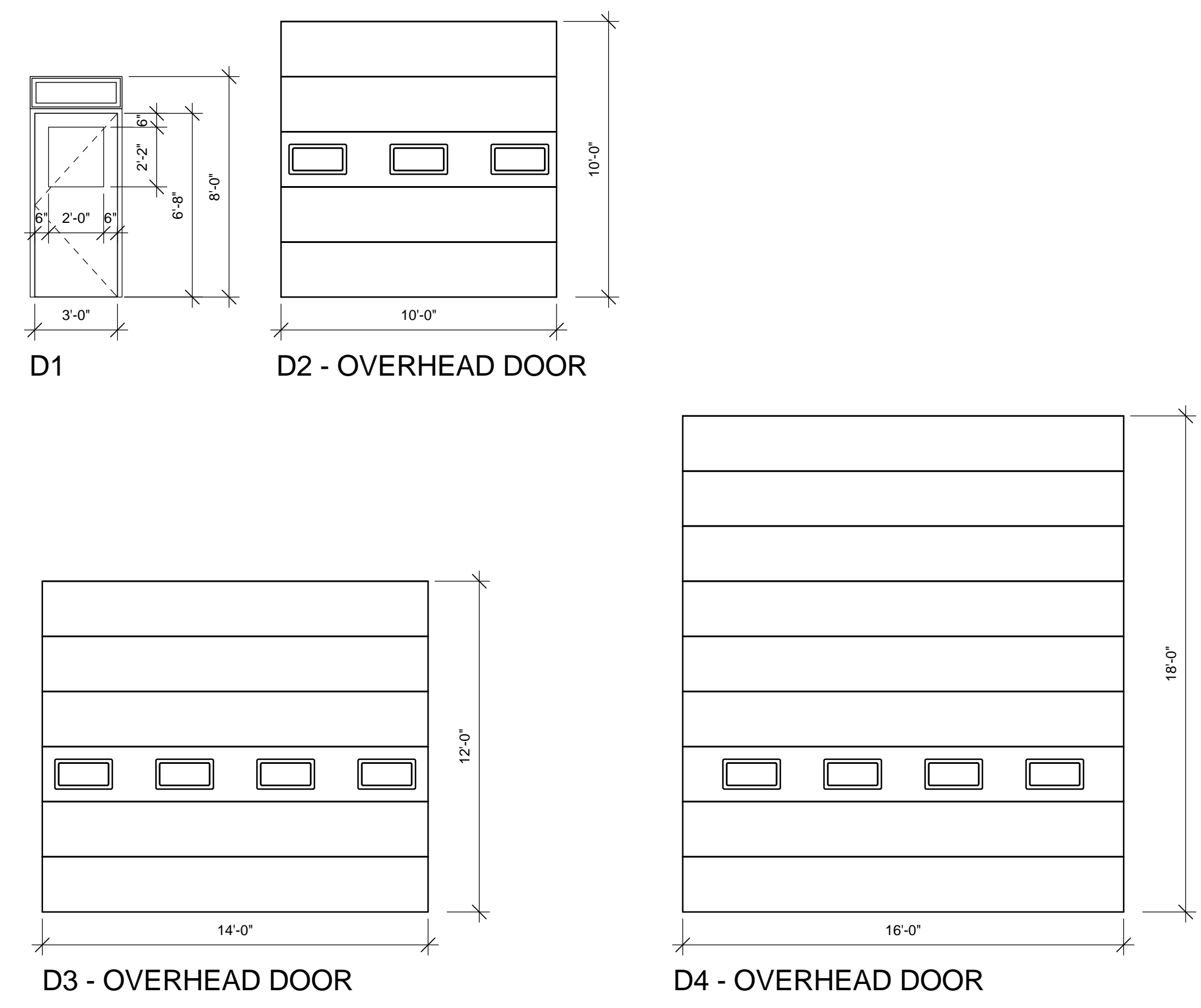
1. Boiler Data
2. Hydronic Piping Supply and Return at Boiler
3. Hydronic Piping Supply and Return at North Terminus

DPW Packer Bay Ventilation Project
City of Fairbanks Project No.: RFP 18-02



Door Number	Type	Door						Frame			Comments
		Width	Height	Thickness	Material	Finish	Fire Rating	Hardware	Material	Finish	
231A	D1	3'-0"	6'-8"	1 3/4"	IHM	PNT	---	HW-1	IHM	PNT	
231B	D4	16'-0"	18'-0"	3"			---				
231C	D2	10'-0"	10'-0"	3"			---				
231D	D2	10'-0"	10'-0"	3"			---				
231E	D4	16'-0"	18'-0"	3"			---				
231F	D1	3'-0"	6'-8"	1 3/4"	IHM	PNT	---	HW-1	IHM	PNT	
232A	D3	14'-0"	12'-0"	3"			---				
232B	D3	14'-0"	12'-0"	3"			---				
232C	D3	14'-0"	12'-0"	3"			---				
232D	D1	3'-0"	6'-8"	1 3/4"	IHM	PNT	---	HW-1	IHM	PNT	
232E	D1	3'-0"	6'-8"	1 3/4"	IHM	PNT	---	HW-1	IHM	PNT	
232F	D3	14'-0"	12'-0"	3"			---				
232G	D3	14'-0"	12'-0"	3"			---				
232H	D3	14'-0"	12'-0"	3"			---				

DOOR / FRAME TYPES



1 PLAN - ADDITION 2
A1.3 3/16" = 1'-0"



By	
Revision	
Date	

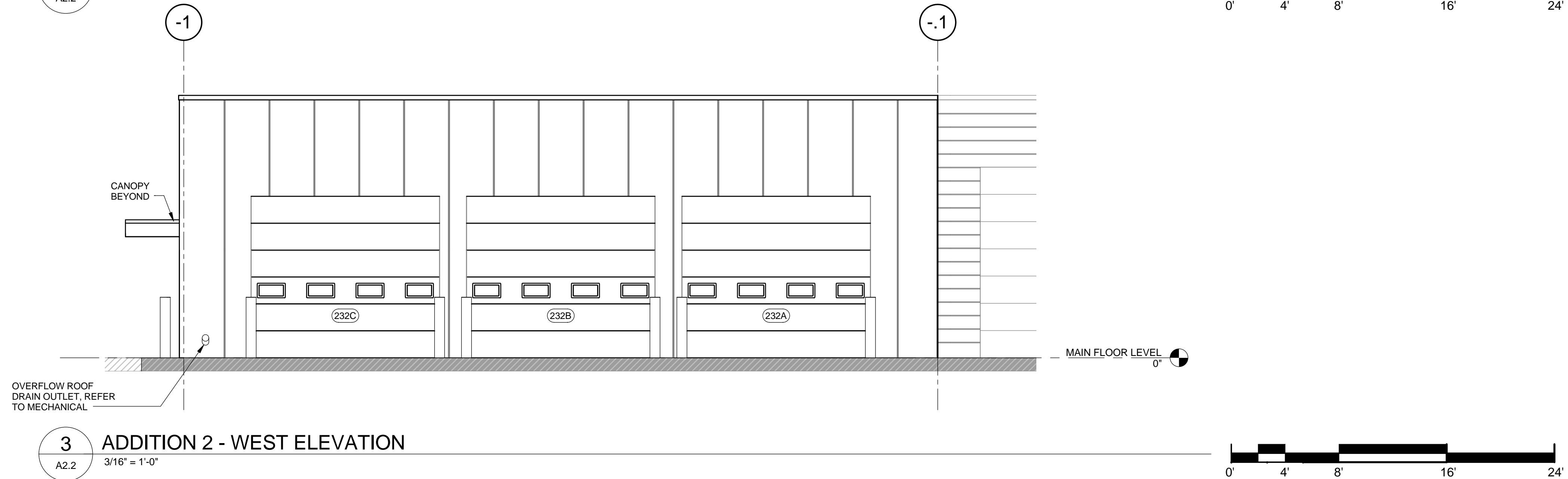
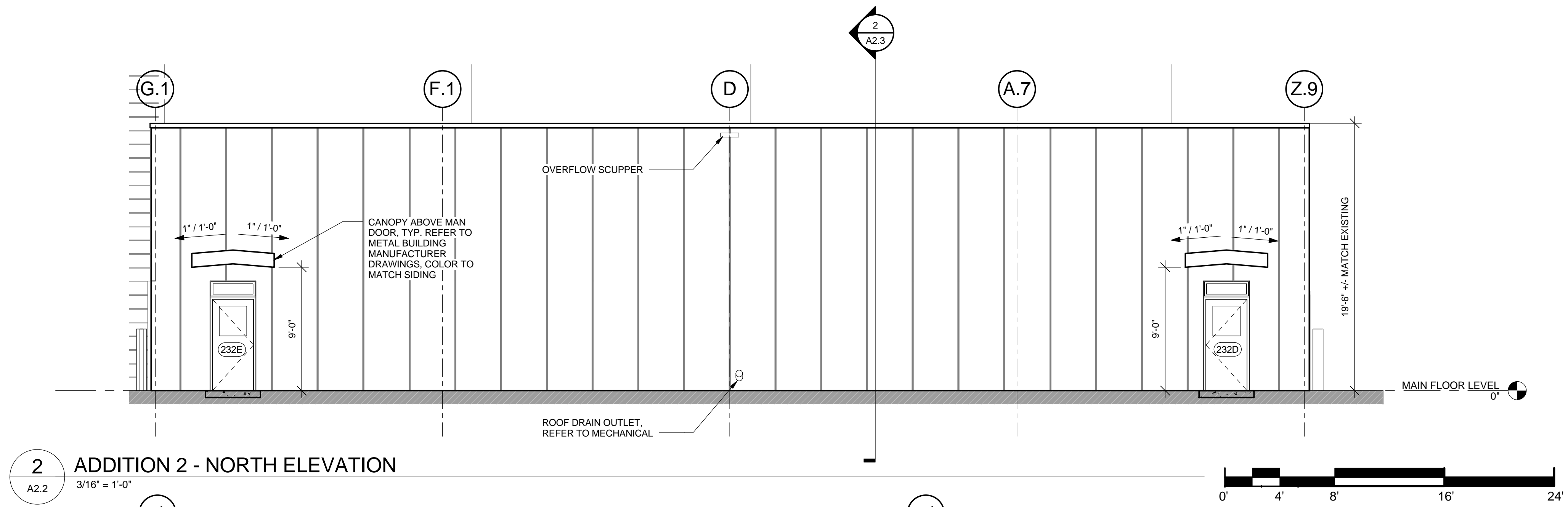
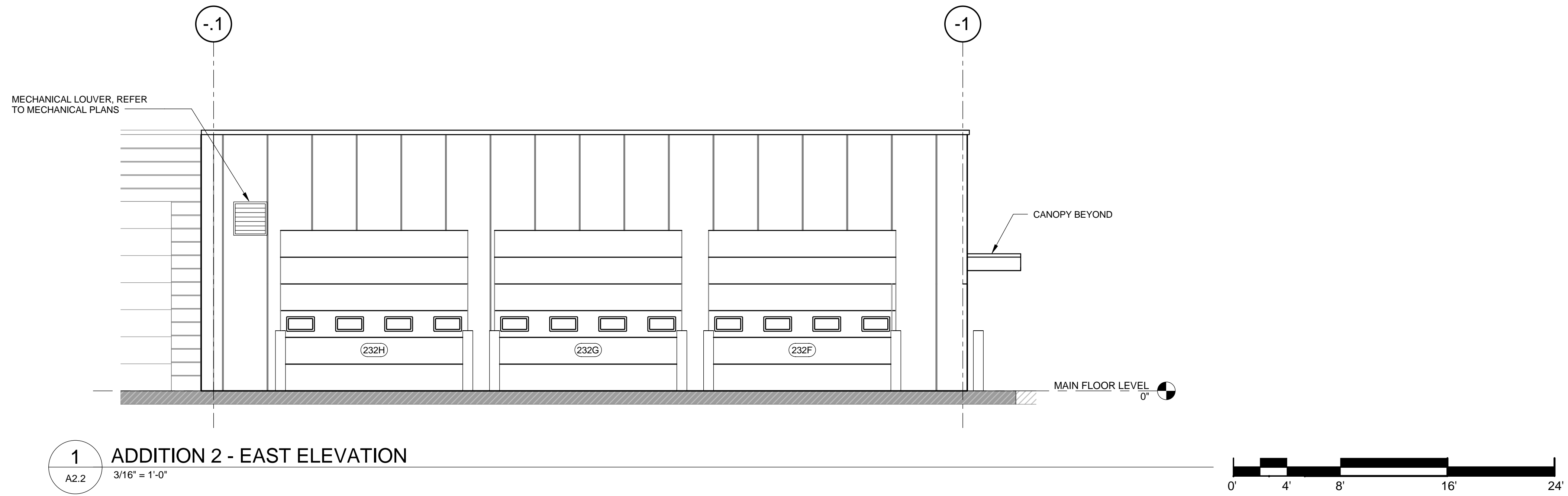
Project:
CITY OF FAIRBANKS - PUBLIC WORKS FACILITY ADDITIONS PROJECT

Project Mgr.	
Drawn	
Checked	
Date	7/26/2013

Sheet Contents:
PLAN - ADDITION #2 & DOOR SCHEDULE

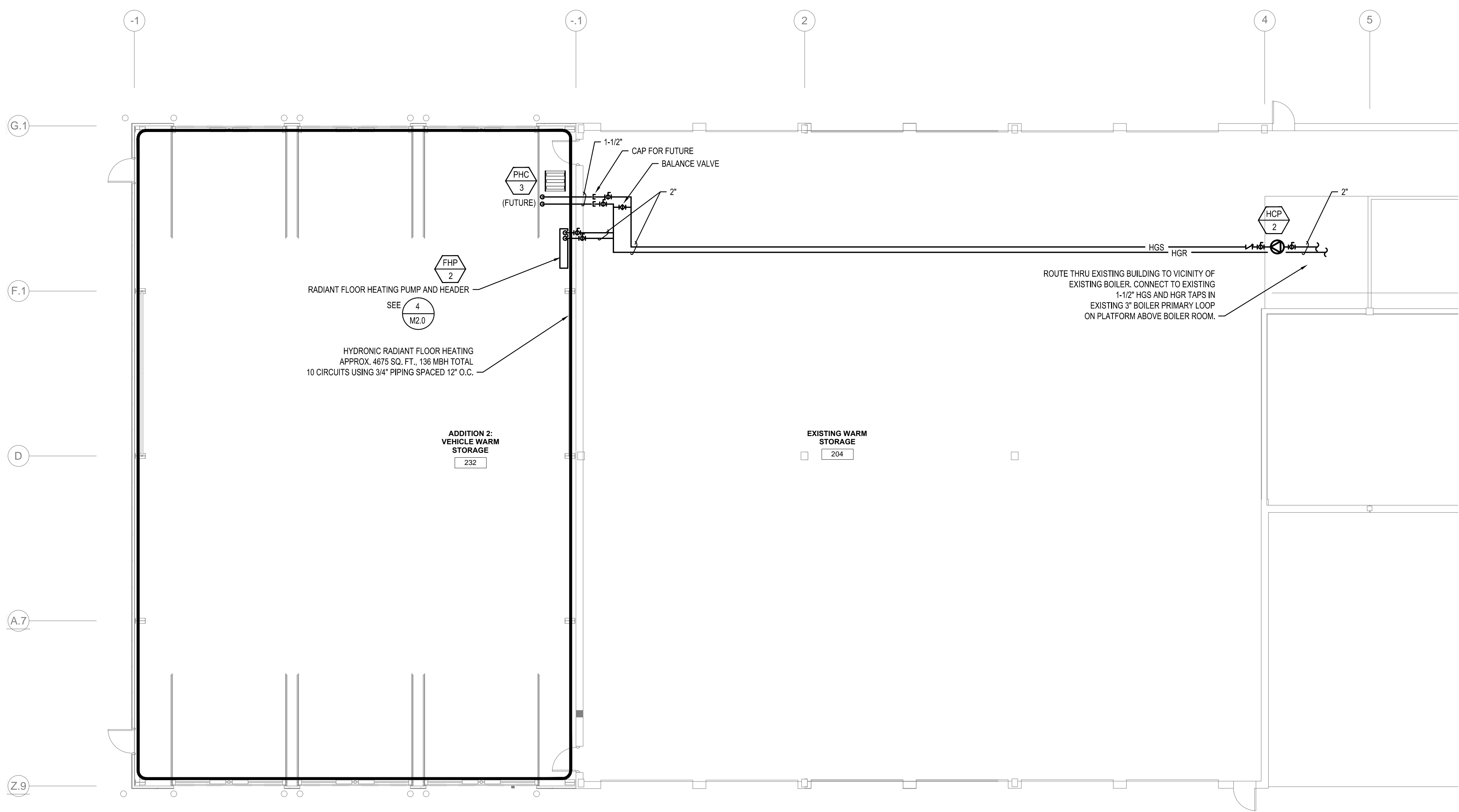
FOR CONSTRUCTION

Sheet No.:
A1.3

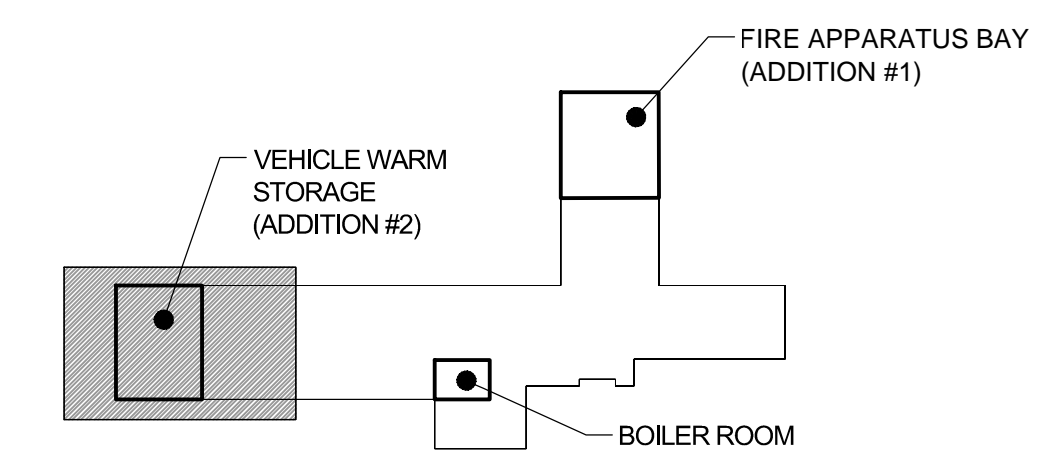


Project:	
CITY OF FAIRBANKS - PUBLIC WORKS FACILITY ADDITIONS PROJECT	
Fairbanks, Alaska	
Project Mgr.	
Drawn	
Checked	
Date	7/26/2013
Sheet Contents:	
EXTERIOR ELEVATIONS - ADDITION 2	
FOR CONSTRUCTION	
Sheet No.:	
A2.2	

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HEATING PLAN - ADDITION 2
 SCALE: 1/8" = 1'-0"



KEYPLAN

REVISIONS		By	Date
No.	Revision		

Project:
CITY OF FAIRBANKS - PUBLIC WORKS FACILITY ADDITIONS PROJECT

Project Mgr.	
Drawn	
Checked	
Date	7/26/2013

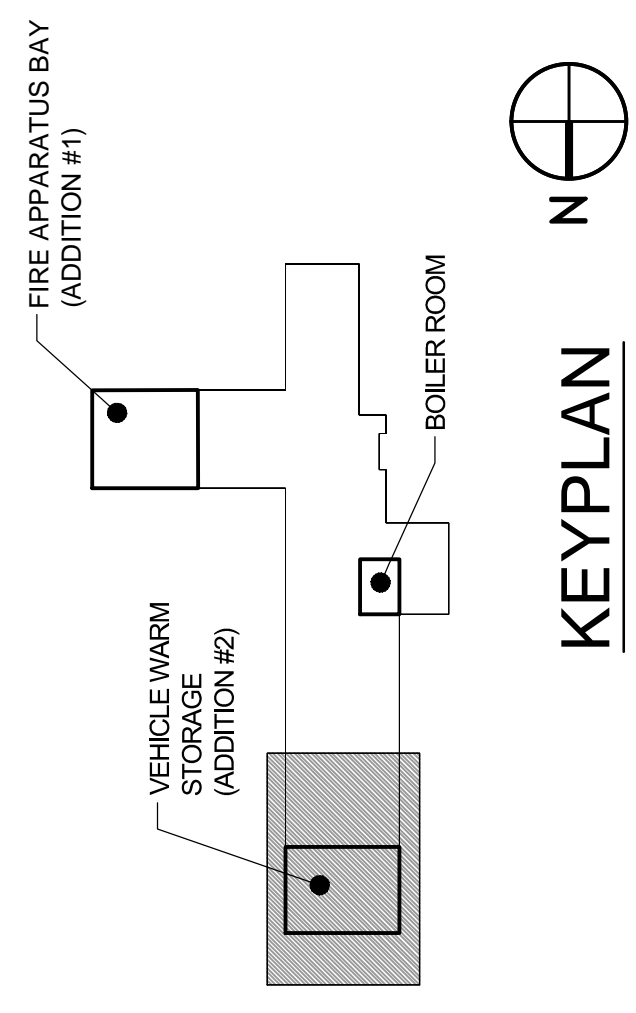
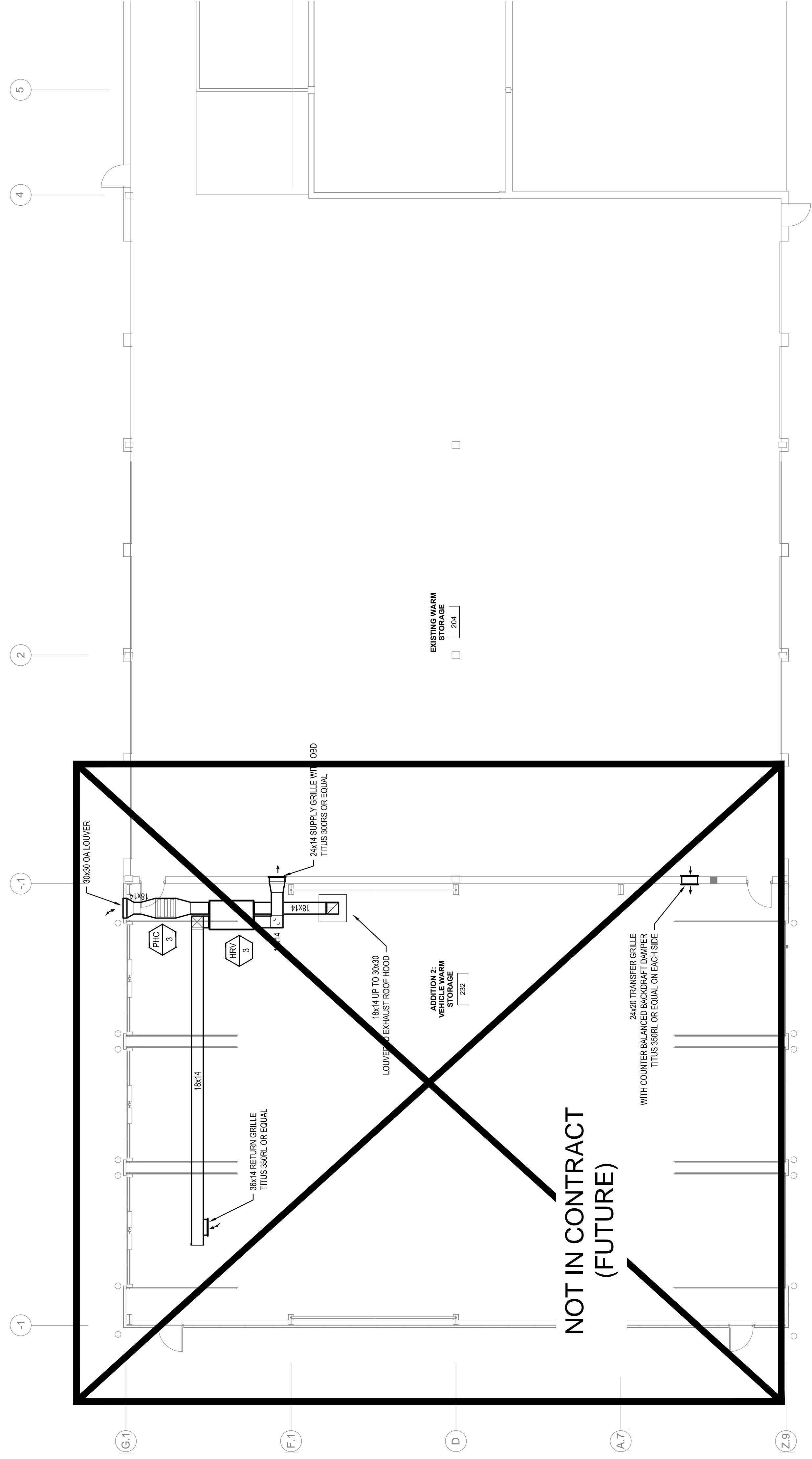
Sheet Contents:
HEATING PLAN ADDITION 2

FOR CONSTRUCTION

Sheet No.:
M2.1

Project:		CITY OF FAIRBANKS - PUBLIC WORKS FACILITY ADDITIONS PROJECT	
Project Mgr.			
Drawn	Checked	Date: 7/26/2013	
Sheet Contents:			
VENTILATION PLAN		ADDITION 2	
FOR CONSTRUCTION			
Sheet No.: M3.1			

No.	Date	Revision	By



N

1 M3.1

VENTILATION PLAN - ADDITION 2

SCALE: 1/8" = 1'-0"

0 4 8 12 16





9

043446AK

Alaska Department of Labor & Workforce Development
Labor Standards & Safety Division
MECHANICAL INSPECTION SECTION
1251 Muldoon Road, Ste. 113 • Anchorage, AK 99504
Phone: (907) 269-4925



INSPECTION TAG

State ID No.

043446AK

Inspector ID No.

HAWLEY 14997

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Do NOT detach or deface Identification - Not an Inspection Certificate

LOW PRESSURE BOILER 04/2002
MODEL NUMBER: V905A
SERIAL NUMBER: 64436207

GROSS OUTPUT: 646 MBH
D.O.E. HTG CAP: MBH

THIS BOILER EXCEEDS THE MINIMUM
COMBUSTION EFFICIENCY REQUIREMENT
SPECIFIED IN ASHRAE STANDARD 90.1

NET I=B=R RATINGS

STEAM: 2021 SQ.FT.
STEAM: 485 MBH
WATER: 562 MBH

FIRING RATE

LT.OIL: 5.6 GPH
GAS: 808 MBH

C.R. NUMBER(S):
A3501.4C



MAX. WATER TEMP: 250°F

MAWP, STEAM: 15PSI

MAWP, WATER: 50PSI



MINIMUM RELIEF VALVE
CAPACITY
646 LBS. PER HOUR or MBH

CERTIFIED BY
BURNHAM CORPORATION
HYDRONICS DIVISION
PA 17604 USA

 **Burnham**[®]
AMERICA'S BOILER COMPANY

V9A / V11



WARNING

This boiler must be installed in accordance with local codes, if any; if not, follow USA: ANSI/NFPA 31, ANSI Z223.1/NFPA 54, ANSI/NFPA 211 and ASME CSD-1, latest editions. CANADA: Canadian Standards Association CSA-B139 and/or CGA-B149, latest editions.

Improper installation, adjustment, alteration, service or maintenance can cause property damage, personal injury or loss of life. Follow the Installation, Operating and Service Instructions provided with this boiler. Installation and service must be performed by qualified personnel.

This boiler must be properly vented. The interior of the venting system must be inspected and cleaned before the start of the heating season and should be inspected periodically throughout the heating season for any obstructions. A clean and unobstructed vent system is necessary to allow noxious fumes that could cause injury or loss of life to vent safely and will contribute toward maintaining the boiler's efficiency.

This boiler needs fresh air for safe operation and must be installed so there are provisions for adequate combustion and ventilation air.

Do not operate boiler where gasoline or other flammable vapors or liquids, or sources of hydrocarbons (i.e. bleaches, cleaners, chemicals, sprays, paint removers, fabric softeners, etc.) are used, stored and/or present in the air.

Do not operate boiler with any jumped, modified, inoperative control or any control which has been subjected to water.

This boiler contains very hot water under high pressures. Do not unscrew any pipe fittings nor attempt to disconnect any components of this boiler without positively assuring the water is cool and has no pressure.

High water temperatures increase the risk of scalding injury. If this boiler is equipped with a tankless heater for domestic water supply, a flow regulator and automatic mixing valve must be installed properly in tankless heater piping. Refer to Installation, Operating and Service Instructions for details.

Installation is not complete unless pressure relief valve is installed. See Installation, Operating and Service Instructions for details.

WARNING

This boiler is suitable for installation on combustible flooring. Do not install on carpeting.

Do not operate boiler without pressure port plugs properly secured.

This boiler contains controls which may cause the boiler to shut down and not restart without service. If damage due to frozen pipes is a possibility, the heating system should not be left unattended in cold weather; or appropriate safeguards and alarms should be installed on the heating system to prevent damage if the boiler is inoperative.

Rapid replacement of your boiler's hot water with return water at a temperature below the boiler manufacturer's recommendations can cause serious damage to your boiler. Do not allow this to happen. Refer to Installation, Operating and Service Instructions for recommended boiler connection bypass piping.

This product contains Refractory Ceramic Fibers (RCF). RCF has been classified as a possible carcinogen. Do NOT breathe RCF particulates and dust. Always wear an approved respirator, long sleeve, loose fitting clothing and eye protection when working on this product. Refer to the V9A / V11 Installation, Operating and Service Instructions provided with this product before attempting service or repair.

NOTICE

The warranty for this boiler is valid only if the boiler has been installed, maintained and operated in accordance with the Installation, Operating and Service Instructions, provided with this boiler.

Do not install J-boxes, relays, etc. on removable side panels. Panels must be removed for cleaning of flueways, installation and removal of tankless heater(s) and inspection of boiler.

Refer to Installation, Operating and Service Instructions for boiler, burner, and nozzle ratings and capacities.

Provide recommended service clearances (or) minimum clearances to combustible materials. Refer to Installation, Operating and Service Instructions for complete listing.

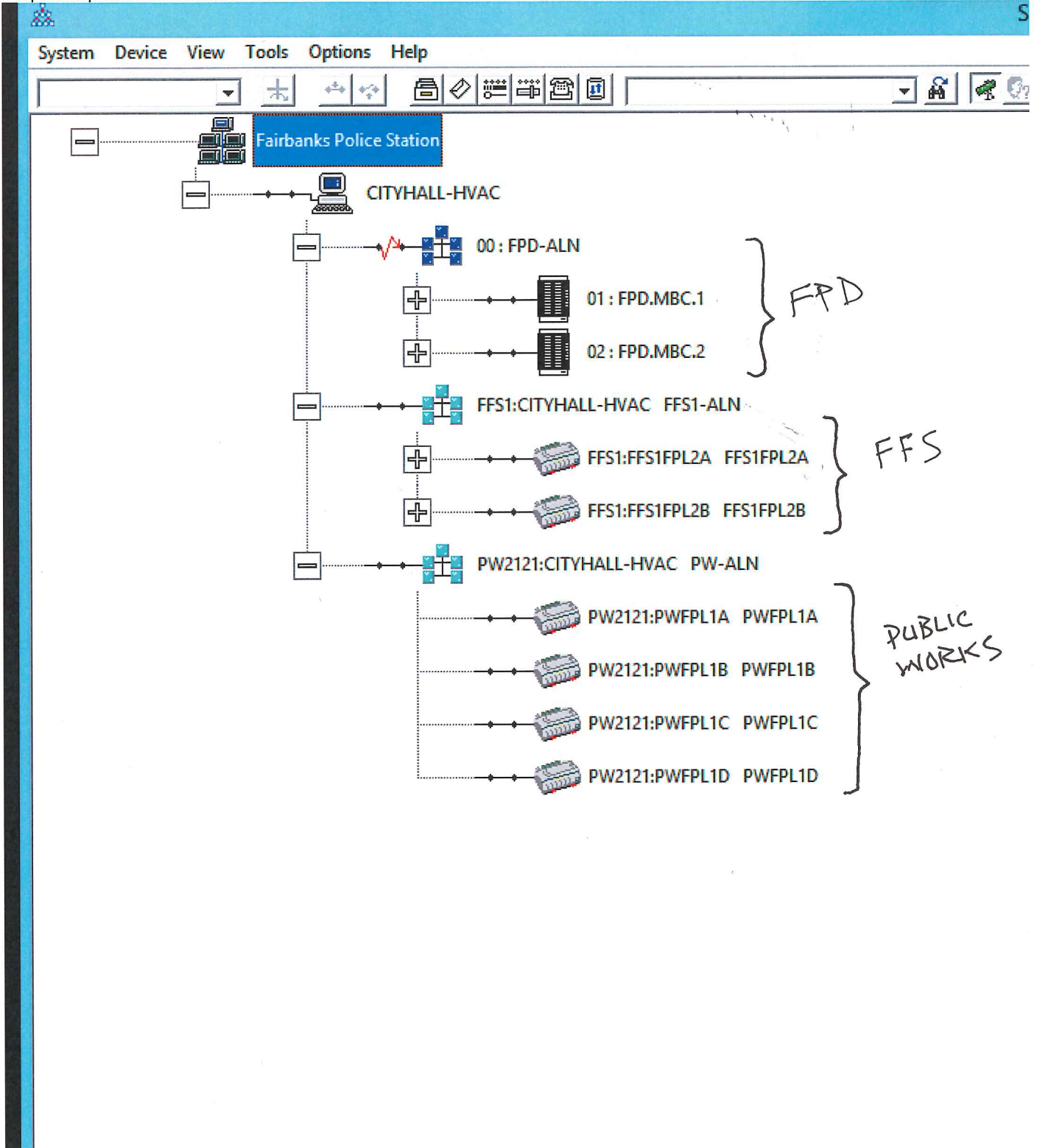
If this boiler requires water to be added more frequently than once a month, consult Installation, Operating and Service Instructions. Failure to do so may void warranty. If you do not have these instructions, write to: Burnham Corp., P.O. Box 3079, Lancaster, PA 17604.

81460282R1

Mccready, Ed (RC-US BT FLD Z1 ANC)

From: Ofeldt, Joseph (RC-US BT FLD Z1 SOL ANC BAU2)
Sent: Tuesday, January 23, 2018 8:51 AM
To: Mccready, Ed (RC-US BT FLD Z1 ANC)
Subject: City of Fairbanks system tree

Ed
As per request



Joseph Ofeldt
U.S. Army Infantry Veteran