



## **CITY OF FAIRBANKS**

### **REQUEST FOR PROPOSALS**

#### **CITY OF FAIRBANKS POLICE DEPARTMENT DISPATCH AND EVIDENCE ROOM ADDITION PROJECT RFP-21-08**

#### **PROFESSIONAL CONSULTING SERVICES**

**PROJECT MANAGER  
TIMOTHY M. ZINZA, PE**

**PHONE: 907-459-6745**

**EMAIL: [tzinza@fairbanks.us](mailto:tzinza@fairbanks.us)**

**PROPOSAL OPENING – DATE/TIME: July 26, 2021 2:00 P.M.  
CITY OF FAIRBANKS ENGINEERING CONFERENCE ROOM,  
800 CUSHMAN ST. FAIRBANKS, AK 99701**

## REQUEST FOR PROPOSAL

CITY OF FAIRBANKS  
PROFESSIONAL CONSULTING SERVICES  
RFP-21-08

Sealed proposals for providing Professional Consulting Services to Design a 100% complete bid package consisting of plans, specification, and construction cost estimate for the CITY OF FAIRBANKS POLICE DEPARTMENT DISPATCH AND EVIDENCE ROOM ADDITION PROJECT will be received by the City Clerks, City Hall, 800 Cushman Street, Fairbanks, Alaska 99701 until and including 2:00 P.M. July 26, 2021, and will then be publicly opened and read aloud in the Engineering Conference Room, 800 Cushman Street, Fairbanks, Alaska.

**A mandatory pre-proposal conference will be held for interested parties on Monday, July 13, 2021, at 10:00 A.M. at the City of Fairbanks Police Department, 911 Cushman Street, Fairbanks, AK 99701 for all prospective proposers. Contact Timothy M. Zinza P.E., at [tzinza@fairbanks.us](mailto:tzinza@fairbanks.us) to confirm attendance. Proposals will not be accepted from Proposers not in attendance.**

PROPOSALS MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE PLAINLY MARKED WITH THE RFP OPENING DATE AND TIME AND THE REQUEST FOR PROPOSAL TITLE AND NUMBER: RFP-21-08. PROPOSALS MUST BE ADDRESSED TO THE CITY CLERK.

This 14-page Request for Proposal titled CITY OF FAIRBANKS POLICE DEPARTMENT DISPATCH AND EVIDENCE ROOM ADDITION PROJECT RFP-21-08, is to be known as "Attachment A".

The City reserves the right to waive informalities not inconsistent with law and to reject any or all proposals.

Timothy M. Zinza, P.E.  
Project Manager  
City of Fairbanks

PUBLISH: FAIRBANKS DAILY NEWS MINER, JUNE 30, JULY 2 & 3, 2021

## INFORMATION FOR PROPOSERS

RFP-21-08

1. **CONTRACT DOCUMENTS:** The "Request for Proposal", the "Information for Proposers", "Specifications", and the "Proposal Form" shall form the contract. Vendors must examine each of the contract documents, inform themselves of the conditions and make their own estimate of any or all difficulties attendant upon furnishing the equipment as desired.
2. **DATE AND PLACE OF OPENING:** Pursuant to the "Invitation", sealed proposals will be received by the City Clerk, City Hall, 800 Cushman Street, Fairbanks, Alaska. The Proposals will then be opened and publicly read in the Engineering Conference Room.
3. **PRINTED FORM FOR PROPOSALS:** All proposals shall be made upon the consultant's "Proposal Form" with letter head and must clearly indicate the unit price in both figures and words. The words shall prevail. The proposal must be signed by an authorized agent of the proposer.

The proposal, in a sealed envelope, shall be **PLAINLY** marked with the name of the Proposer, RFP Title, the date of opening, and addressed to the City Clerk, City Hall, 800 Cushman Street, Fairbanks, Alaska 99701.

Proposals shall have a maximum of 15 pages, excluding resumes, cover sheet, letter of transmittal, dividers, table of contents, evidence of Alaska Business License or Professional Registrations. The use of lay-flat binders is encouraged. Proposal shall be printed on 8-1/2" X 11" sheets using standard type size.

Deliver six (4) proposal copies to the address below before the deadline. Package(s) containing proposals must be sealed, marked, and addressed as shown in the example below.

Proposer's Return Address: _____ _____	
City Engineer Engineering Department 800 Cushman Street Fairbanks, Alaska 99701-4615	RFP-21-08
<b>RFP Title: City of Fairbanks Police Department Dispatch and Evidence Room Addition Project, RFP-21-08</b>	
Opening Date: July 26, 2021, 2:00 P.M.	

4. **DOCUMENT COMPLETION:** All entries and required signatures on Proposal and Contract Documents must be completed either typewritten or in **BLACK INK**.
5. **COMMENTS, DISCREPANCIES, OBJECTIONS, OMISSIONS AND QUESTIONS:** Shall be in writing and received by the Project Manager no later than seven calendar days prior to proposal opening so that any necessary amendments or clarification can be published and distributed to all known proposers. Address all questions, objections or comments to Timothy

Zinza, P.E., Project Manager, Engineering Department, City of Fairbanks, 800 Cushman Street, Fairbanks, Alaska 99701-4615. Office: (907) 459-6745, Email: [tzinza@fairbanks.us](mailto:tzinza@fairbanks.us)

6. ACCEPTANCE OF PROPOSALS: As soon as practicable based on City Council schedule. The right and obligations of the contract shall become effective and binding upon the contracting parties only after a contract form signed by the Consultant and City Mayor. No other act, oral, written, or implied, shall constitute acceptance of a proposal.

**NO PROPOSALS SHALL BE ACCEPTED BY FAX.**

The consultant chosen will be expected to comply with all Federal, State, Borough and City laws and statutes. Sections from State of Alaska Statutes and City of Fairbanks Code of Ordinances are listed, for your reference, because of their particular applicability to this project.

- A. Alaska Professional Registration Requirements - AS 08.48.
  - B. Alaska Employee Preference Requirements - AS 36.10.010 through 36.10.125.
  - C. City of Fairbanks Purchasing Ordinance, particularly - Fairbanks General Code Section 54.201 - 54.208: Competitive Sealed Proposals.
  - D. City of Fairbanks Business License, State of Alaska Business License.
7. LOBBYING: The RFP selection process shall not be compromised or distorted by private lobbying outside the procedures designated to award the best proposal for the City and the public. No proposer may disclose his / her proposal to members of the City Council or City Employees prior to the date and time when all such proposals are to be opened and made public.
- After the proposals are made public, the City shall select those proposals which are responsive and which merit further discussion. Any person whose proposal is selected for further discussion shall confine all contacts with the City representatives to those permitted by the formal selection procedures. Any person whose proposal is not selected must not discuss the matter with City employees or City Council members, but may file a protest under the City procurement code, FGC Chapter 54, Article V.
8. REJECTION OF PROPOSALS: **The City shall have the authority to reject parts of all proposals for nonresponsive as outlined in the scope of work.**
9. DELIVERY POINT: Bidder's proposal shall include F.O.B. City of Fairbanks, 800 Cushman Street, Fairbanks, AK. Neither the City nor their officers, agents or employees shall be responsible for the premature opening of, or failure to open any proposal not properly addressed and identified.
10. POSTPONEMENT: The City of Fairbanks reserves the right to postpone the date of the opening of proposals and will give written notice of any such postponement to all known holders of the contract documents.
11. LOCAL PREFERENCE: **No Local Preference will be used in selecting the Consultant as provided by the City Code of Ordinances, Article IV, Sec. 54-16 as amended.**

12. **ADDITIONAL INFORMATION FOR BIDDERS:**

- A. Brand Name or Equal - In the case where a bid call does not request a specific brand or in the case where a vendor is bidding an alternate equal to a brand which is specified on a bid call (when an "or equal" is indicated as acceptable in the bid call), the bidders must submit with their proposals the latest printed specifications and advertising literature on the product they propose to furnish. The bidders shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of the contract documents. This sheet shall be labeled "Exceptions to Bid Conditions and Specifications" and shall be attached to the proposal.
- B. Multiple, Alternate or Conditioned Offers - Unless specifically allowed, multiple, alternate, or bid conditioned upon receiving award of all or a portion of this and/or another contract shall be deemed non-responsive and shall be rejected.

13. **TAXES:** The City of Fairbanks does not pay excise tax and will furnish the successful proposer with Exemption Certificates upon request.

14. **SET OFFS PRIOR TO DISBURSEMENT:** Disbursement of monies by City hereunder shall be subject to set-off pursuant to the provisions of section 2.711 of the Code of Ordinances.

15. **DISCLAIMER:** The City assumes no responsibility for any interpretation or representations made by any of its officers, agents, or employees unless interpretations or representations are incorporated in a written amendment to the RFP.

**CITY OF FAIRBANKS  
PROFESSIONAL SERVICES  
RFP-21-08**

**GENERAL SPECIFICATIONS:**

The City of Fairbanks is seeking qualified Consultants to review throughout the Fairbanks North Star Borough and the City of Fairbank core area.

**A mandatory pre-proposal conference will be held for interested parties on Monday, July 13, 2021, at 10:00 A.M. at the City of Fairbanks Police Department, 911 Cushman Street, Fairbanks, AK 99701 for all prospective proposers. Contact Timothy M. Zinza, P.E. at [tzinza@fairbanks.us](mailto:tzinza@fairbanks.us) to confirm attendance. Proposals will not be accepted from Proposers not in attendance.**

**1. SCOPE OF WORK**

A. General:

1. The scope of work will include producing ready to advertise and construct complete, 100% Plans, Specifications, Submittal Register and Construction Cost Estimate for the proposed City of Fairbanks Police Department Dispatch and Evidence Room Addition, approximately 2750 Square Feet (SF) over the existing garage bays on the west side of the building. In addition, the Consultant will provide construction administration during the bidding, award and construction process consisting of but not limited to; bidders questions, addendums, Submittal review and approval, DCVRs, RFPs, re-issued plan sheets, etc. The Consultant will be required to provide all materials and personnel necessary to complete the required work and to pursue the project vigorously with relative independence within the limitations of the contract and the law. Consultant will work with the City of Fairbanks Fire Marshall for approval of design.

B. Police Department Dispatch (approximately 850 SF):

1. There will be an interior wall approximately where the current break room exterior door is to separate the dispatch addition and the evidence addition.
2. Interior of dispatch addition to be finished like existing dispatch. Drop ceiling, paint, carpet, power, comm, data, receptacles along walls and in ceiling, etc.
3. Power, comm, and data need to be ceiling drops per user square foot footprint
4. Windows on the north and west walls, solar regulated.
5. Two offices along west wall of equal square footage.
6. Access will be via the existing west wall in the existing dispatch room.
7. HVAC, Sprinkler extension with water flow calculations.

C. Evidence Room (approximately 1900 SF):

1. For long term storage only with an evidence drying area.
2. No issuing of evidence from this room.

3. Shelving to match the existing evidence rooms.
4. Interior will be like existing room, open ceiling, no windows, no flooring.
5. Room needs to be humidity and temperature controlled with monitoring, both locally and remotely. These conditions need a monitoring system and an alert system to notify if it falls out of parameters. Alerts to existing evidence room and to individuals cell phones.
6. Entrance to have cipher pad and security camera.
7. Drying area needs to be approximately 10-ft x 6-ft with a cabinet that has fan, filters, and temperature control. State Troopers have a cabinet that can be looked at as an example.
8. Entrance to this new evidence room will be off the break room, between the existing exterior door and south wall.
9. The ice machine and a vending machine will need relocated, the west wall exterior door and windows will be eliminated and sealed over. Match existing room finishes.
10. HVAC, Sprinkler extension with water flow calculations.

D. Break Room and Weight Room:

1. Windows and exterior doors to be eliminated and sealed over. Match existing room finishes.

E. Considerations:

1. Can current mechanical, electrical, and fire systems be expanded for this addition or will stand alone systems need to be added?

F. Work Schedule:

1. Consultant may schedule site visits Monday-Friday, between 8:30 AM – 2:00 PM with the City's project manager.

2. **FINAL DESIGN**

Final 100% design submittal will include plans, specifications, submittal register and estimate, ready to advertise for construction. The submittal will also include contract documents in a bid ready packet and a final design report. Consultant shall include with the final design report all criteria, calculations (as structural and sprinkler), controlling assumptions made (as with alternate heating systems), and considerations used to derive operational, maintenance, and life cycle costs or for functional planning of the proposed facility. The backup material shall be presented in a neat and organized manner.

3. **TASKED DELIVERABLES**

A. Status Reports (written):

1. 1 each (due 1st and 15th of each month).
2. Consultants number of hours by individuals to complete this task.

- B. 35% Design Submittal & Construction Estimate:
  - 1. 4 bound copies with 11" x 17" plan drawings and electronic PDF copy.
  - 2. (Allow two weeks for review).
  - 3. Consultants number of hours by individuals to complete this task.
  
- C. 65% Design Submittal, Submittal Register & Construction Estimate:
  - 1. 4 bound copies with 11" x 17" plan drawings and electronic PDF copy.
  - 2. (Allow two weeks for review).
  - 3. Consultants number of hours by individuals to complete this task.
  
- D. 95% Design Submittal, Submittal Register & Construction Estimate:
  - 1. 4 bound copies with 11" x 17" plan drawings and electronic PDF copy.
  - 2. (Allow one week for review).
  - 3. Consultants number of hours by individuals to complete this task.
  
- E. Final 100% Design Submittal, Documents, Submittal Register & Construction Estimate:
  - 1. 2 full size 24" x 36" plan drawings
  - 2. 4 bound copies with 11" x 17" plan drawings.
  - 3. Consultant shall also provide text documents in CD rom computer disk in Microsoft Word and Excel.
  - 4. Drawings shall be submitted on CD rom computer disk PDF copies and Auto-Cad Release 2019 files.
  - 5. Consultants number of hours by individuals to complete this task.
  
- F. Construction Administration:
  - 1. The Consultant will provide construction administration during the bidding, award and construction process consisting of but not limited to; bidders questions, addendums, submittal review and approval, DCVRs, RFPs, re-issued plan sheets, etc.
  - 2. At the completion of the project, the consultant shall deliver As-Built drawings.
    - a. 1 full size 24" x 36" plan drawings.
    - b. 1 half size 11" x 17" plan drawings.
    - c. Drawings shall be submitted on CD rom computer disk PDF copies and Auto-Cad Release 2019 files.
  - 3. Consultants number of hours by individuals to complete this task.
  
- G. Consultant's individual hourly rates for this project. The total number of hours to complete each Tasked Deliverables. The total final dollar amount for all tasks.

**4. TASKED DELIVERABLES SCHEDULED DATES**

- A. Advertise for Proposals June 30, 2021
- B. Request for Proposals Due July 26, 2021



C.	Consultant Selection	July 27 - 30, 2021
D.	Contract Negotiations	August 2 - 6, 2021
E.	City Council Authorization	August 23, 2021
F.	Notice of Award	August 24, 2021
G.	Notice to Proceed	August 31, 2021
H.	35% Submittal	November 8, 2021
I.	Review Period	November 8, 2021 – November 22, 2021
J.	65% Submittal	January 31, 2022
K.	Review Period	January 31 - February 14, 2022
L.	95% Submittal	April 4, 2022
M.	Review Period	April 4 - 11, 2022
N.	Final 100% Design Documents	May 9, 2022

Scheduled dates can change pending actual date of City Council Authorization.

**5. INSURANCE**

Consultant shall maintain throughout the period of this contract, insurance in the following minimum requirements:

- A. Comprehensive Automobile Liability Insurance: The Consultant shall cover all owned, hired, and non-owned vehicles with coverage limits not less than \$500,000 single limit per occurrence for bodily injury and property damage.
- B. Workers' Compensation and Employers' Liability Insurance: Statutory requirements by the applicable state law or regulation. Employers' Liability insurance shall be \$100,000 each accident for bodily injury, \$500,000 policy limits for bodily injury by disease, \$100,000 per employee for bodily injury by disease.
- C. Professional Liability Coverage: In the amount of \$500,000, or the contract ceiling price, whichever shall be greater. A payment bond maybe required in lieu of professional liability coverage.
- D. Without limiting its indemnification, the Consultant shall maintain, until acceptance of the project by the Owner, all insurance specified, and minimum limits set forth. All insurance limits are minimums and if Consultant's policies contain higher limits, the Owner shall be entitled to such limits. The Owner, at its sole discretion may raise or lower the above limits.ional Liability Coverage: In the amount of \$500,000, or the contract ceiling price, whichever shall be greater. A payment bond maybe required in lieu of professional liability coverage.

**6. CONTRACTUAL REQUIREMENTS**

The contract form is expected to be the City of Fairbanks Professional Services Contract, attached, and modified appropriately to fit this project.

**7. SUBMISSION OF PROPOSALS**

Proposals shall contain the following information:

- A. Present proposed project manager and staff, including their detailed qualifications and experience. Identify key team members by name. Clearly indicate the degree of actual project participation by each identified team member and the work location.
- B. Provide business history of your firm, particularly with similar projects. Indicate current workload and list all primary projects your firm is presently working on or will be working on during the design of this project. Provide references for each of these projects and most similar past projects. Provide your firm's qualifications and experience. Include cold climate engineering and design experience.
- C. Provide a breakdown, illustrating man-hours applied to the Tasked Deliverables by specialty and associated hourly fee. Categorize by Deliverables, 35%, 65%, 95% and 100% Design.
- D. Describe your proposed plan/work schedule of accomplishing the objectives of this project. Indicate ability to perform the contract within specified time without delay or interference. Review your methodology and management, including organizational structure of the proposed project staff and / or sub consultants.
- E. Demonstrate the financial resources of the firm are adequate to perform the contract.
- F. Indicate employment practices of the firm with regard to women and minorities.
- G. Provide a list of any subcontractors planned to be used. The list shall include location of the place of business for each subcontractor and evidence of their valid Alaska business license and registration as required.
- H. Cost. Provide the City with your proposed payment schedule, and method for compensation.
- I. Any additional information which may warrant special consideration.

**8. SELECTION PROCESS**

The City of Fairbanks, through a selection committee, will review the submitted proposals using the evaluation criteria on the attached Request for Proposal Evaluation Form (Exhibit "A"). Contract negotiation will begin with the most qualified and suitable consultant firm of demonstrated competence to determine whether an agreement can be reached. If an agreement cannot be reached, the City may then negotiate with the next most qualified and suitable firm. The final contract will be submitted to the Mayor / Council for approval.

**9. AWARD OF CONTRACT**

A contract may be awarded to the responsible and responsive firm whose proposal is determined to be the most advantageous to the City, taking into consideration price and the evaluation factors set out in the request for proposals. Written Notice to Proceed and signed contract (Exhibit "B") must be completed prior to commencement of work.

**10. RIGHT TO REJECT AND NOT AWARD**

The City may accept or reject any and all proposals or waive irregularities, and reserves the right not to award the contract when it is in the best interest of the City to do so.

**10. PROPOSAL QUESTIONS**

All questions relating to proposal procedures, discrepancies, request for correction, or other technical aspects of the proposal shall be submitted via email to the City of Fairbanks Engineering Department to [tzinza@fairbanks.us](mailto:tzinza@fairbanks.us), attention Timothy M. Zinza P.E., Project Manager.

Questions shall be at least seven calendar days prior to the date fixed for the opening of the bids. The City of Fairbanks Project Manager shall provide all such corrections and any supplemental instructions in the form of addenda electronically to:

- <http://www.agcak.org>
- <http://www.theplansroom.com>
- <https://www.fairbanksalaska.us/rfps>

Proposer acknowledges receipt of the following ADDENDA (give number and date of each) in the following format on Proposer’s signed company letterhead as part of their Proposal. Incomplete Proposals will not be excepted.

<b>Addenda #</b>	<b>Date Issued</b>	<b>Addenda #</b>	<b>Date Issued</b>

**11. EXHIBIT LISTING**

EXHIBIT "A" REQUEST FOR PROPOSAL EVALUATION FORM  
EXHIBIT "B" CITY OF FAIRBANKS PROFESSIONAL SERVICES CONTRACT

FIRM: \_\_\_\_\_

REVIEWER: \_\_\_\_\_

DATE: \_\_\_\_\_

**Evaluation Criteria**

**Points x Weight = Product**

		Points	Weight	Product
1.	Objectives & Services: Determine how well the proposer understands the objectives of the project and the services required for each phase. How well does the proposer show how the services meet the objectives? Have design considerations and alternatives been addressed? Has the proposer identified problems and opportunities?	0-5	15	
2	Qualifications & Experience: FIRM & STAFF, How well has the firm demonstrated that it has the qualifications and experience to complete the required services on time, within budget and with quality results?	0-5	15	
3	Qualifications & Experience: PROJECT MANAGER, Evaluate the qualifications and experience the Project Manager brings to the project, and the individual's ability to complete the project on time and in a professional manner.	0-5	15	
4	Qualifications & Experience: POLICE FACILITY, Evaluate special knowledge of City Police Station design indicated by the proposer and / or Proposer's sub consultants, including cold climate design and construction considerations.	0-5	20	
5	Location: PROJECT MANAGER, A Project Manager based in the Fairbanks North Star Borough will be awarded 5 points, a Project Manager based elsewhere in Alaska will be awarded 2 points and a Project Manager based outside Alaska will be awarded 0 points.	0-5	5	
6	Location: FIRM, A firm with an office in the Fairbanks North Star Borough will be awarded 5 points, a firm with an office elsewhere in Alaska will be awarded 2 points and a firm with an office outside Alaska will be awarded 0 points.	0-5	5	
7	Methodology and Management: Evaluate the Proposer's descriptive approach to performing the project, considering Proposer's detailed description of services to be provided. Review and evaluate the Proposer's management plan and organization and coordination of joint proposals.	0-5	15	
8	Quality of Proposal and Conformance to RFP: Assess the overall quality and effort evident in preparing and submitting the proposal, review and evaluate conformance to the RFP format requirements	0-5	10	
9	Workload and Resources: Evaluate the current and pending time commitments of the proposer, staff and sub consultants and Proposer's adequacy of personnel, facilities, and other resources necessary to perform the services.	0-5	5	
10	Business History and References: Consider length of time the proposer has been in business under the current name or prior names. Evaluate the number of prior projects performed by the proposer that are similar to the services under this RFP. Review business and project references.	0-5	5	
11	Manhour Effort and Task Breakdown: Review and evaluate the Proposer's explanation of manhours and costs applied to the Tasked Deliverables by team member, and the logical flow of task breakdown.	0-5	20	

TOTAL: \_\_\_\_\_

EXHIBIT "B"

CITY OF FAIRBANKS  
ENGINEERING DEPARTMENT

CITY OF FAIRBANKS POLICE DEPARTMENT DISPATCH AND EVIDENCE ROOM ADDITION  
PROJECT  
RFP-21-08  
PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, made at Fairbanks, Alaska, this (XX) DAY of MONTH YEAR, by and between the City of Fairbanks, a municipal corporation of the State of Alaska, hereinafter referred to as the "City," and \_\_\_\_\_ of \_\_\_\_\_, hereinafter referred to as "Consultant."

WHEREAS the City has requested bids for professional consulting services for engineering expertise on the requisite specifications for the CITY OF FAIRBANKS POLICE DEPARTMENT DISPATCH AND EVIDENCE ROOM ADDITION PROJECT RFP-21-08.

NOW, THEREFORE, the City and Consultant mutually agree as follows:

1. Scope of Services. The SCOPE OF WORK will be set forth in the scope of services which is attached to and made a part of this contract from the CITY OF FAIRBANKS, REQUEST FOR PROPOSALS, CITY OF FAIRBANKS POLICE DEPARTMENT DISPATCH AND EVIDENCE ROOM ADDITION PROJECT RFP-21-08, (Attachment A).
2. Compensation. The City agrees to compensate the Consultant at Consultant's individual hourly rates times the number of hours worked for all services necessary to perform all TASKED DELIVERABLES within the TASKED DELIVERABLES SCHEDULED DATES listed in Attachment A for the total contract price of \$X,XXX.XX (XX thousand XX hundred and XX dollars and XX cents).
3. Time Required to Perform the Scope of Services. Consultant agrees to begin work immediately following the date of written notice to proceed by the City and according to the terms described in Attachment A as the TASKED DELIVERABLES SCHEDULED DATES. Such work shall be conducted in accordance with the schedule described in Attachment A.
4. Project Organization. This project shall be the direct responsibility of the Consultant's Principal, NAME, who will participate in key elements of the project.
5. Contract Administration. Consultant shall be responsible to, and under the control of, the City Engineer, Robert Pristash, P.E., in the performance of its obligations under this agreement. Consultant shall communicate with the City through Timothy Zinza, P.E. as manager of the project for the City.
6. Delegation/Assignment. The services and duties to be performed by Consultant are mutually agreed to be unique and personal, and neither party shall assign rights nor delegate any duties under this agreement without the written consent of the other.
7. Equal Opportunity Employers. The City and Consultant are both Equal Opportunity Employers and, as such, agree they will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation or gender identity or expression, age, marital status, pregnancy, parenthood, physical or mental handicap, or political affiliation.

8. Termination. The obligation to provide further services under this agreement may be terminated,  
 (a) by the City with or without cause upon seven (7) days' notice to Consultant and,  
 (b) by Consultant for cause upon seven (7) days written notice to the City. In the event of termination by the City for cause, Consultant will be paid for services rendered and expenses incurred as of the date of notification. In the event of termination by Consultant for cause or by the City without cause, Consultant will be paid for services rendered and expenses incurred as of the date of notification plus reasonable demobilization expenses not to exceed ten percent (10%) of the portion of the ceiling or lump sum price allocated to the task or phase in progress when termination occurs. In such case, Consultant shall provide to the City any partially completed information, data, results, computations preliminary information, draft reports or similar partially completed work which are in the possession of Consultant and for which Consultant claims any payment from the City. City acknowledges it may not treat such partially completed work as final. In no case will the total compensation exceed the total ceiling price in effect at the time of termination unless mutually agreed in writing.
9. Jurisdiction: Choice of Law. Any civil action arising from this contract shall be brought in the Superior Court, Fourth Judicial District, for the State of Alaska, at Fairbanks, or in the United States District Court, for the District of Alaska at Fairbanks. The law of the State of Alaska shall govern the rights and duties of the parties under this contract.
10. Entire Agreement. This contract and any writings incorporated by reference herein embody the entire agreement of the parties. This contract shall supersede all previous communications, representations or agreements, whether oral or written, between parties.

CONSULTANT FIRM:

\_\_\_\_\_  
 By: PROJECT MANAGER  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
 By: Paul J. Ewers  
 Title: City Attorney  
 Date: \_\_\_\_\_

CITY OF FAIRBANKS:

\_\_\_\_\_  
 By: Jim Matherly  
 Title: Mayor  
 Date: \_\_\_\_\_

APPROVED AS TO CONTENT:

\_\_\_\_\_  
 By: Robert Pristash, P.E.  
 Title: City Engineer  
 Date: \_\_\_\_\_