
UNIVERSITY OF ALASKA FAIRBANKS

Request for Proposals for Engineering Services

**UAF COMBINED HEAT AND POWER
PLANT REPLACEMENT PERMITTING**

Project No.: 2012069 CPHRP

RFP No.: 0312012

Proposal Date: October 20, 2011

**Facilities Services
Division of Design and Construction
P.O. Box 758160
Fairbanks, AK 99775-8160
(907) 474-5299**

UNIVERSITY OF ALASKA FAIRBANKS
Facilities Services
Division of Design and Construction
REQUEST FOR PROPOSALS
FOR
PROFESSIONAL ENGINEERING SERVICES
FOR THE
UAF COMBINED HEAT AND POWER PLANT REPLACEMENT PERMITTING
PROJECT NO.: 2012069 CPHRP
RFP NO.: 0312012

The University of Alaska Fairbanks is seeking proposals from consulting firms for environmental engineering to obtain permits for the UAF Combined Heat and Power Plant Replacement project located on the University of Alaska Fairbanks campus, Fairbanks, Alaska.

Complete RFP documents for this project are available in electronic form. They may be viewed online and downloaded without charge and without deposit from <http://facilities.alaska.edu/uaf/fsProps/rfp.cfm>. Proposers must register through the website to be notified of addenda. The proposer is responsible for periodically checking the site.

RFP documents may be viewed at the office of Division of Design and Construction, 590 University Avenue, 2nd Floor, Fairbanks, Alaska.

A pre-proposal meeting will be held on October 6, 2011 at 1:30 p.m., at 590 University Avenue, Suite 200, Fairbanks, Alaska. A tour of the site and the Atkinson Heat and Power Plant will be conducted immediately following the meeting. Attendance by audio conferencing is available. Call 474-5299 prior to the conference time to obtain access information.

Submit six (6) copies of Federal Standard Form 330, along with any additional material, demonstrating interest, experience and qualifications. All forms and proposals must be mailed or delivered to:

Mailing Address: University of Alaska Fairbanks
Facilities Services, Division of Design and Construction
P.O. Box 758160
Fairbanks, AK 99775-8160

Physical Address: University of Alaska Fairbanks
Facilities Services, Division of Design and Construction
590 University Avenue
Fairbanks, Alaska 99709

Proposals and forms must be delivered no later than 5:00 p.m., October 20, 2011, to be considered.

Proposals will be evaluated by a selection committee, resulting in a short list of up to three (3) firms. The selection committee will conduct interviews and a selection will be made in accordance with current Board of Regents policies.

The University of Alaska reserves the right to reject any or all proposals or parts thereof it deems necessary, to waive any informality in the proposal received, and to award in the best interest of the University.

The University of Alaska Fairbanks is an affirmative action/equal opportunity employer and educational institution.

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BACKGROUND

The existing Ben Atkinson Heat and Power Plant was constructed in 1964 and either significant renewal or replacement is needed to continue to provide heat and power to the UAF campus. UAF has made the decision to replace the existing coal boilers and auxiliary equipment with a new combined heat and power plant that will be fueled with a combination of coal and biomass. The new plant will be located adjacent to the Atkinson plant and will operate in conjunction with the existing plant.

The Utility Development Plan (UDP), completed in October 2006, was a comprehensive utilities planning effort involving the administrations of University of Alaska (UA) and University of Alaska Fairbanks (UAF) in addition to UAF's Facilities Services. The plan contained recommendations for utilities to support current and future campus needs with better reliability.

The plan identified the following fundamental issues:

- Campus buildings and utility consumption growth beyond existing capacity
- Aging utility infrastructure
- Fuel supply/price risks
- UAF financial constraints

The recommendations from the 2006 report are:

- In order to reliably serve all campus utility needs over the next twenty years, UAF must invest substantially in utility system capital asset renewal and utility infrastructure improvements almost immediately.
- The best long term utility strategy is renewal and expansion of the Atkinson Power Plant using coal as the preferred fuel.

Subsequent to 2006, UAF conducted a study to investigate additional options for satisfying the heat and power needs of the campus. Twelve options were investigated for technical and economic viability (see Reference section for links to reports). The 2010 study reinforced the recommendations of the 2006 Utilities Development Plan with one exception. Since there is a desire to incorporate renewable energy sources into the UAF energy portfolio, biomass was added to the potential fuels in addition to coal and natural gas.

REPLACEMENT PLANT CONFIGURATION

The following is a brief summary of the proposed heat and power plant:

- 15 to 20 MW nominal output (final size to be determined during Preliminary Engineering)
- 2- 100,000 lb/hr circulating fluidized bed boilers
 - Material handling systems for coal and biomass
- Extraction steam turbine
 - Dual extraction ports for distribution steam - 30 psi and 100 psi
- Air cooled condensers (no surface water source available)
- Existing 100,000 lb/hr oil fired boilers and 10 MW steam turbine will remain for redundancy
- Proposed site is east of the existing Atkinson Plant

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SCOPE OF WORK - CONSULTANT

Environmental permits need to be obtained in order to start construction of the new Combined Heat and Power Plant. The scope of work for the selected consultant primarily consists of preparing and submitting an air quality permit for the proposed plant. Other environmental permits may be required and work to prepare applications may be added to the scope of work at the sole discretion of the University.

Proposed Tasks

- Review of Existing Permit
- Outline permitting strategy
- Coordinate with Design Consultant to obtain permit parameters and data
- Identify all permits needed for facility (in addition to the air quality permit)
- Prepare air quality permit application
- Coordinate responses to agency requests and comments on permit application

The detailed scope of work and deliverables will be determined during contract negotiation.

WORK BY OTHER CONSULTANTS

UAF will be selecting a power plant design consultant in the same approximate time frame as this solicitation. The design consultant will be performing preliminary engineering to support the submission of environmental permits. The design consultant scope includes the following items:

- Heat/Mass Diagrams for the plant. (Winter and summer peaks, annual average)
- Design basis document, which includes plant operating, environmental and design criteria, including codes to be utilized.
- Plant water balance.
- Emissions data
- Plant control philosophy.
- Plant equipment list.
- Electrical One-Line Diagram
- Preliminary site plan.
- Preliminary equipment arrangement plans.
- Geotechnical investigation
- Preliminary flow diagrams:
 - Main Steam System
 - Extraction and Auxiliary Steam
 - Condensate System
 - Boiler Feed Water
 - Demineralizer Water and Raw Water Storage
 - Circulating Water
 - Fuel Handling System
 - Water Treatment and Wastewater Disposal
 - Flue gas treatment systems
 - Plant and Utility Compressed Air System

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- Define Conditions of service for major equipment including:
 - Circulating Fluidized Bed boilers
 - Steam Turbine Generator
 - Condenser and Cooling System
- Site survey specification
- Interface with existing generation, boilers and steam distribution systems

FUNDING

Funding for preliminary engineering and environmental permitting has been provided by FY12 State of Alaska Capital appropriation.

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PROJECT SCHEDULE

CONSULTANT SELECTION

Pre-Proposal Conference	October 6, 2011
Consultant Proposals Received	October 20, 2011
Notification of Short list	October 27, 2011
Interviews	November 3, 2011
Consultant Selected	November 15, 2011
Negotiate/Execute Contract	December 16, 2011

PERMIT PROCESS

Kick off Meeting	December 16, 2011
Intermediate submittals	TBD
Submit Air Permit Application	July, 2012

CONSTRUCTION

Contract Award	2014
Substantial Completion	2017

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CONSULTANT QUALIFICATIONS

The selected firm/team must have extensive demonstrable experience in preparing air quality permits for power plants. It is anticipated that the following disciplines will be important to the project:

Environmental Engineering

It is preferable that teams have experience with the following items :

- Circulating Fluidized Bed Boilers
- Alaskan sub-bituminous coal
- Co-firing of coal and biomass

The selection of the consultant will occur through review of proposals from which up to three (3) firms may be short listed. The short listed firms will be interviewed and a final selection of one firm will be made. The short listing will be based on information provided in the Federal Standard Form 330 of the Prime Consultant and Subconsultants. In evaluating the design teams in the preliminary step, emphasis will be placed on the following criteria:

1. Employment practices with regard to women and minorities
2. Years of service of the Prime Consultant and Subconsultants
3. Location of Prime Consultant and Subconsultants
 - a. UAF finds value in the close proximity of consultants to the UAF campus. This project may require teams from a variety of locations. The maximum amount of points will be given to teams with the closest location to Fairbanks, Alaska. The anticipated percentage of work that each team member will contribute will allow evaluation of this criteria.
4. Location of office that will perform principal work on project
 - a. UAF finds value in the close proximity of consultants to the UAF campus. This project may have work done in offices in several locations. The maximum amount of points will be given to work performed in offices with the closest location to Fairbanks, Alaska. The anticipated percentage of work that will be performed in each office will allow evaluation of this criteria.
5. Appropriate staffing of Prime Consultant and Subconsultants
6. Related experience of Prime Consultant and Subconsultants
7. Related experience of Project Principal

Final Selection will be based on a combination of the preliminary and interview ratings and information from references. The interview ratings are based on the following criteria*:

1. Proposed project organization
2. Project work plan
3. Project staffing
4. Relevant experience of the design team
5. Qualifications and ability to perform
6. Cost control and scheduling skills of consultant
7. Current work load and ability of team to perform within the proposed schedule
8. Commitment of high-level staff participation

*Criteria further defined in the interview rating guide published in the project RFP

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INSTRUCTIONS TO PROPOSERS

Proposals must be submitted in a sealed envelope or package bearing the proposer's name and address, with the RFP number and project title clearly marked on the outside.

Firms must clearly identify the proposal with the Project title – UAF Combined Heat and Power Plant Replacement Permitting– and the name and address of the firm. The proposer's firm name should appear on each page of the proposal. Authorized signatures are required. Submittals must be signed by an individual authorized to bind the proposer to its provisions. The person signing must show title and/or evidence of authority to bind the firm in contract.

Modifications to or withdrawal may be allowed only if received prior to the deadline for receipt of the proposal. No changes to or withdrawals of the proposal will be permitted after the time for receipt specified.

Late submittals will not be considered and will be returned to the proposer unopened. A submittal is late if it is not delivered to Division of Design and Construction at the address indicated in the Announcement at or before the time specified herein as the deadline.

Six (6) bound copies of each proposal are required (these will not be returned). The following information **MUST** be included with each proposal:

1. Letter of Interest, including:
 - a. years of service of present firm,
 - b. office locations,
 - c. office breakdown including number of employees, their discipline and city location (if consultant has more than one office),
 - d. location of project manager,
 - e. organizational chart indicating staffing and staff location **for this project**, including percentages of work performed by each subconsultant at each office location
2. General description of related experience.
3. List of any Subconsultants, and the location of the office proposed to do the work.
4. Federal Standard Form 330 for the Prime Consultant and any Subconsultants.
5. Copy of Prime Consultant's valid Alaska business license, or proof of application, at time of Proposal. (Note: all Subconsultants are required to have a valid Alaska Business License, or proof of application, at the time of proposal. Copies of licenses and/or applications will be required before a contract is awarded.)
6. **Proof of professional registration in Alaska of each individual who will seal and sign the documents for the work done under each discipline.**
7. Evidence of ability to obtain necessary errors and omissions insurance. (Note: the Prime Consultant and Subconsultants will be required to provide professional liability insurance in the amount of \$1,000,000 under a Basic Practice Policy.
8. List of current projects in office, including contract amount and current phase.

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Proposals are due in the office of Division of Design and Construction by 5:00 p.m. (prevailing time), October 20, 2011.

Note to Proposers: Faxed, facsimiles or electronic submissions are not acceptable, and they will be rejected as non-responsive.

Questions: All questions regarding the RFP documents are to be directed to the University's Sr. Project Manager, Mike Ruckhaus, P.E., at (907) 474-5797.

Owner: University of Alaska Fairbanks

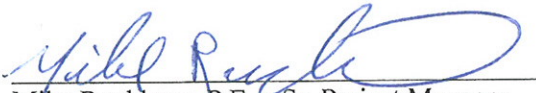
Attachments: Preliminary Score Sheet
Interview Rating Guide
Federal Standard Form 330 (Architect-Engineer Qualifications)
Professional Services Agreement

References: Utilities Development Plan (2006)
<http://www.uaf.edu/fs/resource-information/publications-plans/>

Evaluation of Energy Options (2010)
<http://www.uaf.edu/fs/resource-information/publications-plans/>

General UAF Utilities Information
<http://fs8.fs.uaf.edu/CPHR/>

UAF Statement of Basis and Title V Permit
<http://fs8.fs.uaf.edu/cphr/UAF%20Air%20Permit/>



Mike Ruckhaus, P.E. — Sr. Project Manager
University of Alaska Fairbanks

UNIVERSITY OF ALASKA FAIRBANKS

Request for Proposals for Engineering Services

**UAF COMBINED HEAT AND POWER
PLANT REPLACEMENT PERMITTING
Attachments**

- 1. Preliminary Score Sheet**
- 2. Interview Rating Guide**
- 3. Federal Standard Form 330 – Architect-Engineer Qualifications**
- 4. Professional Services Agreement**

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**UNIVERSITY OF ALASKA FAIRBANKS
CONSULTANT SELECTION
PRELIMINARY SCORE SHEET
SF 330 Architect-Engineer Qualifications and Project-Related Experience**

PROJECT: UAF COMBINED HEAT AND POWER PLANT REPLACEMENT PERMITTING		PROJECT NO.: 2012069 PCHRP
APPLICANT:		
DATE:	REVIEWER:	SCORE:

	CRITERIA	VALUE	AWARDED
1.	Employment practices with regard to women and minorities	0 or 7	
2.	Years of present firm in service (use average if joint venture)		
	0-4 years	1-4	
	5+ years	5	
3.	Location of nearest office in relation to project		
	UAF finds value in the close proximity of consultants to the UAF campus. This project may require teams from a variety of locations. The maximum amount of points will be given to teams with the closest location to Fairbanks, Alaska. The anticipated percentage of work that each team member will contribute will allow evaluation of this criteria. (information provided in letter of interest)	13	
4.	Location of office that will perform principal work on project*		
	UAF finds value in the close proximity of consultants to the UAF campus. This project may have work done in offices in several locations. The maximum amount of points will be given to work performed in offices with the closest location to Fairbanks, Alaska. The anticipated percentage of work that will be performed in each office will allow evaluation of this criteria. (information provided in letter of interest)	10	
5.	Appropriate staffing of prime consultant and subconsultants	1-25	
6.	Previous related experience of team	1-20	
7.	Previous related experience of project principal	1-20	
Total Points Possible: 100			TOTAL:

Enter the Preliminary Score on the Consultant Score Sheet Summary

UNIVERSITY OF ALASKA CONSULTANT SELECTION INTERVIEW RATING GUIDE

PROJECT: UAF COMBINED HEAT AND POWER PLANT REPLACEMENT PERMITTING				APPLICANT:	
DATE:		REVIEWER:		SCORE (RANK):	
COMPETENCE			PERFORMANCE		
CRITERIA	SCALE	SCORE	CRITERIA	SCALE	SCORE
1. PROJECT ORGANIZATION: Completeness of team for project (Is there expertise to address all issues?) Past experience of project team (Has the team worked together successfully in the past?)	1-10		5. QUALIFICATIONS AND ABILITY TO PERFORM Demonstration of special qualifications (What special experience or expertise does the team have that is applicable to this project?)	1-30	
	1-10		POSSIBLE	30	
	6. CURRENT WORKLOAD Does the team demonstrate that their current work load and staffing enable them to accommodate this project?		1-20	POSSIBLE	
2. PROJECT WORK PLAN: Understanding of project requirements (Did the team demonstrate an understanding of the project?) Understanding of project team organizational needs (Was the team organized to meet the project's needs?)	1-10		CALL REFERENCES OF THE FOUR CONSULTANTS WITH THE HIGHEST ACCUMULATED SCORE FOR <u>COMPETENCE</u> AND <u>PERFORMANCE</u> AS FINAL DETERMINATE OF MOST QUALIFIED TEAM		
	1-10				
3. PROJECT STAFFING: Project Manager experience with similar projects (Is the Project Manager experienced with similar projects?) Appropriate staffing in each discipline (Is there adequate staffing to handle the project?)	1-10		7. PAST PERFORMANCE RECORD (Information from references): Are you satisfied with the consultant's performance? Has the consultant performed within budget? Has the consultant performed on schedule? Has the consultant been cooperative? Has the quality of documents been satisfactory?	1-10	
	1-10			POSSIBLE	
4. EXPERIENCE: Prime consultant experience with similar projects (Does the team have direct experience with similar projects?) Team experience with similar projects (Has the team worked together on similar projects?)	1-20		8. PRELIMINARY SCORE		
	1-20			100	
SUBTOTAL	100		TOTAL POSSIBLE	300	

ARCHITECT-ENGINEER QUALIFICATIONS

OMB No.: 9000-0157

Public reporting burden for this collection of information is estimated to average a total of 29 hours per response (25 hours for Part 1 and 4 hours for Part 2), including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVA), Regulatory and Federal Assistance Publications Division, GSA, Washington, DC 20405.

PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by the Brooks A-E Act (40 U.S.C. 1101 - 1104) and Part 36 of the Federal Acquisition Regulation (FAR).

The Brooks A-E Act requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of

pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

DEFINITIONS

Architect-Engineer Services: Defined in FAR 2.101.

Branch Office: A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

Discipline: Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

Firm: Defined in FAR 36.102.

Key Personnel: Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

SPECIFIC INSTRUCTIONS

Part I - Contract-Specific Qualifications

Section A. Contract Information.

1. **Title and Location.** Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. **Public Notice Date.** Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. **Solicitation or Project Number.** Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact.

4-8. **Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address.** Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract. Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)".) Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for This Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in This Contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for This Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to This Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number
Self-explanatory.

24. Brief Description of Project and Relevance to This Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with This Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in This Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

Section I. Authorized Representative.

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

SAMPLE ENTRIES FOR SECTION G (MATRIX)

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mech. Engineer	X	X	X	X						
Tara C. Donovan	Chief Elec. Engineer	X	X		X						

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport RI

Part II - General Qualifications

See the "General Instructions" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. DUNS Number. Insert the Data Universal Numbering System number issued by Dun and Bradstreet Information Services. Firms must have a DUNS number. See FAR Part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR Part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was

effective and the associated DUNS Number. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

List of Disciplines (Function Codes)

Code	Description	Code	Description
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

List of Experience Categories (Profile Codes)

Code	Description	Code	Description
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological Investigations
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage; Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Nav aids; Airport Lighting; Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
		E13	Environmental Testing and Analysis
B01	Barracks; Dormitories	F01	Fallout Shelters; Blast-Resistant Design
B02	Bridges	F02	Field Houses; Gyms; Stadiums
C01	Cartography	F03	Fire Protection
C02	Cemeteries (<i>Planning & Relocation</i>)	F04	Fisheries; Fish ladders
C03	Charting: Nautical and Aeronautical	F05	Forensic Engineering
C04	Chemical Processing & Storage	F06	Forestry & Forest products
C05	Child Care/Development Facilities		
C06	Churches; Chapels	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
C07	Coastal Engineering	G02	Gas Systems (Propane; Natural, Etc.)
C08	Codes; Standards; Ordinances	G03	Geodetic Surveying: Ground and Air-borne
C09	Cold Storage; Refrigeration and Fast Freeze	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C10	Commercial Building (<i>low rise</i>); Shopping Centers	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C11	Community Facilities	G06	Graphic Design
C12	Communications Systems; TV; Microwave		
C13	Computer Facilities; Computer Service	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C14	Conservation and Resource Management	H02	Hazardous Materials Handling and Storage
C15	Construction Management	H03	Hazardous, Toxic, Radioactive Waste Remediation
C16	Construction Surveying	H04	Heating; Ventilating; Air Conditioning
C17	Corrosion Control; Cathodic Protection; Electrolysis	H05	Health Systems Planning
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting	H06	Highrise; Air-Rights-Type Buildings
C19	Cryogenic Facilities	H07	Highways; Streets; Airfield Paving; Parking Lots
D01	Dams (<i>Concrete; Arch</i>)	H08	Historical Preservation
D02	Dams (<i>Earth; Rock</i>); Dikes; Levees	H09	Hospital & Medical Facilities
D03	Desalinization (<i>Process & Facilities</i>)	H10	Hotels; Motels
D04	Design-Build - Preparation of Requests for Proposals	H11	Housing (<i>Residential, Multi-Family; Apartments; Condominiums</i>)
D05	Digital Elevation and Terrain Model Development	H12	Hydraulics & Pneumatics
D06	Digital Orthophotography	H13	Hydrographic Surveying
D07	Dining Halls; Clubs; Restaurants		
D08	Dredging Studies and Design		

List of Experience Categories (Profile Codes)

Code	Description	Code	Description
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage		
J01	Judicial and Courtroom Facilities	R01	Radar; Sonar; Radio & Radar Telescopes
L01	Laboratories; Medical Research Facilities	R02	Radio Frequency Systems & Shieldings
L02	Land Surveying	R03	Railroad; Rapid Transit
L03	Landscape Architecture	R04	Recreation Facilities (Parks, Marinas, Etc.)
L04	Libraries; Museums; Galleries	R05	Refrigeration Plants/Systems
L05	Lighting (Interior; Display; Theater, Etc.)	R06	Rehabilitation (Buildings; Structures; Facilities)
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	R07	Remote Sensing
M01	Mapping Location/Addressing Systems	R08	Research Facilities
M02	Materials Handling Systems; Conveyors; Sorters	R09	Resources Recovery; Recycling
M03	Metallurgy	R10	Risk Analysis
M04	Microclimatology; Tropical Engineering	R11	Rivers; Canals; Waterways; Flood Control
M05	Military Design Standards	R12	Roofing
M06	Mining & Mineralogy	S01	Safety Engineering; Accident Studies; OSHA Studies
M07	Missile Facilities (Silos; Fuels; Transport)	S02	Security Systems; Intruder & Smoke Detection
M08	Modular Systems Design; Pre-Fabricated Structures or Components	S03	Seismic Designs & Studies
N01	Naval Architecture; Off-Shore Platforms	S04	Sewage Collection, Treatment and Disposal
N02	Navigation Structures; Locks	S05	Soils & Geologic Studies; Foundations
N03	Nuclear Facilities; Nuclear Shielding	S06	Solar Energy Utilization
O01	Office Buildings; Industrial Parks	S07	Solid Wastes; Incineration; Landfill
O02	Oceanographic Engineering	S08	Special Environments; Clean Rooms, Etc.
O03	Ordnance; Munitions; Special Weapons	S09	Structural Design; Special Structures
P01	Petroleum Exploration; Refining	S10	Surveying; Platting; Mapping; Flood Plain Studies
P02	Petroleum and Fuel (Storage and Distribution)	S11	Sustainable Design
P03	Photogrammetry	S12	Swimming Pools
P04	Pipelines (Cross-Country - Liquid & Gas)	S13	Storm Water Handling & Facilities
P05	Planning (Community, Regional, Areawide and State)	T01	Telephone Systems (<i>Rural; Mobile; Intercom, Etc.</i>)
P06	Planning (Site, Installation, and Project)	T02	Testing & Inspection Services
P07	Plumbing & Piping Design	T03	Traffic & Transportation Engineering
P08	Prisons & Correctional Facilities	T04	Topographic Surveying and Mapping
		T05	Towers (<i>Self-Supporting & Guyed Systems</i>)
		T06	Tunnels & Subways

List of Experience Categories (Profile Codes)

Code	Description
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	<i>(Check)</i>						
	PRIME	J-V	PARTNER	SUBCON-TRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.					☐ CHECK IF BRANCH OFFICE		
b.					☐ CHECK IF BRANCH OFFICE		
c.					☐ CHECK IF BRANCH OFFICE		
d.					☐ CHECK IF BRANCH OFFICE		
e.					☐ CHECK IF BRANCH OFFICE		
f.					☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☐ *(Attached)*

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM

15. FIRM NAME AND LOCATION (City and State)

16. EDUCATION (DEGREE AND SPECIALIZATION)

17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☐ Check if project performed with current firm	
b.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☐ Check if project performed with current firm	
c.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☐ Check if project performed with current firm	
d.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☐ Check if project performed with current firm	
e.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☐ Check if project performed with current firm	

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS											
26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)									
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29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1		6	
2		7	
3		8	
4		9	
5		10	

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE

1. SOLICITATION NUMBER (If any)

(If a firm has branch offices, complete for each specific branch office seeking work.)

[illegible]

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work		1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work		2. \$100,00 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work		3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

The foregoing is a statement of facts.

a. SIGNATURE		b. DATE	
c. NAME AND TITLE			

**UNIVERSITY OF ALASKA
Facilities Services
Division of Design and Construction**

PROFESSIONAL SERVICES AGREEMENT

THIS CONTRACT, effective this ____ day of _____ 2011, by and between the University of Alaska, hereinafter called the "Owner", and the Architect:

Name
Address
State, City, Zip
Telephone:
Fax:

hereinafter called the "Contractor".

W I T N E S S E T H

WHEREAS, the Owner proposed to proceed with

Project Name: UAF Combined Heat and Power Plant Replacement Permitting
Project No.: 2012069 CPHRP

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

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

**ARTICLE 1.
THE PROJECT**

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

1.2 **BUDGET:**

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

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

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

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

2.1 **GENERAL ITEMS:**

2.1a **Technical Accuracy Responsibility:**

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

2.1a.1 **Non-Waiver of Owner's Rights:**

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

2.1a.2 Asbestos or Asbestos-containing Materials:

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

2.1a.3 Applicable State and Federal Codes:

The Contractor shall use due care and reasonable professional skill to provide all designs, drawings, specifications and other services in accordance with sound, cost-effective and accepted principles of design practice conforming to all applicable state and federal codes, regulations, and statutes.

2.1a.4 Contractor Indemnification to Owner: (Revised 5/28/2008)

The Consultant shall indemnify, defend, and hold harmless the contracting agency from and against any claim of, or liability for, negligent acts, errors, and omissions of the consultant under this agreement. The consultant is not required to indemnify, defend, or hold harmless the contracting agency for a claim of, or liability for, the independent negligent acts, errors, and omissions of the contracting agency. If there is a claim of, or liability for, a joint negligent act, error, or omission of the consultant and the contracting agency, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In the provision, “consultant” and “contracting agency” include the employees, agents, and contractors who are directly responsible, respectively, to each. In this provision, “independent negligent acts, errors, and omissions” means negligence other than in the contracting agency’s selection, administration, monitoring, or controlling of the consultant, or in approving or accepting the consultant’s work.

2.1a.5 Insurance: (Revised 6/2009)

It is agreed that the Contractor, and any subcontractor, shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the insurance and endorsements required under this Clause, and to provide within (10) days of the Notice-of-Intent-to-Award a contract and prior to receiving a fully executed contract, proof of insurance and endorsements of the kind and amounts stated.

Limits may be a combination of primary and excess (umbrella) policy forms. Without limiting its indemnification, the Contractor shall maintain, until acceptance of the project by the Owner, coverage of the kinds and minimum amounts set forth below. All insurance limits are minimum. If the Contractor's policy contains higher limits, the Owner shall be entitled to coverage to the extent of such higher limits. The Owner, at its sole discretion, may raise or lower the limits required.

Certificates of Insurance and Endorsements, on forms reasonably acceptable to the Owner, must provide for a 30-day prior notice to the Owner of cancellation or non-renewal of the policies except in the event of non-payment of premium, in which case, ten (10) days prior notice shall be provided. Failure to furnish satisfactory evidence of insurance or endorsements or lapse of a policy is a material breach and grounds for termination of the Agreement. All certificates shall reference the policy number and this Contract. The Owner is the "University of Alaska" and is to be so identified on all certificates.

2.1a.5.a Professional Liability Insurance:

The Contractor shall provide and maintain, through the term of this Contract, professional liability insurance and shall require each of its subcontractors (subconsultants) for professional services to provide professional liability insurance for the performance of work under this Contract, with a per claim and per policy year limit of liability of \$1,000,000 minimum. The policy shall be obtained from an insurance company licensed to do business in the State of Alaska and shall remain in effect until two (2) years after the substantial completion of the construction contract of the project.

2.1a.5.b Workers' Compensation and Employers Liability Insurance:

The Contractor shall provide and maintain, for all employees of the Contractor engaged in work under this Contract, Workers' Compensation Insurance as required AS 23.30.045. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who directly or indirectly provides services under this Contract.

This coverage must include statutory coverage for states in which employees are engaging in work. If there is an exposure of injury to contractor's employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims. Each Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Owner.

2.1a.5.c Commercial General Liability Insurance:

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

2.1a.5.d Business Auto Liability Insurance:

Contractor is required to maintain automobile liability insurance with a limit of not less than \$500,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

2.1a.5.e Proof of Insurance:

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

2.1b Subcontractors Agents of Contractor:

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

2.1b.1 Alaska Business License:

The Contractor including its Subcontractors must have a valid Alaska Business License at the time proposals are required to be submitted to the Owner. The Contractor, within five (5) working days of being sent a Notice-of-Intent-to-Award a Contract, must submit the names, location of place of businesses and discipline of each subcontractor. They may only be replaced in accordance with AS 36.30.115.(b) through (e).

2.1c Employment Preference:

The Contractor, including its subcontractors, for the duration of this project shall comply with AS 36.10, Employment Preference, now in effect and all regulations promulgated for its implementation currently in effect, and those that may become in effect. This includes all determinations by the Department of Labor under the above statute.

2.1d Review Sets:

The Contractor shall provide to the Owner for review a maximum of _____ () sets of the documents upon completion of each phase of the Contractor's services. This is a reimbursable expense.

2.1e Disruption of Work Notice:

The Contractor shall notify the Owner in writing when orderly progress of the work is being disrupted by failure of the Owner to provide information as required in Article 5.

2.1f Owner's Project Number on Documents:

All correspondence, drawings, and other documents submitted by the Contractor must bear the Owner's project number and title and must be signed or initialed by the Contractor's project manager to acknowledge that the submissions have been checked for accuracy.

2.1g Title Block:

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

2.1h Identification of Review Sets:

All drawings and specifications submitted for reviews and approvals must be marked "Schematic Design Review Set", "Design Development Review Set", "Construction Document Review Set" or with a similar phrase.

2.1i Drawing Size:

All final drawings in the SCHEMATIC DESIGN SERVICES, Section 2.2; DESIGN AND DEVELOPMENT SERVICES, Section 2.3; CONSTRUCTION DOCUMENTS AND BIDDING SERVICES, Section 2.4; and final drawings under CONSTRUCTION SERVICES, Section 2.4 shall be ANSI C 22" x 34".

2.1j Alaska Product Preference:

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

2.2 SCHEMATIC DESIGN SERVICES:

2.2a General and Detailed Requirements for the Project:

The Contractor shall consult with the Owner to ascertain and confirm the general and detailed requirements for the project as indicated in the Owner's Program and Design Standards.

2.2b Conceptual Design Conferences:

The Contractor shall conduct _____ () conceptual design conferences with the Owner as required. The Contractor shall take minutes and notes at the meetings and prepare written minutes, subject to Owner approval, for the Owner to distribute to all attendees.

2.2c Soils Investigations:

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

2.2d Land Survey:

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

2.2e Narrative/Schematic Design Studies:

The Contractor shall prepare for the Owner's approval a narrative including schematic design studies, specifications, and drawings as defined below and in Attachment 1 incorporating the program requirements. The Owner may require the narrative, specifications and drawings to be revised prior to acceptance. An acceptable design concept shall be approved by the Owner.

2.2f Architectural Rendering:

The Contractor shall provide a full color, matted and framed, architectural rendering for the schematic drawing approved by the Owner.

2.2g Narrative Submittal:

The Contractor shall submit to the Owner a narrative as detailed in Attachment 1, and shall include the following:

2.2g.1 Projected Estimated Construction Cost:

A statement of estimated construction cost of the project presented in a Construction Specifications Institute master format and projected to time of bid.

2.2g.2 Materials, Labor, and Scheduling:

Projected availability of materials and labor, construction sequence and scheduling.

2.2g.3 Meeting Record Minutes:

Owner/Contractor meeting record minutes and notes relating to decisions by Owner affecting Contractor scope of work and project scope of work.

2.2h Drawings and Specifications:

Drawings and specifications shall specifically include the following items and items further defined in Attachment 1:

2.2h.1 Title Sheet and Site Plans:

Title sheet and site plan with details sufficiently developed to reflect the project's major civil engineering design concepts. The legal description of the site must appear on the site plan drawing.

2.2h.2 Code Provisions:

Description of applicable code provisions for fire and life safety to include square footage, type of construction and occupancy, paths of egress, capacities, occupant loads, hazard classifications, and other pertinent considerations.

2.2h.3 Regulatory Entities Preliminary Reviews:

The Contractor, through the Owner, shall obtain preliminary reviews as required by government or private entities which have regulatory power over the project.

2.2i Reduced Size Approved Schematic Drawings:

The Contractor shall prepare an 8-1/2" x 11" drawing, suitable for photocopy reproducing of site plans, floor plans, elevations, sections, and perspectives of the final approved schematic drawings.

2.3 DESIGN DEVELOPMENT SERVICES:

2.3a Prior Written Approval of Schematic Design:

The Contractor shall not proceed with DESIGN DEVELOPMENT SERVICES until written approval is obtained from the Owner. Nor shall the Contractor be entitled to any compensation under Article 4.3, PAYMENT FOR DESIGN DEVELOPMENT SERVICES, until said approval is obtained from the Owner. The approval of the Owner of the SCHEMATIC DESIGN SERVICES shall not be absolute and binding on the Owner (as to minor changes) as it is expressly agreed between the parties that changes in this phase of the Contract are normal and anticipated and will have to be made throughout the entire contract and design procedure. These changes are part of the DESIGN DEVELOPMENT SERVICES, and the cost of them is included in the compensation to be paid for the design development under Section 4.3, PAYMENT FOR DESIGN DEVELOPMENT SERVICES, of this Architectural Contract.

2.3b Design Development (65% Complete) Documents:

The Contractor shall prepare, based upon the approved schematic design documents, design development documents consisting of plans, elevations, other descriptive drawings, and specifications as needed to establish and illustrate the size and character of the entire project. The design development documents shall be revised until an acceptable design has been approved by the Owner and in conformance with the program Exhibit "F".

2.3c Final Approved Design Development Documents:

The Contractor shall prepare the final approved design development documents in a form and style suitable for presentation and reproduction.

2.3d Update and Expand the Narrative:

The Contractor shall update and expand the narrative as detailed in Attachment 1 and shall include the following:

2.3d.1 Projected Estimated Construction Cost:

Updated statement of estimated construction cost of the project presented in a Construction Specifications Institute master format and projected to time of bid. Narrative to clearly indicate project cost impact difference from Schematic Design phase.

2.3d.2 Materials, Labor, and Scheduling:

Updated projected availability of materials and labor, construction sequence and scheduling. Narrative to address changes from Schematic Design phase.

2.3d.3 Tabulation of Areas:

Updated tabulation of land area, parking ratios, and building area.

2.3d.4 Meeting Record Minutes:

Owner/Contractor meeting record minutes and notes relating to decisions by Owner affecting Contractor scope of work, project scope of work, project schedule and project cost at this phase of the design.

2.4 CONSTRUCTION DOCUMENTS AND BIDDING SERVICES:

2.4a Prior Written Approval of Design Development:

The Contractor shall not proceed with the CONSTRUCTION DOCUMENTS AND BIDDING SERVICES, Section 2.4, until written approval of the DESIGN DEVELOPMENT SERVICES and SCHEMATIC DESIGN SERVICES is obtained from the Owner. Nor shall the Contractor be entitled to any compensation under Article 4.4, PAYMENT FOR CONSTRUCTION DOCUMENTS AND BIDDING SERVICES, until said approval is obtained from the Owner. The approval of the Owner of the DESIGN DEVELOPMENT SERVICES shall not be absolute and binding on Owner and Contractor as to layout and configuration of the project or the rooms therein as it is expressly agreed to between the parties that minor changes in the design are normal and anticipated and will have to be made throughout the entire contract and design process. These changes are part of the CONSTRUCTION DOCUMENTS AND BIDDING SERVICES, and the cost of them is included in the compensation to be paid for under Section 4.4, PAYMENT FOR CONSTRUCTION DOCUMENTS AND BIDDING SERVICES, of this Contract.

2.4b Non-Delegation by Contractor:

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

2.4c Specification of More Than One Brand Name:

Notwithstanding the requirement of specifying Alaska Products, the Contractor shall, for all the material requirements of the design, specify at least two (2), and preferably three (3), brand names as a standard. Specifying one (1) brand name and provision for an equal will not be permitted, nor will a single brand name with no provision for an equal unless the Contractor submits written justification and receives approval of the Owner.

2.4d Construction Document (95% Complete) Preparation:

The Contractor shall prepare, based upon the approved design development documents, an updated narrative, working drawings, specifications, and other contract documents setting forth in detail the scope of the project. Such documents shall describe materials, workmanship, finishes, equipment, and conditions affecting the work as required to be performed in all divisions of the construction work. The narrative, specifications and drawings shall include all elements detailed in Attachment 1, and shall be submitted to the Owner for review at 95%.

2.4e Update and Expand the Narrative:

The Contractor shall update and expand the narrative as detailed in Attachment 1 and shall include the following:

2.4e.1 Statement of Estimated Construction Costs:

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

2.4e.2 Materials, Labor and Scheduling:

Updated projected availability of materials and labor, construction sequence and scheduling. Narrative to address changes from Design Development phase.

2.4e.3 Tabulations of Areas:

Updated tabulation of land area, parking ratios, and building area.

2.4e.4 Meeting Record Minutes:

Owner/Contractor meeting record minutes and notes relating to decisions by Owner affecting Contractor scope of work, project scope of work, project schedule and project cost at this phase of the design.

2.4f Applicable Statutes, Orders, and Codes:

In the preparation of the contract documents, the Contractor shall adhere to all applicable federal, state, and local statutes, administrative orders, and adopted codes in their latest updated revisions. Said code shall be a minimum design standard. Publications of industry institutes and associations shall be used for guidance, where applicable, and shall not be contravened without approval of the Owner.

2.4g Comprehensive Drawings in Construction Specifications Institute (CSI) Format:

The Contractor shall prepare a comprehensive set of construction documents for the project with the specifications to be prepared in accordance to the Construction Specifications Institute, (CSI) Manual of Practice, Volume Two, Formats for Specifications and Manuals, and Manual of Practice, Master Format 2004, Master List of Section Titles and Numbers, as may be revised and updated. Drawings and specifications shall specifically include all necessary drawings required for bidding and construction of the project.

2.4h Regulatory Entities Plan Preview:

The Contractor, through the Owner, shall submit documents for plan review and perform revisions as required by government or private entities which have regulatory power over the project.

2.4i Bid Documents:

The Contractor shall prepare a comprehensive set of bid documents consisting of the bidding requirements and contract documents. The contract documents include the contract forms, conditions of the contract (general, supplementary, special), specifications, drawings, and addenda. Bidding requirement forms, contract forms, general conditions, supplementary and special conditions will be provided by the Owner. Preparation of forms, the bid schedule, and general requirements (Division 1) of the specifications shall be accomplished by the Contractor in coordination with the Owner. Technical specifications (Divisions 2-49), drawings, and addenda shall be developed by the Contractor and approved by the Owner. All documents and specifications must be complimentary and compatible. Items in the technical specifications which expand or modify the conditions or general requirements must reference the appropriate section number and subparagraph changed.

2.4j Produce Review Sets of Documents for Final Review:

The Contractor shall provide a maximum of ____ () sets of reproducible construction contract drawings and ____ () copies of the specifications for the Owner's final review and approval. Production of the review sets is a reimbursable expense. Review and approval of the drawings, specifications, calculations, and other construction documents by the Owner shall not relieve the designing Contractor of any responsibility for their completeness and accuracy.

2.4k Responses to Questions from Bidders:

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

2.4l Preparation of Addenda Documents:

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

2.4m Participation in Prebid Conference:

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

2.4n Reproducible Sets of Bid Documents:

The Contractor shall furnish to the Owner one reproducible set of final bid documents for printing purposes. Plans shall be on reproducible mylar.

2.4n.1 Drawings Size:

All drawings are to be drawn at full-size and in accordance with the UAF CAD Standards. All text styles and fonts are to be of standard Autocad format. All externally referenced drawings, and color-dependent plot styles (ctb), must also be included with the main drawings.

2.4n.2 Autocad Format:

All drawings furnished to Division of Design and Construction shall be in Autocad format having downward-capability of version 2004. Any other software used by Contractor must have the DXF command capability.

2.4n.3 Conformed Reproducible Construction Documents:

Within one-week following bid opening, the Contractor shall furnish to the Owner, one set of reproducible construction documents (plans and specifications) conformed to incorporate all addenda items. Drawing mylars are to be signed and noted as "Conformed Drawings." Conformed drawings are also to be furnished on disc without seal. Transferred media shall be CD. Space compression software known as "WINZIP may be used.

2.4o Evaluation of Bids and Owners Options:

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

2.4p Owner's Option for Contractor Construction Services:

In the event the Owner, at its sole discretion, elects to proceed with the project, the Owner shall have the option to elect to have the Contractor perform the work as set out in Section 2.5 of this Contract, CONSTRUCTION SERVICES (TIME AND MATERIALS) or CONSTRUCTION SERVICES (LUMP SUM). Said option by the Owner shall be exercised by giving the Contractor notice, in writing, to perform the CONSTRUCTION SERVICES within thirty (30) days from the date the contract for the construction of the project is awarded to a qualified bidder.

2.5 CONSTRUCTION SERVICES (TIME AND MATERIALS):

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

Note to Manager: Use EITHER 2.5 Time and Material or 2.5 Lump Sum with 2.5 alphas.

2.5 CONSTRUCTION SERVICES (LUMP SUM):

The Contractor shall provide the Owner with the following professional architectural services during the construction of the project:

2.5a Preconstruction Conference:

The Contractor shall attend the preconstruction conference and the periodic regularly scheduled progress meetings with the construction contractor.

2.5b Submittals, Samples, and Shop Drawings:

The Contractor shall review and approve or disapprove submittals, samples, and shop drawings for compliance with the construction contract documents and within a time limit as set out in the construction contract documents.

2.5c Proposed Changes to the Construction Contract:

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

2.5d Periodic On-Site Inspections:

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

2.5e Interpretation of the Construction Contract Documents:

The Contractor shall assist the Owner on an on-call basis in the interpretation of the construction contract documents.

2.5f Project Record Drawings:

The Contractor shall maintain a master set of autocad generated Contract Drawings during the construction phase by incorporating approved major design clarifications/variations and Owner approved changes to the Contract Drawings.

2.5g Substantial Completion Inspection:

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

2.5h Final Acceptance Inspection:

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

2.5h Contractor's Periodic Application For Payment:

The Contractor shall review and recommend approval/disapproval of the construction contractor's periodic application for payment. During this review process, based upon the periodic onsite inspections under 2.5d, the Contractor shall certify that the work accomplished to date is in compliance with the construction contract documents. The Contractor shall recommend approval and/or disapproval of the periodic pay estimate within _____ () working days. *Three working days if no other period is inserted.*

**ARTICLE 3.
EXTRA SERVICES**

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

3.1a Planning Services and Special Analysis:

Making, or assist in making, planning surveys and special analysis of the Owner's needs and requirements for the project or preparing or assisting in the preparation of the Owner's program.

3.1b Feasibility Study and Reports:

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

3.1c Fire or Other Damages or Construction Contractor Default:

Providing consultation or contract administration respecting replacement of any work damaged by fire or other cause during construction; providing professional services or arranging for the work to proceed should the contractor default in the performance of the construction contract or become delinquent or insolvent.

3.1d Subcontractor Extra Services:

Providing services of subcontractors other than the normal architectural, structural, mechanical, electrical, and civil engineering services for the project.

3.1e Owner-Supplied Items of Work:

Providing consulting services for Owner-supplied items of work to be incorporated into the construction contract, unless said items are listed in the original Owner's project program.

3.1f Future Facilities Design Services:

Providing design services relative to future facilities, systems and equipment which were not defined in the initial program and are not intended to be constructed as part of the project.

3.1g Special Investigations:

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

3.1h Equipment or System Assistance:

Providing extensive assistance in the utilization of equipment or system(s).

3.1i Services After Final Certificate for Payment:

Providing services after issuance to the Owner of the final certificate for payment.

3.1j Environmental Assessment:

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

3.1k Environmental Impact Statement (EIS):

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

3.1l Serves As Witness:

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

3.1m Measured Drawings:

Making measured drawings of existing construction when required, planning additions or alternations thereto.

3.1n Additional Copies:

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

3.1o Separate Bids:

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

3.1p Furniture, Fixtures, and Equipment:

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

3.1q Brochures, Graphic, Presentations, or Professional Models:

Providing brochures, special graphic presentations or details, and professionally built architectural models.

3.2r Temporary Suspension of the Project:

Preparing the project for temporary suspension by the Owner or for recommencement of the project after any suspension period, providing that any temporary suspension or recommencement of the project is first affirmed in writing by the Owner.

3.1s Additive and Deductive Alternates:

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

3.1t Guarantee Period Related Work:

Assisting the Owner during the guarantee period of the construction contract(s) in securing the correction of defects that become apparent and making an inspection of the project immediately prior to the expiration of the guarantee period.

3.1u Artist Coordination Related Work:

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

3.1v Environmental Evaluation Determination:

Determining if an environmental evaluation of the project is required by federal or state laws or regulations.

3.1w National Historic Register Determination:

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

**ARTICLE 4.
COMPENSATION**

4.1 PAYMENT FOR BASIC SERVICES OF THE CONTRACTOR: It is the expressed intent of the parties that the Contractor shall receive no additional payment for work done under Section 2.1 of Article 2, BASIC SERVICES OF THE CONTRACTOR, as the compensation for this work required of the Contractor is included in Articles 4.2, 4.3, and 4.4 of the Contract. All fees to the Contractor shall be subject to and conditional upon all of the provisions and conditions of this Contract being fulfilled by the Contractor.

4.2 PAYMENT FOR SCHEMATIC DESIGN SERVICES:

4.2a The Owner shall pay the Contractor compensation for the work done under Article 2, Section 2.2, SCHEMATIC DESIGN SERVICES, the sum of _____ AND NO/100THS DOLLARS (\$_____).

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

4.3 PAYMENT FOR DESIGN DEVELOPMENT SERVICES:

4.3a The Owner shall pay to the Contractor for all work done by the Contractor under Article 2, Section 2.3, DESIGN DEVELOPMENT SERVICES, the sum of _____ AND NO/100THS DOLLARS (\$_____).

- 4.3b The Owner shall make periodic payments for the DESIGN DEVELOPMENT SERVICES in proportion to the progress of the Contractor's work, but not more often than monthly. The final payment shall be due upon the completion of the work for this phase of the services and the approval of that work by the Owner and the submission of a payment statement in the form as set out in Exhibit "A".

4.4 PAYMENT FOR CONSTRUCTION DOCUMENTS AND BIDDING SERVICES:

- 4.4a The Owner shall pay to the Contractor for all work to be done by the Contractor under Article 2, Section 2.4, CONSTRUCTION DOCUMENTS AND BIDDING SERVICES, the sum of _____ AND NO/100THS DOLLARS (\$_____).
- 4.4b The Owner shall make payment for the construction document service in periodic payments to be made in proportion to the progress of the Contractor's work, but not more often than monthly. The final payment shall be due upon completion and approval of the construction documents by the Owner and the submission of a payment statement in form as set out in Exhibit "A".

4.5 PAYMENT FOR CONSTRUCTION SERVICES (TIME AND MATERIALS):

- 4.5a All work to be accomplished under construction services will be invoiced by the Contractor and paid by the Owner on a time and materials basis in conformance with the fee schedule as set out in Exhibit "C", attached hereto and by this reference made part of this Contract, in an amount not to exceed _____ AND NO/100THS DOLLARS (\$_____). If additional services are required, the limit shall be amended before any additional work is started.
- 4.5b The Owner shall make payment for the construction service on a time and materials basis but not more often than monthly. The Contractor shall submit statements showing hours worked and items worked on.

4.5 PAYMENT FOR CONSTRUCTION SERVICES (LUMP SUM):

- 4.5a The Owner shall pay to the Contractor for all work to be done by the Contractor under Article 2.5, CONSTRUCTION SERVICES (LUMP SUM), the sum of _____ AND NO/100THS DOLLARS (\$_____).
- 4.5b The amount due to the Contractor for construction services shall be paid to the Contractor based upon a breakdown of services for the construction phase, as approved by the Owner.

4.6 PAYMENT FOR EXTRA SERVICES AND REIMBURSABLE EXPENSES:

- 4.6a The work to be accomplished under Article 3, EXTRA SERVICES, will be invoiced by the Contractor and paid by the Owner as a negotiated lump sum or on a time-and-materials basis in conformance with the Schedule of Contractor Fees as set out in Exhibit "C", in an amount not to exceed _____ AND NO/100THS DOLLARS (\$_____). (If no amount is shown, or zero (0) is entered, EXTRA SERVICES will, when authorized, be paid by modification of the Contract.)
- 4.6b REIMBURSABLE EXPENSES are in addition to the compensation for Basic and Extra Services and are shown on the attachment, SCHEDULE OF REIMBURSABLE EXPENSES, Exhibit "B". Payment of REIMBURSABLE EXPENSES will be made periodically at cost, based upon the Contractor's invoice with receipt backup up to an amount not to exceed _____ AND NO/100THS DOLLARS (\$_____). (If no amount is shown, or zero (0) is entered, REIMBURSABLE EXPENSES are included under Basic Services and Extra Services, and paid progressively with those services.)
- 4.6c The Owner shall make payments for authorized extra services and reimbursable expenses monthly within 30 days after presentation of the Contractor's statement.
- 4.6d Payment will be made for the cost only, and the Contractor shall not be entitled to any mark-up or profit on the authorized reimbursable expenses.
- 4.6e When requesting payment for extra services or authorized reimbursable expenses, the Contractor shall submit an itemized billing showing unit cost and quantity of the item billed and referencing the specific authorizing document therefor. Request for payment for reimbursable items shall be accompanied by appropriate invoices.
- 4.6f In the event the Contractor and Owner cannot agree to a sum for extra services, the Owner reserves the right to employ other means to accomplish said services.
- 4.7 **PAYMENT FOR ALL OTHER SERVICES:** All services of the Contractor, including those set out in Article 2, or as otherwise required in this Contract, and not specifically set out to be paid for as an extra service or reimbursable expense of the Contractor, are included in the payments to be made for the work done under Article 2.

**ARTICLE 5.
OWNER'S RESPONSIBILITIES**

5.1 Designated Representatives:

The Owner shall designate representatives solely authorized to act on its behalf with respect to this Contract and to the administration of the project.

5.2 Sample Construction Contract Requirements:

The Owner shall furnish the Contractor sample construction contract requirements and the general conditions of the Owner.

5.3 Expeditious Response:

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

5.4 Advertisements for Bid, and Issuance of Bid Documents and Addenda:

The Owner shall arrange and pay for the required advertisements for bid and issue bid documents and addenda as prepared by the Contractor.

5.5 Routine On-Site Inspections and Consultation with Contractor:

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

5.6 Administrative Authority:

The Owner shall be the administrative authority on the project.

5.7 Issuance of Contractor Notice of Award:

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

5.8 Plan Preview and Permit Fees:

The Owner shall pay for the plan reviews and building permits.

ARTICLE 6.
EQUAL EMPLOYMENT OPPORTUNITY

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

6.1a Non-Discrimination Policy:

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

6.1b Equal Opportunity Policy:

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

6.1c Labor Notice:

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

6.1d Department of Labor Compliance:

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

6.1e Department Of Labor Reports:

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

6.1f Violation of Non-Discrimination Clauses:

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rule, regulation, or order, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contract provided by law.

6.1g Subcontractor Contacts to include Non-Discrimination and Labor Provisions:

The Contractor will include the provisions of paragraphs 6.1a through 6.1g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11256 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will enforce such provisions.

**ARTICLE 7.
INTEREST OF MEMBER OF OR DELEGATE TO CONGRESS**

No member of or Delegate to Congress or State Official shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom.

**ARTICLE 8.
OTHER PROHIBITED INTERESTS**

OWNER'S REPRESENTATIVE NON-ASSOCIATING PERSONALLY WITH THIS CONTRACT: No official of the Owner who is authorized in such capacity on behalf of the Owner to negotiate, make, accept, approve, or take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, material supply contract, or any subcontract in connection with the construction of the project shall become directly or indirectly associated personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity on behalf of the Owner to exercise any legislative, executive, supervisory, supply contract, or any subcontract in connection with the construction of the project, shall become directly or indirectly associated personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity on behalf of the Owner to exercise any legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interest personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any contract pertaining to the project.

ARTICLE 9. TERMINATION OF CONTRACT

9.1 Termination for Cause:

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

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

9.2 Termination for Convenience of Owner:

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

9.3 Termination by Contractor:

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

ARTICLE 10.
PROJECT CONSTRUCTION COST (DEFINED)

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

ARTICLE 11.
CONTRACTOR'S ESTIMATES OF COST

- 11.1 The Contractor is not expected to guarantee its estimates of the construction costs. The Contractor shall notify the Owner in writing at any time its estimated costs vary from the project construction cost. The Contractor's written notification shall include a detailed explanation and shall provide suggestions for reducing the estimated cost to within the project construction cost.
- 11.2 The Owner shall reply promptly to the Contractor's notice and shall inform the Contractor either of adjustments in the program of requirements for the project or the adjustments to the project construction cost, by a combination of both of these measures, or of termination of the contract as in Article 9, Section 9.2.

ARTICLE 12.
APPROVAL BY THE OWNER

Approval by the Owner or similar phrases in the Architectural Contract or any document sent to the Contractor by the Owner arising out of or in connection with the project, means that the Owner only accepts the work as to its general conformance to the project Program Exhibit "F". Said approval by the Owner does not mean that the Owner has approved or agreed that the design conforms to any code or administrative requirement nor that the design will meet the Owner program requirement. It is the expressed agreement of the parties to this Architectural Contract that the Contractor promises he will remain solely responsible and liable to the Owner for its design as to codes.

ARTICLE 13.
DOCUMENT OWNERSHIP, COPYRIGHTS AND WORK PRODUCTS (Rev. 8/15/2007)

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

- 13.1 Contractor and Owner agree that the design viewed as a total package may present an image of the Project which is a unique signature, mark or logo of the Owner. Such unique signatures, marks and logos shall be identified during the design process and remain the sole property of the Owner. Contractor shall not reuse these signature images without the express written permission of the Owner.
- 13.2 Contractor grants the Owner a perpetual and non-transferable license to use the Instruments of Service for their intended purpose, including the right to reproduce them for additional purposes such as construction, upkeep, operation and maintenance of its facilities, equipment and systems, and to demonstrate or reference conceptual arrangements, in whole or in part, for incorporation into future Owner projects, and grants the Owner any and all rights to photograph and sell or license photographs or artists' renderings of the constructed building or project.
- 13.3 The Owner shall indemnify, defend, and hold harmless the Contractor from and against any claims and liability, including damages, expenses, and attorneys' fees, to the extent caused by the Owner's unauthorized use or modification of the Instruments of Service for other than their original intended purpose without the Contractor's express written permission. If there is a claim of, or liability for, a joint negligent act, error or omission of the Owner and the Contractor, the indemnification, defense and hold harmless obligations of this provision shall be apportioned on a comparative fault basis. The Contractor's and Subcontractors' signatures, professional seals and dates shall be removed when Instruments of Service are used for other than their intended purpose.

ARTICLE 14. COST OR PRICING DATA

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

ARTICLE 15. CONTRACT CONTROVERSIES

All claims, disputes or other matters which cannot be disposed of by mutual agreement, shall be settled in accordance with Alaska Statute 36.30.620 through 36.30.699 of the Procurement Code.

ARTICLE 16. ASSIGNMENT, NOVATION, OR CHANGE OF NAME

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

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

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

ARTICLE 17. TAXES

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

ARTICLE 18. DEATH OR INCAPACITY

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

ARTICLE 19. NOTICES

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

University of Alaska Fairbanks
Facilities Services, Div. of Design and Construction
P. O. Box 758160
Fairbanks, Alaska 99775-8160
Telephone: 907-474-5299
Fax: 907-474-7554

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

Contractor
Address
City, State, Zip
Telephone:
Fax:

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

ARTICLE 20. ASBESTOS AVOIDANCE

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

ARTICLE 21. EMPLOYMENT PREFERENCE

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

ARTICLE 22. ANTI-KICKBACK PROVISION (Rev. 8/6/09)

The Contractor warrants that regarding this Contract, neither the Contractor, nor any of its employees, agents, or representatives has violated, is violating, or will violate the provisions of the "Anti-Kickback" Act (40 USC 3145, 18 USC 874) which is incorporated by reference and made a part of this Contract.

ARTICLE 23.
CONTRACT WORK HOURS AND SAFETY STANDARDS (Rev. 8/6/09)

The Contractor and its subcontractors shall comply with applicable federal labor standards provisions of the Contract Work Hours and Safety Standards Act (40 USC 327 et seq.).

ARTICLE 24.
CLEAN AIR AND WATER ACT
WHEN THE CONTRACT AMOUNT EXCEEDS \$100,000 (Rev. 8/6/09)

The Contractor shall comply with all applicable standards, orders or requirements issued under the Clean Air Act (42 USC 7401 et seq.), the Clean Water Act (33 USC 1251 et seq.), Executive Order 11738, and EPA regulations (40 CFR Part 15) which prohibits the use by federal contractors or grant recipients, of facilities which are included on the Environmental Protection Agency (EPA) List of Violating Facilities.

ARTICLE 25.
EXAMINATION AND RETENTION OF RECORDS

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

ARTICLE 26.
PATENTS AND COPYRIGHTS

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

ARTICLE 27.
AUDIT

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

ARTICLE 28.
ADDITIONS OR DELETIONS TO THIS CONTRACT

(Intentionally left blank)

**ARTICLE 29.
GOVERNING LAW**

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

**ARTICLE 30.
EXTENT OF CONTRACT**

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

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

ACCEPTED:

ARCHITECT, Contractor

By: _____

Title: _____

ACCEPTED:

UNIVERSITY OF ALASKA, Owner

By: _____

Linda Zanazzo
Contracting Officer, Facilities Services

ATTACHMENTS:

Attachment 1 - Consultant Deliverables

EXHIBITS:

Exhibit A - Contractor Billing Form
Exhibit B - University of Alaska Schedule of Reimbursable Expenses
Exhibit C - Schedule of Contractor Fees
Exhibit D - Proof of Insurance
Exhibit E - Contract Time Schedule
Exhibit F - Project Program
Exhibit G - Supplemental Terms & Conditions (if applicable)

PROFESSIONAL SERVICES AGREEMENT
CONSULTANT BILLING FORM

CA# _____

Consultant: _____

Project: **UAF Combined Heat and Power Plant
Replacement Permitting**

UAF Project No.: **2012069 CPHRP**

Contract Date: _____

Contract Total through Am # _____

Amendment Dated: _____

Payment No.: _____

For period: date to date

Description of
Services on this
billing:

Final Payment?: Yes (circle if final)

Do not make entry or change
formulas in shaded cells.

		Percent Complete	Earned to Date	Previous Payments	Payment This Billing
1 Preliminary Planning Services					
Lump Sum Fee:					
2 Schematic Design Services					
Lump Sum Fee:					
3 Design Development Services					
Lump Sum Fee:					
4 Construction Document Services					
Lump Sum Fee:					
5 Bidding Services					
Lump Sum Fee:					
6 Construction Administration Services					
Allowance:					
7 Construction Administration Services					
*T & M Allowance:					
8					
Allowance:					
9					
Lump Sum Fee:					
10					
Lump Sum Fee:					
11					
Allowance:					
12 Reimbursables (Attach Receipt Backup)					
Allowance:					
Totals:					

I hereby certify the above amount to be true and correct and that payment therefore has not been received.

Signed by:

Date:

* Attach supporting documentation listing all persons
billing hours and rate for each, for labor computation.

EXHIBIT A

For an electronic version of form, please contact the project manager.

2012069 CPHRP

EXHIBIT B
UNIVERSITY OF ALASKA
SCHEDULE OF REIMBURSABLE EXPENSES

- A. Reimbursable expenses are not considered part of the Contractor basic services or extra service fees. Reimbursable expenses include:

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

(1) Advance approval required.

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

Clerical/Secretarial costs
Computer time/CAD equipment time
Unauthorized travel expenses
Contractor fees
Overhead markup
Office supplies/Art supplies/Drafting supplies
Office equipment rental
Local auto mileage

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

- D. University of Alaska Per Diem Allowance.

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

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

Meal and Incidental Expense (M&IE) Allowance: Overnight lodging is not required to be reimbursed for meals or incidental expenses.

On the day travel is begun or ended, the traveler shall be allowed one-fourth (1/4) of the basic M&IE allowance for each quarter-day period during which the traveler was on travel status for a minimum of one hour. The quarter day periods are:

Midnight to 6:00 a.m.
 6:00 a.m. to Noon
 Noon to 6:00 p.m.
 6:00 p.m. to Midnight

Alaska Per Diem Rates as of July 1, 2011

Locality	Seasons (Beg-End)	Maximum Lodging	Local Meals + Incidental	Maximum Per Diem	Effective Date
ADAK	01/01-12/31	120	52	172	07/01/2003
ANCHORAGE	05/01-09/15	181	52	233	02/01/2011
ANCHORAGE	09/16-04/30	99	52	151	02/01/2011
BARROW	01/01-12/31	159	52	211	10/01/2002
BETHEL	01/01-12/31	139	52	402	01/01/2011
BETTLES	01/01-12/31	135	52	187	10/01/2004
COLDFOOT	01/01-12/31	165	52	217	10/01/2006
COPPER CENTER	05/15-09/15	139	52	191	01/01/2011
COPPER CENTER	09/16-05/14	95	52	147	01/01/2011
CORDOVA	01/01-12/31	95	52	147	01/01/2011
CRAIG	04/01-09/30	236	52	288	02/01/2011
CRAIG	10/01-03/31	151	52	203	02/01/2011
DELTA JUNCTION	05/01-09/30	145	52	197	01/01/2011
DELTA JUNCTION	10/01-04/30	115	52	167	01/01/2011
DENALI NATIONAL PARK	06/01-08/31	135	52	187	01/01/2011
DENALI NATIONAL PARK	09/01-05/31	90	52	142	01/01/2011
DILLINGHAM	05/15-10/15	185	52	237	01/01/2011
DILLINGHAM	10/16-05/14	169	52	221	01/01/2011
DUTCH HARBOR-UNALASKA	01/01-12/31	121	52	173	02/01/2011
ELFIN COVE	01/01-12/31	200	52	252	08/01/2010
FAIRBANKS	05/05-09/15	175	52	227	01/01/2011
FAIRBANKS	09/16-05/04	75	52	127	01/01/2011
FOOTLOOSE	01/01-12/31	175	52	227	10/01/2002
GAMBELL	01/01-12/31	105	52	157	01/01/2011
GLENNALLEN	05/15-09/15	139	52	191	01/01/2011

GLENNALLEN	09/16-05/14	95	52	147	01/01/2011
HAINES	01/01-12/31	107	52	159	01/01/2011
HEALY	06/01-08/31	135	52	187	01/01/2011
HEALY	09/01-05/31	90	52	142	01/01/2011
HOMER	05/15-09/15	167	52	219	01/01/2011
HOMER	09/16-05/14	79	52	131	01/01/2011
JUNEAU	05/01-09/30	149	52	201	01/01/2011
JUNEAU	10/01-04/30	109	52	161	01/01/2011
KAKTOVIK	01/01-12/31	165	52	217	10/01/2002
KAVIK CAMP	01/01-12/31	150	52	202	10/01/2002
KENAI-SOLDOTNA	05/15-09/15	179	52	231	04/01/2011
KENAI-SOLDOTNA	09/16-05/14	89	52	141	04/01/2011
KENNICOTT	01/01-12/31	259	52	311	02/01/2011
KETCHIKAN	05/01-09/30	140	52	192	02/01/2011
KETCHIKAN	10/01-04/30	99	52	151	02/01/2011
KING SALMON	05/01-10/01	225	52	277	10/01/2002
KING SALMON	10/02-04/30	125	52	177	10/01/2002
KLAWOCK	04/01-09/30	236	52	288	02/01/2011
KLAWOCK	10/01-03/31	151	52	203	02/01/2011
KODIAK	05/01-09/30	141	52	193	02/01/2011
KODIAK	10/01-04/30	99	52	151	02/01/2011
KOTZEBUE	01/01-12/31	189	52	241	02/01/2011
MCCARTHY	01/01-12/31	259	52	311	02/01/2011
MCGRATH	01/01-12/31	165	52	217	10/01/2006
MURPHY DOME	05/05-09/15	175	52	227	01/01/2011
MURPHY DOME	09/16-05/04	75	52	127	01/01/2011
NOME	01/01-12/31	150	52	202	02/01/2011
NUIQSUT	01/01-12/31	180	52	232	10/01/2002
PETERSBURG	01/01-12/31	110	52	162	02/01/2011
POINT HOPE	01/01-12/31	200	52	252	01/01/2011
POINT LAY	01/01-12/31	225	52	277	01/01/2011
PORT ALEXANDER	01/01-12/31	150	52	202	08/01/2010
PORT ALSWORTH	01/01-12/31	135	52	187	10/01/2002
PRUDHOE BAY	01/01-12/31	170	52	222	01/01/2011

SELDOVIA	05/15-09/15	167	52	219	01/01/2011
SELDOVIA	09/16-05/14	79	52	131	01/01/2011
SEWARD	05/01-09/30	172	52	224	02/01/2011
SEWARD	10/01-04/30	85	52	137	02/01/2011
SITKA-MT. EDGE CUMBE	05/01-09/30	119	52	171	02/01/2011
SITKA-MT. EDGE CUMBE	10/01-04/30	99	52	151	02/01/2011
SKAGWAY	05/01-09/30	140	52	192	02/01/2011
SKAGWAY	10/01-04/30	99	52	151	02/01/2011
SLANA	05/01-09/30	139	52	191	02/01/2005
SLANA	10/01-04/30	99	52	151	02/01/2005
SPRUCE CAPE	05/01-09/30	141	52	193	02/01/2011
SPRUCE CAPE	10/01-04/30	99	52	151	02/01/2011
ST. GEORGE	01/01-12/31	129	52	181	06/01/2004
TALKEETNA	01/01-12/31	100	52	152	10/01/2002
TANANA	01/01-12/31	150	52	202	02/01/2011
TOK	05/01-09/30	89	52	141	02/01/2011
TOK	10/01-04/30	71	52	123	02/01/2011
UMIAT	01/01-12/31	350	52	402	10/01/2006
VALDEZ	05/01-09/15	189	52	241	02/01/2011
VALDEZ	09/16-04/30	119	52	171	02/01/2011
WAINWRIGHT	01/01-12/31	175	52	227	01/01/2011
WASILLA	05/01-09/30	153	52	205	02/01/2011
WASILLA	10/01-04/30	99	52	151	02/01/2011
WRANGELL	05/01-09/30	140	52	192	02/01/2011
WRANGELL	10/01-04/30	99	52	151	02/01/2011
YAKUTAT	01/01-12/31	105	52	157	01/01/2011
[OTHER]	01/01-12/31	110	52	162	02/01/2011

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