

# REQUEST FOR PROPOSALS

**Sterling Street Water and Sewer Replacement SOLP 13-05**

## PROFESSIONAL DESIGN SERVICES



**DATE OF RELEASE:** February 4, 2013

**PRE-PROPOSAL CONFERENCE:** 2/19/2013 at 10:00 AM

**PROPOSALS DUE:** 3/7/2013 by 5:00 p.m.

**At: City of Soldotna  
177 North Birch Street  
Soldotna AK 99669**

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# PART I

## PROPOSAL DOCUMENTS

REQUEST FOR PROPOSALS  
CITY OF SOLDOTNA  
177 NORTH BIRCH STREET  
SOLDOTNA, ALASKA 99669  
Phone 907•262•9107

The City of Soldotna hereby invites qualified firms to provide proposals for professional design services for the Sterling Street Water and Sewer Replacement.

The scope of work include schematic, design development and construction phase services. The scope of the project is to design the replacement of approximately 1,200' of water lines and services, approximately 750' of sanitary sewer lines and services and upgrades to storm sewers as needed. Consultant will be responsible for receiving approval for replacements and upgrades from ADEC. Design shall upgrade 1,200' of Sterling Street to a paved road.

The successful design firm will be required to submit proof of professional and business licensure, insurances, and tax certification as noted in the RFP.

The RFP does not commit the City to award a contract, nor to pay any of the costs incurred in the preparation and submission of proposals in anticipation of a contract. The City of Soldotna reserves the right to waive irregularities and accept or reject any or all proposals.

Six (6) complete sets of the proposal package are to be submitted to the City of Soldotna at address shown above. These forms must be enclosed in a sealed envelope with the proposer's name on the outside and clearly marked:

**PROPOSAL: Professional Design Services**  
**Sterling Street Water and Sewer Replacement**

**DUE DATE: 3/7/2013 at 5:00 p.m.**

Proposals and forms must be delivered to the above address no later than 5:00 p.m. on 3/7/2013.

A pre-proposal conference will be held on February 19, 2013 at 10:00 a.m. at the Soldotna City Hall address shown above. Attendance is not mandatory but is strongly recommended.

The project documents may be obtained from the City of Soldotna beginning February 4, 2013 for a non-refundable fee of \$20.00. An additional non-refundable fee of \$10.00 will be required if mailing is requested. Project documents may be downloaded from the City of Soldotna web site at [www.ci.soldotna.ak.us](http://www.ci.soldotna.ak.us). To propose on City of Soldotna projects and/or to receive project addendums, you must be on the planholders list. To be placed on the planholders list, please contact Barbara Phegley either by phone (262-9107) or email ([bphegley@ci.soldotna.ak.us](mailto:bphegley@ci.soldotna.ak.us)). Downloading projects from the City web site does not automatically put you on the planholders list.

*Peninsula Clarion: February 4, 10, 15*

## 1.0 GENERAL INFORMATION

### 1.1 Purpose

The City of Soldotna is soliciting proposals from qualified firms to provide professional design services for Sterling Street paving and utility upgrades located off West Redoubt Street in Soldotna, Alaska. Based on a mutually agreed upon program and budget, the Consultant's basic services shall consist of the normal duties associated with a phased design system. These include: Schematic Design Phase, Design Development Phase, Construction Document Phase, Bidding Phase Services, and Construction Phase Services as described in the Request for Proposals and the General Conditions of the Contract.

### 1.2 Background

In December 2012, the City of Soldotna accepted a grant from the Alaska Department of Environmental Conservation (ADEC). \$521,000 (grant and local funds) are available to design and reconstruct the water and sewer lines along Sterling Street and bring the road back to gravel standards. The grant was awarded due to horizontal separation distance issues between the water and sewer lines as well as poor materials and service connections used during previous construction. Additional funds, to be determined, may be provided through grant and local funding to pave Sterling Street during this project.

The existing water lines along Sterling Street are a mixture of 6-8" diameter asbestos concrete, cast iron and ductile iron pipe. The existing sewer lines are a mixture of 8-10" diameter asbestos concrete and ductile iron pipe. The water lines will be replaced with 8" diameter HDPE or class 52 ductile iron pipe, the sewer lines will be replaced with class 50 ductile iron pipe and all applicable separation distances will be met. Storm drain inlets exist along Sterling Street at the intersections with other streets. These inlets will need to be upgraded and concrete gutters will be added along Sterling Street with additional storm drain upgrades per consultant's recommendations.

### 1.3 Pre-proposal Meeting

A pre-proposal meeting and site visit will be held at Soldotna City Hall on February 19, 2013 at 10 A.M. Attendance is not mandatory but is strongly recommended.

### 1.4 Questions

Any questions regarding this proposal are to be submitted **in writing** to the Department of Public Works by no later than 5:00 PM local time on February 26, 2013. Questions may be faxed to 907-262-1245 or emailed to [publicworks@ci.soldotna.ak.us](mailto:publicworks@ci.soldotna.ak.us). The subject line of the email must read: "Questions: Professional and Design Services – Sterling Street Water and Sewer Replacement" Verbal requests for information will not be accepted. Questions or requests for clarification directed to any employee or elected official of the City other than the Public Works Director may be ground for disqualification from the process. All questions will be compiled, answered and distributed to all prospective proposers on the plan holder's list.

### 1.5 Preparation Costs

The City shall not be responsible for proposal preparation costs, nor shall the City be responsible for attorney fees associated with any (administrative, judicial or otherwise) challenge to the determination of the highest ranked proposer and/or award of contract and/or rejection of proposal. By submitting a proposal, each proposer agrees to be bound in this respect and waives all claims to such costs and fees.

## 2.0 RULES GOVERNING COMPETITION

### 2.1 Examination of Proposals

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

### 2.2 Proposal Acceptance Period

Award of this proposal is anticipated to be announced within 30 calendar days of Proposal Date, although all offers must be complete and irrevocable for 60 days following the submission date.

### 2.3 Confidentiality

The content of all proposals will be kept confidential until the selection of the Design Firm is announced. At that time, the selected proposal is open for review by the competing proposers, excluding any tabulations and evaluations thereof. After the award of the Contract, all proposals, tabulations and evaluations will then become public information.

### 2.4 Proposal Format

Proposals are to be prepared in such a way as to provide a straight forward, concise delineation of the proposers' capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on:

1. Conformance to the RFP instructions;
2. Responsiveness to the RFP requirements;
3. Completeness and clarity of content.

### 2.5 Signature Requirements

All proposals must be signed. A proposal may be signed by: an officer or other agent of a corporate vendor, if authorized to sign contracts on its behalf; a member of a partnership; an owner of a privately-owned vendor; or other agent if properly authorized by a power of attorney or equivalent document. The name and title of the individual(s) signing the proposal must be clearly shown immediately below the signature.

### 2.6 Proposal Submission

**Six (6)** copies of the complete proposal package are to be submitted no later than 5:00 p.m. local time on **3/7/2013**, to the City of Soldotna Department of Public Works, Soldotna, Alaska 99669, with one copy of the Cost Proposal in a separate sealed envelope. Proposals shall be completely sealed in an envelope clearly marked with the company name. The City reserves the right to establish any and all elements or terms of this proposal. All proposals submitted shall be binding upon the contractor if accepted by the City.

Please note that overnight delivery from the lower 48 states is generally not available. Proposers should anticipate a minimum of two to three days delivery time for express, priority or expedited delivery services.

## 2.7 Tax Compliance

Soldotna Municipal Code requires that businesses or individuals contracting to do business with the City be in compliance with Borough tax provisions. No contract will be awarded to any individual or business found to be in violation of the Borough Code of Ordinances in several areas of taxation.

## 2.8 Licenses and Certifications

Proposers shall include with their proposals copies of all licenses, certificates, registrations and other credentials required for performance under the contract. Documentation must be current and must have been issued by or under authority of the State of Alaska or, if documentation is from an outside jurisdiction, such documentation must be accepted as valid by the State of Alaska for performance in Alaska. Such documentation shall include, but is not limited to, Alaska business license and applicable professional licenses, registrations and certificates.

## 2.9 News Releases

News releases pertaining to the award resulting from the RFP shall not be made without prior written approval of the Public Works Department.

## 2.10 Disposition of Proposals

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

## 2.11 Oral Change/Interpretation

No oral change or interpretation of any provision contained in this RFP is valid. Written addenda will be issued when changes, clarifications, or amendments to proposal documents are deemed necessary by the City.

Proposer shall acknowledge receipt of each addendum in the space provided on the Proposal Form. Only a proposal acknowledging receipt of all addenda may be considered responsive, unless the addendum, in the opinion of the City Manager, would have no material effect on the terms of the proposal.

## 2.12 Modifications of Proposals

Modifications will be accepted by the City, and binding upon the responding firm, where the modification:

- a) Is received by the City at the place designated for submission of RFP responses prior to the deadline.
- b) Is sealed in an envelope clearly stating Sterling Street Water and Sewer Replacement and the name of the responding firm.
- c) Is signed by the same individual who signed the original submittal.

The modification document shall include a photocopy of each page of the original submittal, which the responding firm seeks to modify, with the modification and the respondent's signature clearly set out in ink on each page.

Should there be more than one submittal modification from a responding firm, the last modification received prior to the deadline shall be opened and applied to the submittal. All earlier modifications shall be returned to the responding firm unopened.

Any modification, which fails to meet any requirement of this section, shall be rejected and the submittal shall be considered as if no modification had been attempted.

### 2.13 Late Submissions

**PROPOSALS NOT RECEIVED PRIOR TO THE DATE AND TIME SPECIFIED IN THE COVER LETTER WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED AFTER RECOMMENDATION OF AWARD.**

### 2.14 Withdrawal of Proposals

At any time prior to the scheduled closing time for receipt of RFP submittals, any responding firm may withdraw their submittal, either personally or by written request. However, a proposal may not be withdrawn after opening without the written consent of the City.

### 2.15 Acceptance – Rejection of Proposals

The City may reject any or all proposals if the City Manager determines that it is in the best interest of the City and may waive irregularities, other than the requirements for timeliness and manual signature, if the irregularities do not affect the competitive advantage of any proposer.

If any Proposer has interest in more than one Proposal, all Proposals in which such Proposer has interest shall be rejected.

### 2.16 Choice of Law and Jurisdiction

The laws of the State of Alaska shall govern this RFP, and any legal action brought thereon shall be filed in the Third Judicial District at Kenai, Alaska.

### 2.17 Conflicts of Interests

No member of the governing body of the City of Soldotna or other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project shall have any personal interests, direct or indirect, in any ensuing contract as a result of this Request for Proposal, **without first disclosing his/her potential conflict, by submitting a letter to the Clerk's Office establishing their "intent to do business with the City"**. The contractor for itself and its principal employees, officers, agents, directors or shareholders covenants that neither the contractor nor any of the listed classes of individuals has nor shall acquire any interest, direct or indirect, in the project, direct or indirect, to which the contract pertains which would conflict in any manner or degree with the performance of its work hereunder. The selected proposer further covenants that in its performance of the contract no person having such interest shall be employed, without first disclosing his/her potential conflict.

## 3.0 SCOPE OF WORK

### 3.1 Program and budget

Based on a mutually agreed upon program and budget, the Consultant's basic services shall consist of the normal duties associated with a phased design system. These include: Programming Phase, Schematic Design Phase, Design Development Phase, Construction Document Phase, Bidding Phase Services, and Construction Phase Services as described in the Request for Proposals and the General Conditions of the Contract.

### 3.2 Task 1- Schematic Phase Services

The consultant shall perform a field design survey and geotechnical investigation of the site for the purpose of determining civil design for:

- Clearing and grubbing,
- All utility locations and grades,
- Quality of existing road base material for widening and paving road,
- Excavation sections,
- Drainage

Establish horizontal and vertical control for the project. Set temporary benchmarks for use during construction surveying. Perform design cross-sections and topographic surveys at spacing not greater than 50' along the construction centerline. Field survey may require digging up existing storm and sewer manholes to determine whether a cone or ring adjustment will be required.

Provide representative soil analysis for the length of the project. Excavations should be at 500' intervals or less. If bury pit material is encountered, perform additional excavations to determine size of bury pit. Excavate to minimum 12', or as directed by owner's representative and identify road base thickness and any groundwater encountered.

### 3.3 Programming and Schematic Design Deliverables

Submit a 50% preliminary design report which includes at a minimum a plan view and profile with centerline of existing and proposed roadways, right-of-way and surveyed information gathered, proposed road shoulders, proposed road sections, probable drainage considerations, soils investigation information, possible utility conflicts, preliminary specifications and preliminary opinion of probable construction cost.

### 3.4 Task 2- Design Development and Construction Document Phase Services

Based on Schematic Design Documents and comments/recommendations for this project, the consultant shall commence with the Design Development Phase Services. The deliverables shall consist of:

- Prepare 11" x 17" size title sheet, vicinity map, sheet index and general notes.
- Prepare 11" x 17" size plan and profile drawings. Show existing ROW lines, project stationing, existing road shoulders, existing driveways, existing culverts, storm drain structures and sanitary sewer structures, utility locations and significant drainage features.
- Prepare typical cross sections and detail drawings on 11" x 17" size sheets to show in detail the scope and nature of road improvements.
- Prepare estimate of quantities; include water, sewer, pipe and 'other' bid item summaries.
- Consultant shall submit 95% design drawings, specifications, bid schedule and opinion of probable construction cost.

The Consultant shall be responsible for submittal of documents to ADEC for approval to replace/construct water lines, sanitary sewer lines and storm drain modifications. Owner will pay any permit fees. A professional engineer registered in the State of Alaska must stamp all design drawings. The next phase may not proceed until ADEC approval is granted, unless directed by owner.

### 3.5 Task 3 - Construction Document Assemblies and Bid Opening

The City will provide standard front-end documents, including: Instructions to Bidders, General Conditions, Bid Form, Tax Compliance Form, and Contract Forms. The Consultant will compile the Project Manual and have fifteen (15) bidding sets published including sets of 11" x 17" plans. The Consultant shall attend and participate in a pre-bid conference for prospective bidders and, if applicable, assist the City in preparing addenda. The City will conduct the bid opening.

### 3.6 Task 4 - Construction Phase Services

These services will begin at the Contractor's start date and shall include the following:

- Construction surveying and staking essential for project payment and completion.
- Review and approve submittals
- Respond to DCVR's
- Provide occasional project observation and inspection to ensure compliance with construction documents
- Weekly report to owner
- Reviewing and making recommendations on change orders
- Submittals to appropriate agencies
- Calculating and documenting quantities
- Preparing Contractor pay estimates
- Substantial and final inspections
- Final report and as-built drawings
- Other tasks as identified in the general conditions
- Any material testing needed will be conducted and paid for by the owner

### 3.7 Deliverable Conditions

All drawings shall be produced using AutoCAD 2000 or greater. All documents for this project including specifications shall be in a format and on media approved by the City using the latest CAD and Microsoft Office Products. Upon completion, Owner shall be furnished with CD of all documents in their original format and pdf format as well as 1 - 11" x 17" and 1 - 22" x 34" to scale drawings.

### 3.8 Additional Services

Additional Services shall consist of providing any other services not included in the Consultant's basic services and will be authorized by a change order signed by both parties and compensated at the rate listed in the Consultant's Fee Schedule for Additional Services.

### 3.9 Timeline

Advertise for design proposals	February 4
Pre-proposal meeting at Soldotna City Hall, 10:00 a.m.	February 19
Final questions due, 5:00 p.m.	February 26
Proposals due at Soldotna City Hall, 5:00 p.m.	March 7
Intent to award	March 19
Council award of contract for design services	March 27
Notice to proceed	March 29
Schematic phase	May 9
Design development phase	May 22
Construction documents and cost estimates	May 28
Bid documents	May 30

Please include a revised phase timeline in your bid if desired. The City would like to have the project constructed with seeding established in 2013. All ADEC approvals must be received prior to Notice to Proceed being given for the Construction Phase. The construction contract advertisement will be a minimum of 30 days. Some surveying and geotechnical investigation may need to be completed in the winter to complete design services. Your timeline should reflect this.

#### 4.0 PROPOSAL AND SUBMISSION REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below. There is a **20** page limit for the proposal, including resumes, tax compliance certificate, licenses and resumes.

##### 4.1 Letter of Transmittal

- Briefly state your firm's understanding of the services to be performed and make a positive commitment to provide the services as specified.
- List name(s) of the person(s) who are authorized to make representations for your firm, their titles, address, and telephone numbers.
- The letter must be signed by a corporate officer or other individual who has the authority to bind the firm.

##### 4.2 Experience and Qualifications of the Firm

Detail the firm's experience in the same or similar areas of expertise, stability, and its adaptability to providing the services required.

##### 4.3 Key Project Staff and Sub-consultants

Identify key project staff and sub-consultants expected to provide services on behalf of the firm. Provide a qualification synopsis or resumes for each of the individuals and sub-consultants referenced. Be specific on the proposed staff regarding experience and qualifications on projects of similar size and scope.

##### 4.4 Methodologies and Approach (Work Plan and Time Line)

- Provide detailed information on the firm's methodology in meeting the scope of work requirements provided for in this RFP. This should consist of a **detailed work plan** indicating the steps to be completed, the **resources** that will be utilized and the **time line** for completion.
- Describe overall approach to include any special considerations that may be envisioned.

##### 4.5 Available Resources

Provide information on resources available to your firm, which indicates that you have access to the services necessary to perform the work. Also indicate the location where the primary services are to be provided and the ability to meet in person with City personnel when required during the performance of the contract.

##### 4.6 References

Provide at least three (3) references for which your firm has provided the same or similar services. Include a point of contact, telephone number, email address, and a brief description of the services provided.

#### 4.7 Cost

Provide a detailed cost proposal, to include a breakdown by discipline and by man-hours, in spreadsheet form, including estimated reimbursables. The cost proposal portion of the submission should be submitted in a separate sealed envelope included in the sealed envelope containing the entire proposal. Provide a not to exceed cost for all services required in Section 3.0 (Scope of Work).

Cost will be evaluated using a ratio method after all qualitative scoring is completed. The proposal with the lowest cost receives the maximum points allowed. All other proposals receive a percentage of the points available based on their cost relationship to the lowest cost proposal. The following formula will be used:

lowest cost proposal/cost proposal being evaluated (x) maximum points available = awarded points.

The cost proposal will be opened and the cost score calculated after the scores of the other evaluation criteria have been calculated.

### 5.0 PROPOSAL EVALUATION PROCESS

#### 5.1 Evaluation Process

A committee of individuals representing the City will perform an evaluation of the proposal. The committee will rank the proposal as submitted. The City reserves the right to award a contract solely on the written proposal.

The City also reserves the right to request oral interviews with the highest ranked individuals or firms (short list). The purpose of the interviews with the highest ranked firms is to allow expansion upon, and possible refinement of, the written responses. If interviews are conducted, a maximum of three (3) firms will be short-listed. A second score sheet will be used to score those firms interviewed. The final recommendation for selection will be based on the total of all evaluators scores achieved on the second rating. The same categories and point ranges will be used during the second evaluation as for the first.

The evaluation committee will forward a recommendation for contract award based on points awarded. The Public Works Director will review the results of the selection committee. The firm, whose proposal is ranked highest, subject to approval by the City Manager, may be invited to enter into final negotiations with the City for the purposes of contract award. The criteria to be considered during evaluations, and the associated point values, are as follows:

Qualifications/Experience of the firm	20	Points
Key Project Staff and Sub-consultants	20	Points
Methodology, Approach, Time Line	30	Points
Available Resources	5	Points
References	5	Points
Cost	20	Points

## 5.2 Qualitative Rating Factor

Firms will be ranked using the following qualitative rating factors, excluding cost, for each RFP criteria:

- 1.0 Outstanding
- .8 Excellent
- .6 Good
- .4 Fair
- .2 Poor
- 0.0 Unsatisfactory

The rating factor for each criteria category, with the exception of cost, will be multiplied against the points available to determine the total points for that category.

## 6.0 SELECTION PROCESS

The Proposer with the highest total evaluation points may be invited to enter into contract negotiations with the City of Soldotna. If an agreement cannot be reached with the highest ranked Proposer, the City shall notify the proposer and terminate the negotiations. If proposals are submitted by one or more other proponents determined to be qualified, negotiations may then be conducted with such other proposers in the order of their respective rankings. This process may continue until successful negotiations are achieved. The City of Soldotna reserves the right to reject any and all proposals submitted.

## 7.0 APPEAL PROCESS

Any aggrieved bidder may, within five days after an award of contract, appeal to the city council for a hearing, with notice to interested parties, for redetermination and final award in accordance with law.

## 8.0 SAMPLE CONTRACT OR MINIMUM MANDATORY CONTRACT PROVISIONS

In addition to carefully reading all of the information in the RFP, all Proposers must carefully read and review the attached sample contract. The successful Proposer shall be required to enter into a Contract with the City of Soldotna, which will be substantially similar to the sample.

Therefore, the Proposer must identify any proposed changes to the sample Contract.

If no changes are made, the proposer shall be deemed to have accepted the sample contract. If the respondent makes changes, such changes will be considered in any negotiations with the City. Changes made to the sample contract shall not be considered during proposal evaluations.

## 9.0 MINORITY OR DISADVANTAGED/WOMAN OWNED BUSINESS ENTERPRISE (D/WBE Participation)

No participation goals have been established for this project. However, the selected proposer shall exercise positive efforts to encourage the participation of Minority or DIWBE's in this project. A list of currently approved Minority or D/WBE contractors may be obtained by contacting:

Office of Equal Opportunity  
P.O. Box 196650 (632 W. Sixth Avenue, Suite 620)  
Anchorage, AK 99519-6650  
(907) 343-4895

# COST PROPOSAL FORM

Payments to Consultant shall be made based upon time and expenses billed in accordance with Consultant's Cost Proposal. All Basic Services of each phase shall be completed for total compensation, not to exceed the Lump Sum Fees contained in Consultant's Cost Proposal. Additional Services will be compensated in accordance with the General Conditions of the Agreement and with the Consultant's Fee Schedule. Cost shall include all labor, expenses, overhead and profit.

**Basic Services**

**Cost**

Schematic Design Phase	
Design Development and Construction Documents Phase	
Construction Documents Assemblies and Bid Opening Phase	
Construction Administration Phase	
<b>Proposed Total</b>	

Consultant acknowledges receipt of Addenda No(s). \_\_\_\_\_, and hereby represents that if awarded a contract he will enter into and execute a contract with the City of Soldotna for the Professional Services referenced in this Request for Proposals at the compensation stated above.

By executing this proposal I certify that I have authority to bind the Consultant or consulting firm or other business entity submitting this proposal.

Consultant Signature: \_\_\_\_\_

\_\_\_\_\_

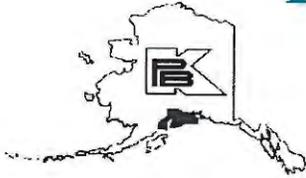
*Printed Name*

*Printed Title*

\_\_\_\_\_

*Printed Firm Name*

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



# Kenai Peninsula Borough

144 N. Binkley  
Soldotna, Alaska 99669-7599

BUSINESS: (907) 714-2197 or (907) 714-2175  
FAX: (907) 262-8623

## TAX COMPLIANCE CERTIFICATION

SUBMIT TO KPB FINANCE DEPARTMENT, SEPARATE FROM BID, 48 HOURS PRIOR TO BID DATE TO ENSURE TIMELY PROCESSING

Reason for Certificate: \_\_\_\_\_ For (Dept.): \_\_\_\_\_  
Date Rec'd by Finance: \_\_\_\_\_ Business Name: \_\_\_\_\_  
Owner Name(s): \_\_\_\_\_ a. Individual \_\_\_\_\_  
Business Mailing Address: \_\_\_\_\_ b. Corporation \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ c. Partnership \_\_\_\_\_

As a business or individual, have you ever conducted business or owned real or personal property within the Kenai Peninsula Borough? Yes \_\_\_ No \_\_\_ (If yes, please supply the following account numbers and sign below. If no, please sign below.)  
Kenai Peninsula Borough Code of Ordinances, Chapter 5.28.140, requires that businesses/individuals contracting to do business with the Kenai Peninsula Borough be in compliance with Borough tax provisions. No contract will be awarded to any individual or business who is found to be in violation of the Borough Code of Ordinances in the several areas of taxation.

### SALES TAX ACCOUNTS

Number	Account Name
_____	_____
_____	_____
_____	_____

### PERSONAL PROPERTY/BUSINESS PROPERTY ACCOUNTS

Number	Account Name
_____	_____
_____	_____
_____	_____

### REAL PROPERTY ACCOUNTS

Number	Account Name
_____	_____
_____	_____
_____	_____

TAX ACCOUNTS/STATUS			
(TO BE COMPLETED BY BOROUGH PERSONNEL)			
FILED THRU	M/F's	BALANCE DUE	IN COMPLIANCE
_____	_____	_____	Yes ___ No ___
_____	_____	_____	Yes ___ No ___
_____	_____	_____	Yes ___ No ___
YEAR LAST PAID	BALANCE DUE	IN COMPLIANCE	
_____	_____	Yes ___ No ___	
_____	_____	Yes ___ No ___	
_____	_____	Yes ___ No ___	
YEAR LAST PAID	BALANCE DUE	IN COMPLIANCE	
_____	_____	Yes ___ No ___	
_____	_____	Yes ___ No ___	
_____	_____	Yes ___ No ___	
_____	_____	Yes ___ No ___	

I, \_\_\_\_\_, the \_\_\_\_\_, hereby certify that, to the best of my knowledge, the above  
(Signature Required) (Title)  
information is correct as of \_\_\_\_\_ (Date).

(TO BE COMPLETED BY BOROUGH PERSONNEL)	
I hereby certify that, to the best of my knowledge, the above business is:	
A. ___ IN COMPLIANCE WITH ALL BOROUGH TAX PROVISIONS.	
B. ___ NOT IN COMPLIANCE WITH ALL BOROUGH TAX PROVISIONS.	
_____	_____
Kenai Peninsula Borough Finance Department (Signature Required)	Date

**\*IF ANY BUSINESS IS CONDUCTED OR IS AWARDED A BID WITHIN THE KENAI PENINSULA BOROUGH YOU MUST BE REGISTERED TO COLLECT SALES TAX. THE SALES TAX DEPARTMENT CAN BE REACHED AT (907) 714-2175.**

# PART II

## SAMPLE AGREEMENT

**CITY OF SOLDOTNA**

**AGREEMENT BETWEEN OWNER AND CONSULTANT  
FOR PROFESSIONAL DESIGN SERVICES**

MADE AS OF THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 13

BETWEEN the OWNER: CITY OF SOLDOTNA  
177 North Birch Street  
Soldotna AK 99669

AND the CONSULTANT:

FOR the PROJECT: Sterling Street Water and Sewer Replacement  
SOLP 13-05

The Owner and Consultant agree as set forth below.

**ARTICLE 1**

**THE WORK**

The Consultant shall perform all the work described in the Request for Proposals as Attachment "A" hereto, and in the Consultant's Proposal, as Attachment "B" hereto, consisting of:

1. Basic Services, as described in the General Conditions, including Schematic Phase Services, Design Development Phase Services, Construction Document Phase Services, Bidding Phase Services, and Construction Phase Services.
2. Additional Services, if authorized, as described in ARTICLE 2 of the General Conditions.

**ARTICLE 2**

**TIME OF COMMENCEMENT AND COMPLETION**

The Consultant's performance of services required by this Agreement shall commence with a Notice to Proceed with each Phase and shall be completed in accordance with the following schedule:

- |   |  |
|---|--|
| 1. Schematic Design Phase Services      | Within <u>41</u> days of Notice to Proceed |
| 2. Design Development Phase Services    | Within <u>54</u> days of Notice to Proceed |
| 3. Construction Document Phase Services | Within <u>60</u> days of Notice to Proceed |

4. Construction Phase Services

Within 180 days of Notice to Proceed

### **ARTICLE 3**

#### **COMPENSATION**

The Owner shall compensate the Consultant in accordance with the General Conditions of this Agreement as follows:

1. FOR THE CONSULTANT'S BASIC SERVICES, as described in ARTICLE 1 of the General Conditions, Compensation will be paid periodically on a time and expense basis in accordance with the Consultant's Cost Proposal and Fee Schedule as Attachment "B" hereto, in a total amount not to exceed the sum of \$.
2. FOR THE CONSULTANT'S ADDITIONAL SERVICES, as described in ARTICLE 2 of the General Conditions, Compensation will be paid for Principal's, employees', and subconsultant's time at the fixed gross hourly billing rates set forth in the Fee Schedule as Attachment "B" hereto, and as per ARTICLE 6 of the General Conditions. Payment of additional services is not included in the "shall not exceed" provisions contained in the contract documents.
3. THE CONSULTANT'S EXTENDED BASIC SERVICES BEYOND THE CONSTRUCTION DOCUMENT PHASE, if authorized, shall commence with a written Notice to Proceed with the performance of those services. These services will be paid as additional services. This payment is not included in the "shall not exceed" provisions contained in the contract documents.
4. The total payment under these contract documents, including payment for basic services and reimbursable expenses shall not exceed \$. Any payment beyond this amount including payment for additional services, extended basic services and related expenses may be made only pursuant to a fully executed change order or contract modification specifically stating the amount of payment agreed upon. In the event this paragraph conflicts with or is inconsistent with any other provision in the contract documents, this provision shall control.

Based upon applications for payment submitted by Consultant, Owner shall provide for Progress Payments to Consultant on a monthly schedule. Upon proper application submitted no later than ten (10) days prior to the next scheduled payday, Consultant shall be paid for the value of the work performed during the period preceding application. Each application for payment shall be on an approved Application for Payment form. All sums properly due shall be paid within thirty (30) days of receipt of application. Prior to final payment, the Consultant shall submit as-built drawings or other documents as required by the contract documents.

### **ARTICLE 4**

#### **ENUMERATION OF CONTRACT DOCUMENTS**

The documents which are specifically incorporated into this agreement by reference and which together with the Agreement form the contract documents are:

- A. The Request for Proposals, (Attachment A).
- B. Consultant's Proposal, including Cost Proposal and Fee Schedule, (Attachment B).

- C. The General Conditions of the Contract Between Owner and Consultant for Professional Design Services, (Attachment C).
- D. Addenda No. \_\_\_\_, (Attachment D).
- E. Any and all later change orders and Amendments to the Contract Documents (Attachment E).

Any other attachments to this agreement do not form a part of the agreement, but are for informational purposes only.

## ARTICLE 5

### NOTICES

All legal notices relating to this contract, including change of address, shall be mailed to the Owner and the Consultant at the following addresses:

OWNER

City of Soldotna  
Department of Public Works  
177 North Birch Street  
Soldotna AK 99669

CONSULTANT

## ARTICLE 6

### EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Owner and the Consultant, and supersedes all prior, inconsistent negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant.

## ARTICLE 7

### ATTACHMENTS

In the event there is any difference between an attachment to the original of this agreement on file with the City of Soldotna Clerk and any attachment to a duplicate original of the agreement, the attachments to the original filed with the City Clerk shall control.

## ARTICLE 8

### NO THIRD-PARTY BENEFICIARY

This agreement is intended solely for the benefit of each party hereto. Nothing contained herein shall be construed or deemed to confer any benefit or right upon any third party.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in their respective names by their duly authorized representatives as of the date and year first above written.

CITY OF SOLDOTNA

CONSULTANT

\_\_\_\_\_  
*Mark Dixson, City Manager*

\_\_\_\_\_  
*Name and Title of Office (printed or typed)*

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

\_\_\_\_\_  
*Company Name (printed or typed)*

\_\_\_\_\_  
*Signature*

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

\_\_\_\_\_  
*Name and Title of Office (printed or typed)*

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

ATTEST:

\_\_\_\_\_  
*City Clerk*

**ACKNOWLEDGMENTS**

STATE OF ALASKA )  
 ) Ss  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2013  
by Mark Dixon, City Manager of Soldotna Alaska, an Alaska municipal corporation, for and on behalf of the  
corporation.

\_\_\_\_\_  
Notary Public, State of Alaska  
My commission expires: \_\_\_\_\_

STATE OF ALASKA )  
 ) ss  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013  
by \_\_\_\_\_ *(title)*, the \_\_\_\_\_ *(name of corporation)*  
for and on behalf of the corporation.

\_\_\_\_\_  
Notary Public, State of Alaska  
My commission expires: \_\_\_\_\_

# **PART III**

## **GENERAL CONDITIONS**

**GENERAL CONDITIONS OF THE CONTRACT**  
**BETWEEN OWNER AND CONSULTANT**  
**FOR PROFESSIONAL DESIGN SERVICES**

THIS DOCUMENT MAY BE ALTERED OR AMENDED ONLY  
BY ADDENDUM, CHANGE ORDER OR OTHER DOCUMENT EXECUTED BY ALL PARTIES

**ARTICLE I**

**CONSULTANT'S BASIC SERVICES**

**1.1 Basic Services**

Without limiting any obligations arising under law, Consultant's Basic Services are enumerated for each of the phases described below and include normal Civil, Structural, Mechanical and Electrical Engineering services.

**1.2 Schematic Phase**

- 1.2.1 Consultant shall review the program furnished by Owner to ascertain the requirements of the Project and shall review Consultant's understanding of such requirements with Owner.
- 1.2.2 Consultant shall provide a preliminary evaluation of the program and the Project budget requirements, each in terms of the other, subject to the requirements and limitations set forth in ARTICLE 4.
- 1.2.3 Consultant shall review with Owner alternative approaches to design and construction of the Project.
- 1.2.4 Based on the mutually agreed-upon program and Project budget requirements, Consultant shall prepare, for approval by Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and interrelationship of Project components.
- 1.2.5 Consultant shall submit to Owner a Statement of Probable Construction Cost based on area, volume, or other unit costs, in conformity with all elements of the Schematic Design Documents.

**1.3 Design Development Phase**

- 1.3.1 Based on the approved Schematic Design Documents and any other adjustments authorized by Owner in the program or Project budget, Consultant shall prepare, for approval by Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate.
- 1.3.2 Consultant shall submit to Owner a further Statement of Probable Construction Cost, in conformity with all elements of the Design Development Documents.

**1.4 Construction Documents Phase**

- 1.4.1 Based on the approved Design Development Documents and any further adjustments authorized by Owner in the scope or quality of the Project or in the Project budget, Consultant shall prepare, for approval by Owner, Construction Documents consisting of Drawings, Specifications, and other items as may be required to detail

the requirements for the construction of the entire project in accordance with good design practice and all requirements of agencies having jurisdiction over the work.

- 1.4.2 Consultant shall provide all documents for this Project in a format and on media approved by Owner.
- 1.4.3 Consultant shall provide in the Construction Documents all of the necessary bidding information, including site plans, floor plans, elevations, sections and details sufficient to show all the requirements of the work. If required by Owner, Consultant shall prepare the Construction Documents for additive alternate bids, unit prices, and phasing of the work.
- 1.4.4 The substantial aspects of the design as indicated by the Working Drawings and Specifications shall comply with the requirements and regulations adopted pursuant to the Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act (ADA), and all requirements of local and state building, fire, mechanical, electrical and other codes in effect at the time of completion of the Construction Documents Phase of work.
- 1.4.5 Consultant shall prepare and submit the required documents for the approval of federal, state and local governmental authorities having jurisdiction over the Project and shall be responsible for obtaining all necessary approvals.
- 1.4.6 Consultant shall provide such additional information as may be required by regulatory agencies in order for such agencies to certify the relevant applications as complete.
- 1.4.7 Consultant shall submit to Owner a final Statement of Probable Construction cost of the project, including a bidding and design contingency of five percent (5%).

## **1.5 Bidding Phase**

- 1.5.1 Consultant, following Owner's approval of the Construction Documents and the final Statement of Probable Construction Cost, shall assist Owner in preparing the Project Manual, Drawings and Bid Advertisements, in conducting a pre-bid conference, in preparing addenda, in reviewing bids, and in evaluating bidder's qualifications. Based on the results, Consultant shall submit a recommendation for award of contract.
- 1.5.2 Consultant shall conduct any mandatory pre-bid conference and shall issue any addenda required to correct errors or omissions in the bid documents, or to clarify items in the bid documents.

## **1.6 Construction Phase**

- 1.6.1 The Construction Phase will commence with the award of the Construction Contract and will terminate when the final Certificate for Payment is approved by Owner.
- 1.6.2 Consultant shall administer the Construction Contract as set forth herein, and the extent of Consultant's duties and responsibilities and the limitations of Consultant's authority as assigned hereunder shall not be modified without the written consent of both parties.
- 1.6.3 Consultant, as the representative of Owner during the Construction Phase, shall advise and consult continually with Owner. Both Consultant and Owner shall at all times have access to the Work wherever it is in preparation or progress. Instructions to the contractor shall be issued through Consultant. Consultant shall have authority to act on behalf of Owner to the extent provided herein unless otherwise modified in writing. Consultant shall provide Owner with copies of all correspondence relating to the Project and shall promptly inform Owner of any circumstances affecting the quality, cost or completion of the work. Consultant shall organize a system of filing and transmitting all documents and correspondence relating to the project.
- 1.6.4 Owner shall have the right to make all final determinations whether an item or material, proposed by the contractor as a substitute for a specified item or material, equals or exceeds the quality of that specified in the

Construction Documents. Owner shall make a final determination within seven (7) days after receipt of written request by Consultant.

- 1.6.5 For the Contract fee, Consultant, appropriate staff personnel, and Consultant's consultants, shall make periodic visits to the site, as approved by Owner in advance, for familiarization generally with the progress and quality of the work, conformance with the design intent and as required for completion of record drawings. Each trip to the site will be considered a visit. A Schedule of Visits will be incorporated by reference if included as an attachment hereto.
- 1.6.6 Consultant shall provide additional inspection services beyond those described herein upon request of Owner in accordance with ARTICLE 2.
- 1.6.7 Based upon the observations of the Project Observer at the site and upon the contractor's Application for Payment, Consultant shall determine the amount then due to the contractor and shall approve Certificates for Payment within 5 days after receipt thereof. Consultant's approval shall constitute a representation by Consultant to Owner, that the work has progressed to the point indicated; that to the best of Consultant's knowledge, information, and belief, the quality of the work is in accordance with the contract documents; and that the contractor is due payment in the amount certified. By issuing a Certificate for Payment as defined in the contract documents, Consultant shall not be deemed to represent that Consultant has made any examination to ascertain how, and for what purpose, the contractor has used the monies paid on account of the contract sum.
- 1.6.8 Consultant shall demand proof of payment to subcontractors or materialmen, or releases from subcontractors or materialmen, before the issuance of a final Certificate for Payment.
- 1.6.9 Consultant shall, in the first instance, interpret and explain the requirements of the contract documents, and be judge of the performance thereunder by the contractor. Consultant shall make the initial decision on all claims and questions of the contractor relating to the execution and progress of the Work, and on all other matters or questions related thereto.
- 1.6.10 Consultant shall have authority to reject Work, which does not conform to the contract documents. Whenever, in Consultant's reasonable opinion, Consultant considers it necessary or advisable to ensure the proper implementation of the intent of the contract documents, Consultant will have authority to require special inspection or testing of any Work in accordance with the provisions of the contract documents, whether or not such work be fabricated, installed, or completed.
- 1.6.11 Consultant shall review and accept (as complying with design concept and the requirements of the contract documents) or take other appropriate action upon the contractor's submittals such as shop drawings, product data, and samples. **Such action shall be performed within 5 working days after receipt of the contractor's submittals.** Consultant's acceptance of a specific item shall not indicate approval of assembly of which the item is a component.
- 1.6.12 Consultant shall prepare Change Orders for Owner's approval and execution in accordance with the contract documents. Consultant shall have authority to order minor changes in the work not involving an adjustment in Contract Sum or an extension of Contract Time, and not inconsistent with the intent of the contract documents. Consultant shall notify Owner in writing, on a form approved by Owner, of all changes including authorized extras at no additional cost.
- 1.6.13 Consultant shall conduct inspections to determine the dates of Substantial Completion and Final Completion as defined in the contract documents. Consultant shall determine the date of Substantial Completion and issue a Certificate of Substantial Completion allowing for beneficial occupancy by Owner. The Certificate of Substantial Completion shall set a reasonable time for the contractor to complete the work and to correct any deficiencies noted by Consultant. Consultant shall make recommendations (based on then current market values and labor costs) of the amounts of payment to be withheld by Owner until the deficiencies are corrected and the Work completed. Consultant shall receive, review, and transmit to Owner written

guarantees, warranties, and related documents assembled by the contractor. Consultant shall issue a final Certificate for Payment upon final completion of the work.

- 1.6.14 Consultant shall not be responsible for (1) construction means, methods, techniques, sequences or procedures; or (2) the safety precautions or programs of the contractor; or (3) any acts or omissions of the contractor, any subcontractor, or any of the contractor's or subcontractors' agents or employees, or of any other person performing any of the work.
- 1.6.15 Consultant shall furnish Owner, within 60 days after final completion of the work, a complete set of mylar reproducible record drawings (as-builts) showing significant changes in the work made during construction based on marked-up prints, drawings, and other data furnished by the contractor.

## **ARTICLE 2**

### **CONSULTANT'S ADDITIONAL SERVICES**

- 2.1 If any of the following additional services are authorized by Owner in writing, Owner agrees to pay Consultant in accordance with Consultant's Fee Schedule (as attached hereto). Prior to authorization Owner must be expressly informed that the services requested require additional Consultant fees and an estimate of the amount of additional fees must be provided by Consultant. Payment will be made in accordance with Article 6.
- 2.2 Consultant's additional services may include the following:
  - 2.2.1 Provide planning surveys, site evaluations, environmental studies, or comparative studies of prospective sites. Prepare special surveys, studies, and submissions required for approvals of governmental authorities or others having jurisdiction over the project.
  - 2.2.2 Provide design services relating to future facilities, systems, and equipment which are not intended to be constructed as part of the Project.
  - 2.2.3 Provide services to facilitate detailed appraisals and evaluations of existing conditions or facilities and make measured drawings thereof. Services may include surveys or inventories required in connection with construction performed by Owner.
  - 2.2.4 Prepare drawings and specifications for Change Orders requested by Owner, where the changed work was not envisioned by the approved construction documents and therefore results in a construction cost which exceeds the Consultant's Statement of Probable Construction Cost.
  - 2.2.5 Make major revisions in Drawings, Specifications, or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of Consultant.
  - 2.2.6 Provide consultation concerning replacement of any Work damaged by fire or other causes during construction, and furnish service as may be required in connection with the replacement of such Work.
  - 2.2.7 Provide services necessitated by default of the contractor or by major defects or deficiencies in the Work of the contractor or by failure of performance of either Owner or the contractor under the contract for construction, unless such default or failure was caused by deficiencies in the Work of Consultant.
  - 2.2.8 Provide extensive assistance in the utilization of any equipment or system, including supervision of initial start up; testing, adjusting and balancing of equipment; preparation of operation and maintenance manuals; training personnel for operation and maintenance; and consultation during normal operation of the Project.

- 2.2.9 Provide contract administration and observation of construction after the Construction Contract Time has been exceeded or extended by more than 30 days through no fault of Consultant and after 20 days' written notice thereof has been given to Owner by Consultant. In that event, compensation shall revert to the hourly rates delineated in the Fee Schedule attached hereto. Owner may, however, elect to administer the contract after receipt of such notice, and no payment will be made to Consultant for extended administration and observation performed prior to issuance by Owner to Consultant of a written order to continue providing contract administration.
- 2.2.10 Provide services required after the approval of the contractor's final Certificate for Payment, but excluding completion of Record Drawings and necessary follow-up actions.
- 2.2.11 Prepare and serve as an expert witness in connection with any public hearing, arbitration proceeding, or legal proceeding in connection with the Project where Consultant is not at fault, and is not a party thereto, providing such activities occur within the one year warranty period as defined in the contract documents. For such activities occurring after the warranty period, the Fee Schedule for Additional Services shall be revised as mutually agreed to by the parties to the contract.
- 2.2.12 Provide any other services not otherwise included in this contract and not customarily furnished as basic services in accordance with generally accepted Consultant practice.

### **ARTICLE 3**

#### **OWNER'S RESPONSIBILITIES**

- 3.1 Owner shall provide full information regarding Owner's requirements for the Project.
- 3.2 The City Manager is hereby designated as the representative authorized to act in Owner's behalf with respect to the Project, and the City Manager is hereby authorized to appoint, and to rescind the appointment of, a designee to exercise such authority in the City Manager's place. Owner's representative, or Owner's designee, shall examine documents submitted by Consultant and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of Consultant's work.
- 3.3 Owner shall furnish structural, mechanical, chemical, and other laboratory tests, inspection, and reports as required by law or the contract documents.
- 3.4 If Owner observes or otherwise becomes aware of any fault or defect in the Project or non-conformance with the contract documents, Owner shall give prompt written notice thereof to Consultant.
- 3.5 Owner shall furnish to Consultant all information which Owner is required to provide as expeditiously as necessary for the orderly progress of the Work upon request of Consultant.

### **ARTICLE 4**

#### **BUDGETS AND COST ESTIMATES**

- 4.1 The Construction Budget does not include the compensation of Consultant and subconsultants, the cost of the land, rights-of-way, movable equipment or furnishings, or other costs that are the responsibility of Owner as provided in ARTICLE 3.
- 4.2 Statements of Probable Construction Cost and Total Budget Estimates prepared by Consultant represent Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Consultant nor Owner has any control over the cost of labor, materials, or equipment,

over the contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, Consultant cannot and does not guarantee that bids will not vary from any Statement of Probable Construction Cost or other cost estimate prepared by Consultant.

- 4.3 If a final Statement of Probable Construction Cost, including a 5% design contingency and any anticipated cost escalations through the proposed bid date, exceeds the Construction Budget of the Project, Owner shall either: (1) give written approval of an increase in such fixed limit; (2) cooperate with Consultant in revising the Project scope and quality as required to reduce the Probable Construction Cost; or (3) cancel the project.
- 4.4 If the lowest bona fide bid or negotiated proposal exceeds the amount budgeted as the construction cost for this project, Owner may elect to: (1) give written approval of an increase in such fixed limit; (2) cooperate in revising the Project scope and quality as required to reduce the Construction Cost; (3) authorize rebidding the Project within a reasonable time; or (4) cancel the project.
- 4.5 If Owner elects to reduce the scope or quality of the Project because the construction budget may be exceeded, either before or after the opening of bids, then Consultant, without additional charge shall modify the Drawings and Specifications as necessary to bring the statement, estimate, or bid within the fixed limit. Providing such services shall be the limit of Consultant's responsibility in this regard, and having done so, Consultant shall be entitled to the regular compensation established by the contract.

#### **4.6 Definitions**

- 4.6.1 Probable Cost Estimate: An estimate of the costs to construct the facility including all of the structure. Not included in this estimate are administration costs, utility costs, Consultant fees, movable equipment and construction contingencies. This estimate is to be prepared by Consultant.
- 4.6.2 Construction Cost Budget: The budget that is established to construct the project. Not included in this budget are administration costs, utility costs, Consultant fees, movable equipment and contingencies.
- 4.6.3 Total Budget: The total budget includes all budget items, Construction Cost Budget, administration costs, utility costs, Consultant fees, movable equipment and contingencies.
- 4.6.4 Contract Sum: The cost submitted by the contractor as the bid to complete all work for the construction of the facility including parking lots and access roads. Not included in this cost are administration costs, utility costs, Consultant fees, movable equipment and contingencies.

### **ARTICLE 5**

#### **PAYMENTS TO CONSULTANT**

- 5.1 Payments for Consultant's Basic Services shall be made after approval by Owner of Consultant's submissions in accordance with the contract. Owner shall review each submission and invoice, and Owner shall pay the invoice amount to Consultant within 30 days after approval of Consultant's submission and invoice by Owner. If a submission is not approved by Owner, it shall be returned to Consultant for rework, and no payment to Consultant shall be made. Consultant shall rework the submission and transmit the reworked submission with a new invoice to Owner in a timely manner for review and approval by Owner in accordance with the contract.
- 5.2 Payments for Consultant's Additional Services as defined in ARTICLE 2 and for Reimbursable Expenses as defined in ARTICLE 7 shall be made upon presentation of Consultant's statement of services rendered in accordance with the contract.
- 5.3 If Consultant's Additional Services are terminated or suspended in whole or in part through no fault of Consultant, then Consultant shall be paid compensation for services performed prior to receipt of written

notice from Owner of suspension or termination, subject to the provisions of ARTICLE 6 and ARTICLE 10. If the Additional Service is resumed after being suspended for more than 90 days, Consultant's compensation for the Additional Services shall be subject to renegotiation.

- 5.4 Consultant shall render a final billing to Owner for all retained compensation prior to final payment to Consultant. The final billing shall be rendered within 60 days after the Project has been closed out. Owner shall not be required to pay any amounts billed after this time.
- 5.5 In the event the entire project is suspended for a period in excess of 90 days, or Consultant is not ordered to proceed to the next phase within 90 days after completion of a previous phase, then Consultant's compensation for basic services and additional services shall be subject to renegotiation if the project is resumed. If the renegotiated fee has not been mutually agreed upon within 14 days after issuance of Notice to Proceed to the next phase, Owner shall be free to terminate the contract and to negotiate freely with other Consultants for completion of the Project utilizing all drawings, specifications, files, notes and other work previously completed under this contract. Consultant will receive 7 days written notice of termination for failure of renegotiation efforts. In the event of such termination, Consultant shall be paid only for services already performed and shall have no further recourse.

## **ARTICLE 6**

### **PAYMENT FOR ADDITIONAL SERVICES**

- 6.1 For the purpose of determining compensation for additional services of employees or Principals engaged on the Project by Consultant, gross hourly billing rates shall be used. The term employees shall include Consultants, Technicians, Draftsmen, and Secretaries who are engaged in consultation, research, and design, in producing Drawings, Specifications, and other documents pertaining to the Project, and in rendering additional services during construction at the site. Services of Subconsultants or other Professional Services contracted upon prior approval of Owner shall be billed at 1.1 times the basic fee cost without markup.
- 6.2 Gross hourly billing rates for additional services are noted on Consultant's Fee Schedule as an attachment hereto. Such hourly rates include all wages and salaries paid to Consultant's employees engaged on the Project, payroll taxes, other taxes required by state or federal law, benefits such as vacation, sick leave, retirement plans, pension funds, profit sharing, and any other benefits contracted for or agreed to by said employees and Consultant. Such hourly rates include compensation for any overtime worked by Consultant's employees and subconsultants, and also include Consultant's overhead and profit for additional services described herein. The aforementioned hourly rates are not subject to escalation, except as noted in ARTICLE 5.3 and 5.5.

## **ARTICLE 7**

### **REIMBURSABLE EXPENSES**

- 7.1 Reimbursable Expenses are included in the Compensation for Basic and Additional Services and include actual out-of-pocket expenditures made by Consultant, Consultant's employees, or Consultant's professional subconsultants in the interest of the Project. Reimbursable expenses do not include ordinary overhead expenses and are limited to the expenses listed in ARTICLE 7.
- 7.2 Reimbursable Expenses include the following:
- a. Transportation, meals and actual lodging expenses when traveling with the prior approval of Owner in connection with the project, including Owner requested meetings with various committees,

boards, City Administration, or City Council; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the project.

- b. Expense of reproduction, postage, and handling of presentation Drawings, Working Drawings and specifications, including sets for the review of Owner or consultants. Drawing size and number of review sets shall be requested in writing by Owner.
- c. Expense of computer time for Drafting, Engineering calculations and computations, Surveying and Mapping, or other uses requiring specialized training, programs, or systems when used in connection with Additional Services.

7.3 Consultant shall not be reimbursed for those expenses for which Owner has not been billed within 90 days after the expenses have been incurred, except that the final billing shall be rendered within 60 days after Project closeout.

## **ARTICLE 8**

### **INSURANCE**

- 8.1 Consultant agrees to carry all insurance required by law and at a minimum the insurance described in 8.2, 8.3, 8.4, and 8.5 below:
- 8.2 Insurance covering work on this project that provides a minimum coverage of \$1,000,000 against any claim arising out of professional liability/errors or omissions of Consultant and/or Consultant's subcontractors, agents or assigns;
- 8.3 Commercial general liability insurance with a minimum coverage of \$1,000,000;
- 8.4 Automobile liability insurance with minimum coverage of \$1,000,000 combined single limit bodily injury and property damage per occurrence;
- 8.5 Workers Compensation and Employer's Liability Insurance for all employees who are performing work under this contract;
- 8.6 The policies described above shall remain in force for the life of the contract. The cost of the insurance shall be part of the contract price. The policies described in GC 8.2, 8.3, and the Employer's Liability policy must insure against acts or omissions that occur during the contract period without a limitation on the time within which resulting loss, damage, or injury is actually sustained.
- 8.7 Consultant agrees to furnish Owner copies of the above policies or a certificate of insurance reflecting such coverage when, or prior to, presenting the executed contract to COS for COS's agreement. The policies or certificate of insurance must state that the coverage is primary and exclusive of any insurance carried by the COS. The coverage required in Article 8.3, 8.4, and Employer's Liability shall list COS as additional insured. All policies and certificates of insurance shall provide that a written notice of any cancellation or modification will be delivered to Owner at least 30 days prior to the effective date of such cancellation or modification.

## ARTICLE 9

### CONSULTANT'S ACCOUNT RECORDS

- 9.1 Records of reimbursable expenses and expenses pertaining to additional services and services performed on the basis of gross hourly billing rates shall be in a form acceptable to Owner and shall be available to Owner or Owner's authorized representative for audit at mutually convenient times for a period of up to three years after completion of services and final payment. Allowable Consultant's compensation may be modified to conform to the results of any audit, and any excess compensation or expenses shall be refunded to Owner.

## ARTICLE 10

### PROJECT CLOSE-OUT AND TERMINATION OF AGREEMENT

- 10.1 Contract between Owner and Consultant will be closed out when the Project has been satisfactorily completed and Consultant has performed all of Consultant's obligations under the contract. Project shall not be closed out until Final Completion has been certified and all record drawings and other documentation have been provided to Owner. Project shall be formally closed out by a written memorandum signed by both Consultant and Owner specifying any adjustments to the contract, together with any sums of money remaining due. The memorandum closing out the Project shall constitute a resolution of all payments for contractual services and reimbursable expenses except those specifically noted in the memorandum. Within 20 days after Owner and Consultant have executed the memorandum closing out the Project, Owner shall pay to Consultant all sums of money remaining due to Consultant including all remaining retained money.
- 10.2 This contract may be terminated by either party upon 30 days written notice, should the other party fail substantially to perform in accordance with the Terms and Conditions hereof.
- 10.3 This contract may be suspended or terminated by Owner for Owner's convenience, for any reason deemed by Owner to be in the best interest of Owner.
- 10.4 In the event of termination not due to fault of Consultant, Consultant shall be paid compensation for services actually performed and for reimbursable expenses actually incurred in accordance with the contract and ARTICLE 5, if services are performed and expenses incurred prior to the dates specified in the termination notice.
- 10.5 Should this agreement be terminated because Consultant has failed substantially to perform Consultant's duties in a satisfactory or in a timely manner, then Consultant shall be paid only for the actual value of Consultant's services to date, less any damages or additional costs incurred by Owner as a result of Consultant's failure to perform Consultant's duties. In the event that additional costs to Owner exceed the amount of money then otherwise due and owing to Consultant, then Owner shall retain those monies and may immediately proceed against Consultant for excess damages.

## ARTICLE 11

### OWNERSHIP OF DOCUMENTS/DESIGNS

- 11.1 All Drawings, Specifications, and Designs are considered instruments of service. Owner shall retain an ownership interest in all instruments of service and any similar work including all intellectual property rights associated with them, whether or not completed, which are produced or provided by Consultant in performance of this contract, whether the project for which they are made is constructed or not. Owner and Consultant each reserve unlimited rights of use, without any further compensation, for this project and any

subsequent project in which owner or consultant participate. Owner specifically relieves Consultant of any responsibility or liability pertaining to any subsequent use of the document by owner. Any Drawing, Specification, Design, or similar work produced or provided by Consultant in performance of this contract that contains a copyright in the name of the Consultant or any other entity other than Owner will not be accepted, and Owner will consider such submittal to be a breach of the contract.

## **ARTICLE 12**

### **SUCCESSORS AND ASSIGNS**

- 12.1 Owner and Consultant each binds themselves, their partners, successors, assigns, and legal representatives to the other party to this contract and to the partners, successors, assigns, and legal representatives of such other party with respect to all terms of this contract. Neither Owner nor Consultant shall assign, sublet, or transfer any interest in this contract without the written consent of the other.

## **ARTICLE 13**

### **INDEMNIFICATION**

- 13.1 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 this 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.

Following are definitions for terms in the above clause:

- (1) “construction” means the process of building, altering, repairing, maintaining, improving, demolishing, planning, and designing a public highway, a structure, a building, a utility, infrastructure, or another public improvement to real property, but does not mean the routine operation of a public improvement;
- (2) “consultant” means a person who contracts with a public agency to provide professional services;
- (3) “professional services” has the meaning given in AS 36.30.990;
- (4) “public agency” means a department, institution, board, commission, division, authority, public corporation, committee, school district, political subdivision, or other administrative unit of a municipality, of a political subdivision, or of the executive or legislative branch of state government, including the University of Alaska, the Alaska Aerospace Development Corporation, the Alaska Housing Finance Corporation, the Alaska Industrial Development and Export Authority, the Alaska Energy Authority, the Alaska Railroad Corporation, and a regional educational attendance area.

**ARTICLE 14**

**GOVERNING LAW**

- 14.1 This contract shall be governed by the Laws of the State of Alaska, and any lawsuit brought thereon shall be filed in the Third Judicial District Court at Kenai, Alaska.

**ARTICLE 15**

**SEVERABILITY**

- 15.1 Should a provision of this Agreement be found to be unenforceable or void for any reason, it shall be considered as severed from this Agreement, and the remaining portions of this Agreement shall stand as if that provision had never been included in the contract. Should the unenforceable or void provision be legally essential to the continuing existence of the contract, the parties shall attempt to substitute a reasonable replacement provision.

**ARTICLE 16**

**NONDISCRIMINATION**

- 16.1 Contractor must comply with all federal and state laws, rules, regulations and orders, and all local ordinances, regulations and rules concerning wages, taxes, social security, workers' compensation, nondiscrimination, licenses, registration requirements, and similar provisions governing employment of individuals.
- 16.2 Contractor will not discriminate against any employee or applicant for employment or refuse employment to a person, or bar a person from employment, or discriminate against a person in compensation or in a term, condition, or privilege of employment because of the person's race, religion, color, or national origin, or because of the person's age, physical or mental disability, sex, marital status, changes in marital status, pregnancy, or parenthood when the reasonable demands of the position do not require distinction on the basis of age, physical or mental disability, sex, marital status, changes in marital status, pregnancy, parenthood, or political affiliation. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractor further agrees to insert this provision in all subcontracts hereunder and to require the subcontractors to insert this provision in their subcontracts.

Notwithstanding the prohibition against employment discrimination on the basis of marital status or parenthood stated above, an employer may, without violating this provision, provide greater health and retirement benefits to employees who have a spouse or dependent children than are provided to other employees.

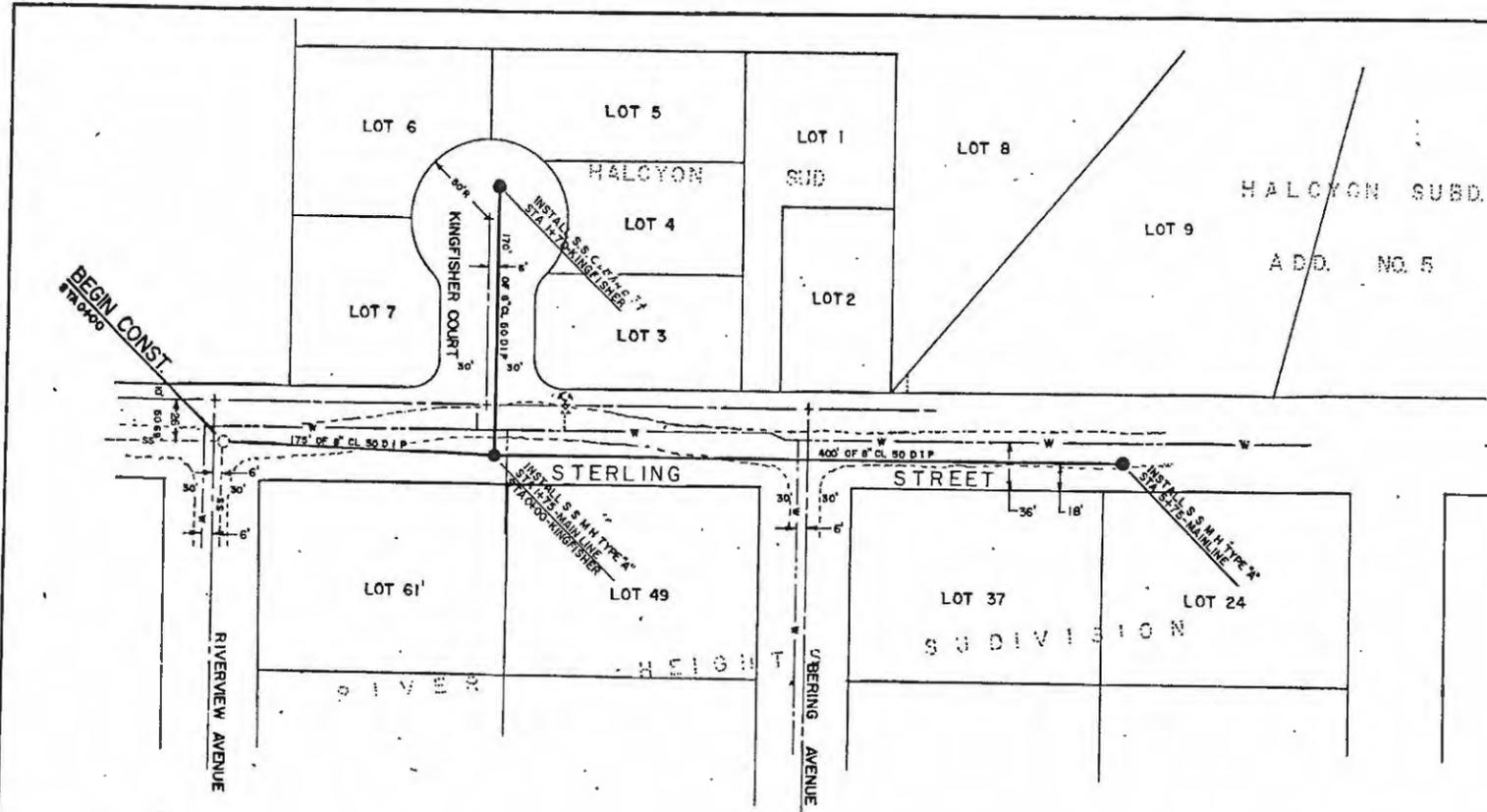
**END GENERAL CONDITIONS**

# PART IV

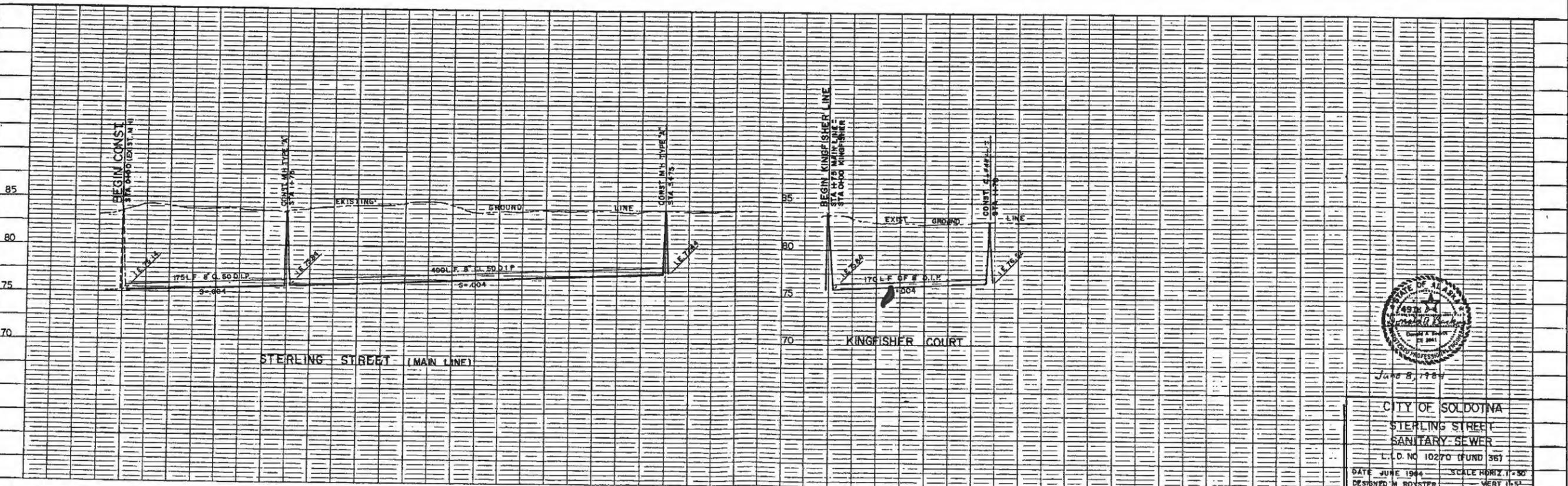
## SUPPLEMENTARY DOCUMENTS

- Record Drawings

PLAN	DATE
BY	
REVISIONS	
NOTED	
ALIGNED CHECKED	
NOTE BOOK	
NO. OF ANY CHECKED	
NO.	



PROFILE	DATE
BY	
REVISIONS	
NOTED	
GRADES CHECKED	
NOTE BOOK	
STRUCTURE NOTATION CHECKED	
NO.	



June 8, 1966

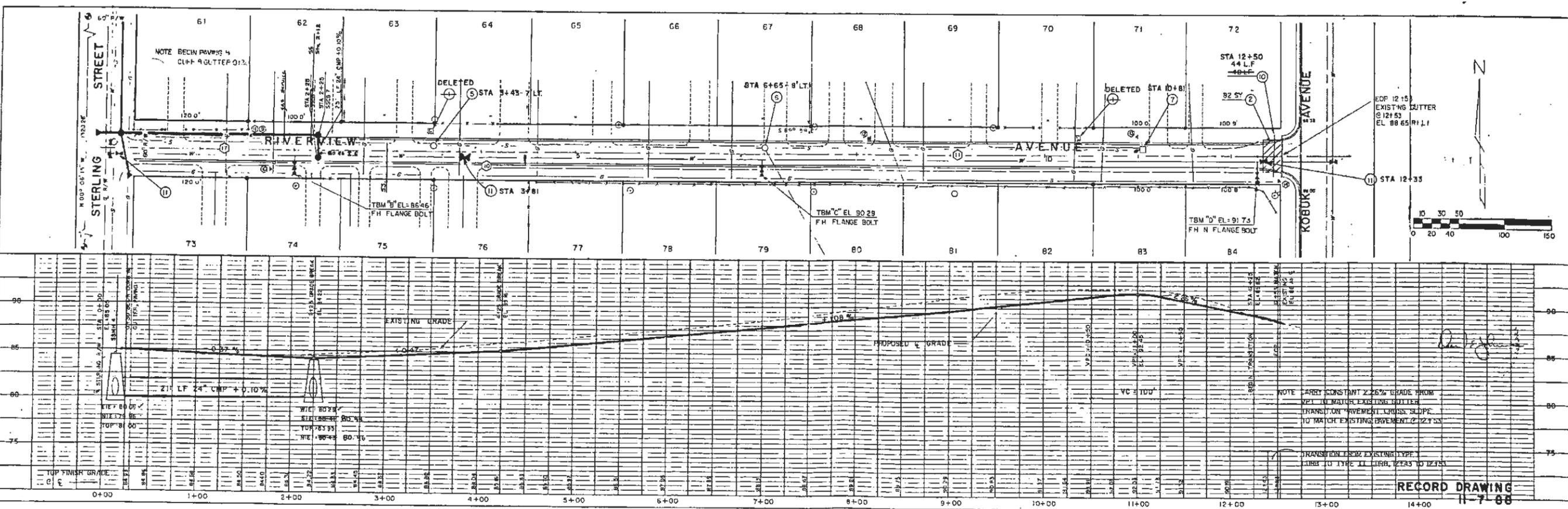
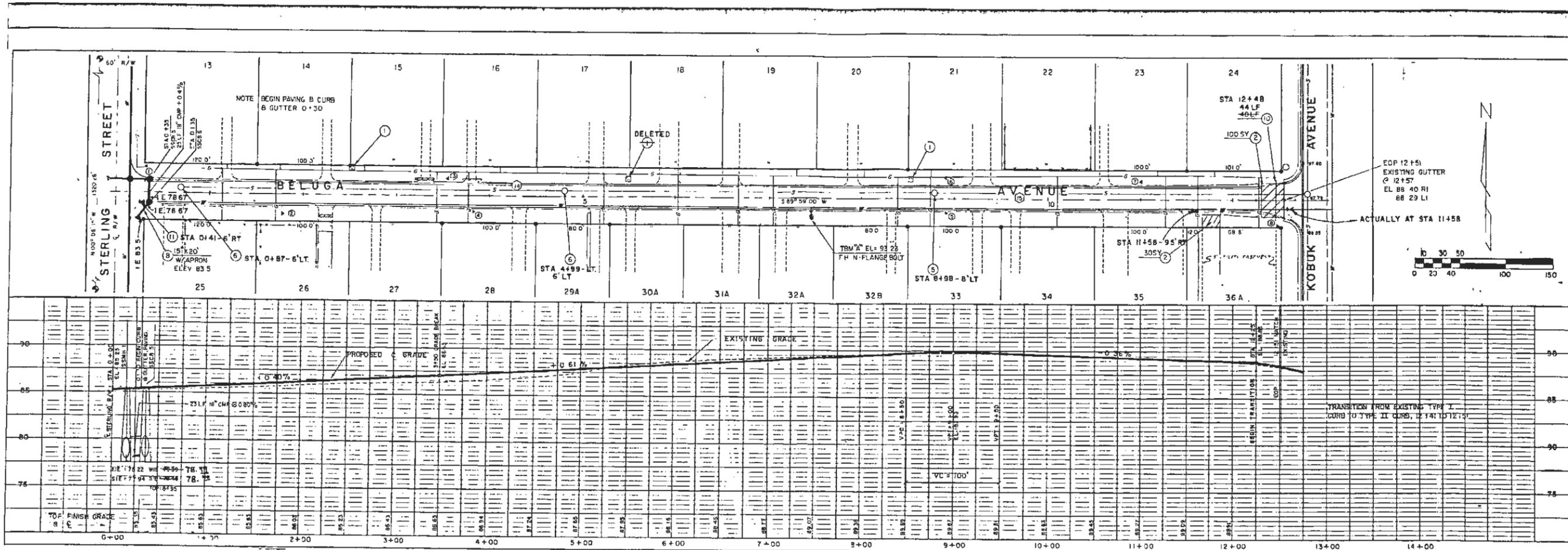
CITY OF SOLDOTNA  
 STERLING STREET  
 SANITARY SEWER  
 L.C.D. NO 10270 (FUND 35)  
 DATE JUNE 1966 SCALE HORIZ. 1"=30'  
 DESIGNED BY ROYSTER VERT. 1"=5'











REVISIONS

CITY OF SODOTNA PROJECT 68-1  
STREET IMPROVEMENTS

PLAN & PROFILE BELUGA & RIVERVIEW

CONSULTING ENGINEER

**Mike Tauriainen, P.E.**

DATE FEB 88  
DRAWN HS, RH  
CHECKED DEJ  
SCALE 1" = 50' - 0"  
PROJ NO 87113

SHEET

4 OF 5

RECORD DRAWING  
11-7-88

STORM DRAIN SHEET 117

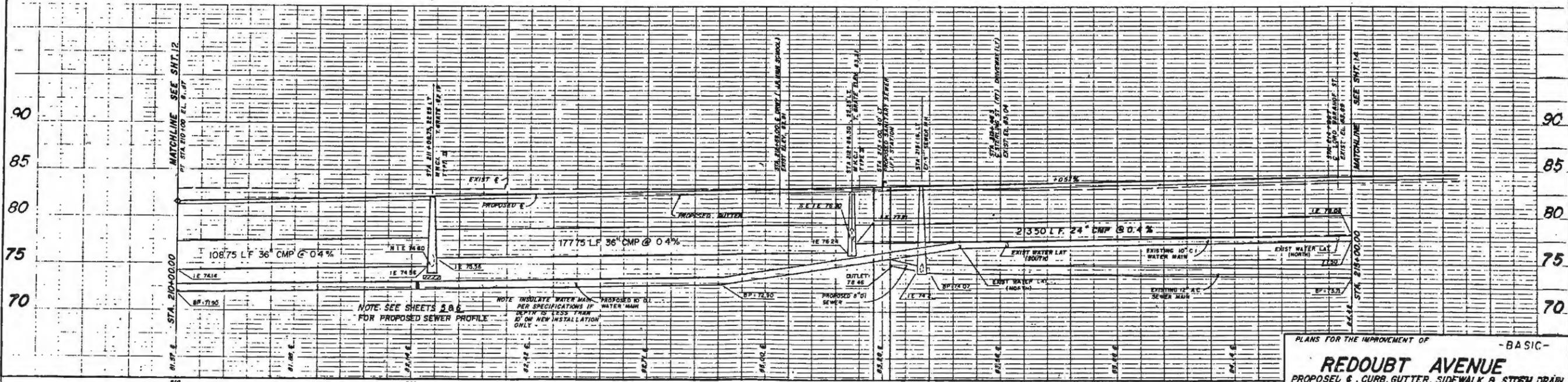
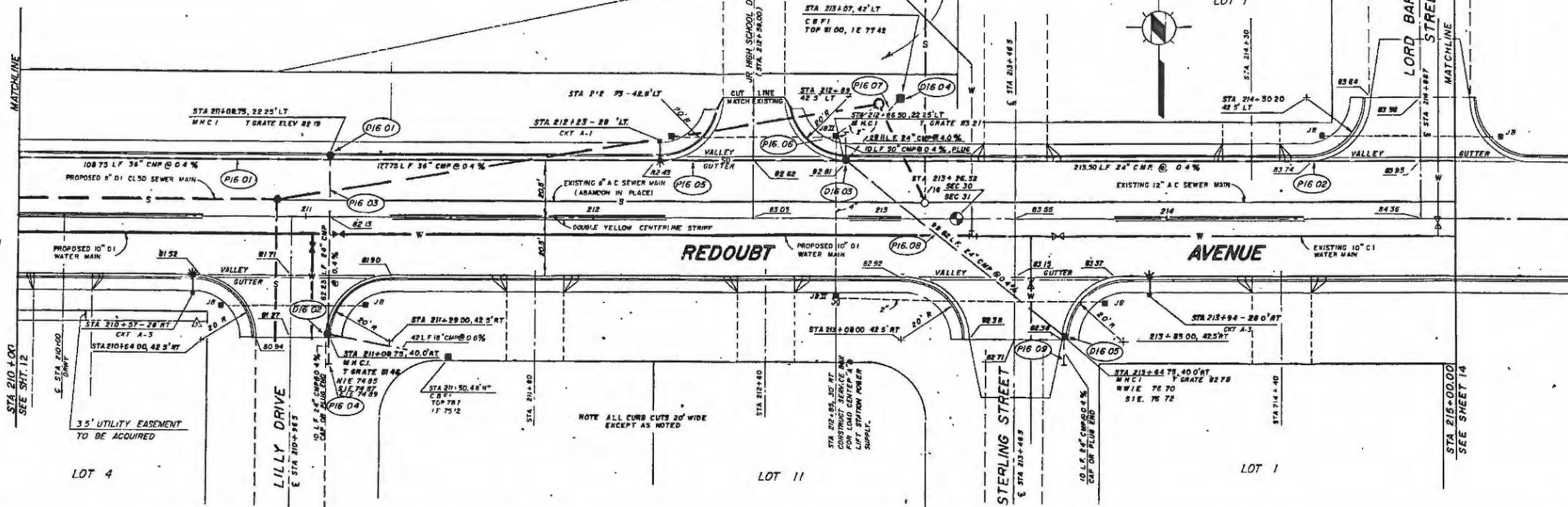
NOTE: THE CONTRACTOR WILL BE RESPONSIBLE FOR OBTAINING FIELD LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCING ANY CONSTRUCTION.

CONSTRUCTION EASEMENT TO BE ACQUIRED AREA = 5900 sq ft

PROPOSED FILL AREA

BLOCK 6 LOT 1

LOT 17



NOTE SEE SHEETS 2 & 6 FOR PROPOSED SEWER PROFILE

NOTE INSULATE WATER MAIN PER SPECIFICATIONS IF DEPTH IS LESS THAN 60\"/>

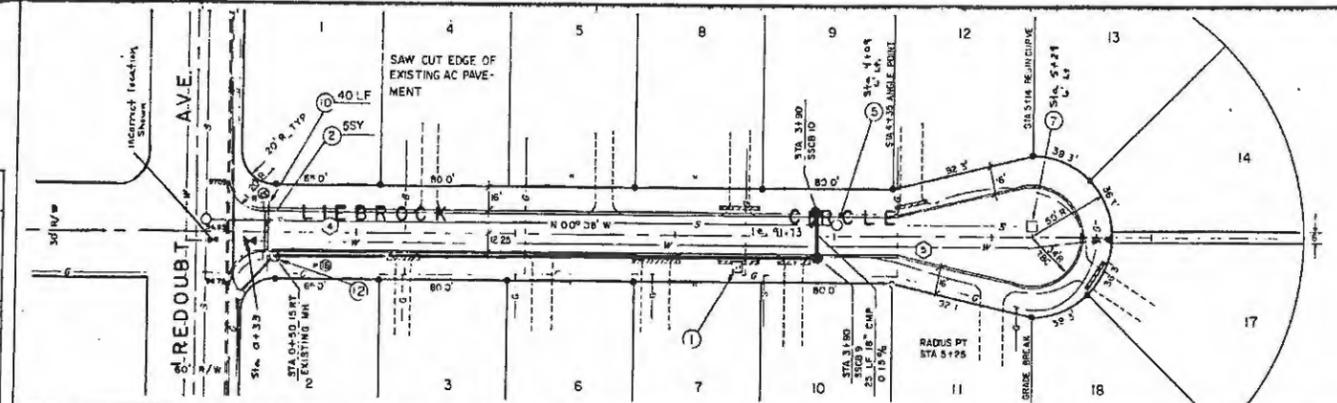
PLANS FOR THE IMPROVEMENT OF - BASIC -  
**REDOUBT AVENUE**  
 PROPOSED CURB, GUTTER, SIDEWALK & STORM DRAIN  
 STA. 210+00 TO STA. 215+00

**TED FORSI & ASSOCIATES, INC.**  
 ENGINEERING PLANNING - SURVEYING  
 124 EAST SEVENTH AVENUE PO BOX 2470  
 ANCHORAGE, ALASKA 99501 SLD DOTNA, ALASKA 99508

DATE: FEB 1983 HOR SCALE: 1"=20' VERT SCALE: 1"=5'  
 DRAWN BY: J.C. CHECKED BY: T.F. JOB NO: 8307 SHEET 13 OF 30

DESIGN	FIELD BOOKS	TBM NO	LOCATION	ELEV.	DATA	REVISIONS	DATE	DESCRIPTION	BY	REVISIONS	DATE	DESCRIPTION	BY
CONSTRUCTION	RECORD		VERTICAL DATUM		PLAN CHECK								





CONTROL TBM'S  
 FLANGE FH @ REDOUBT/HENRIK EL=99.30  
 FLANGE FH @ REDOUBT/PARKWOOD EL=98.71

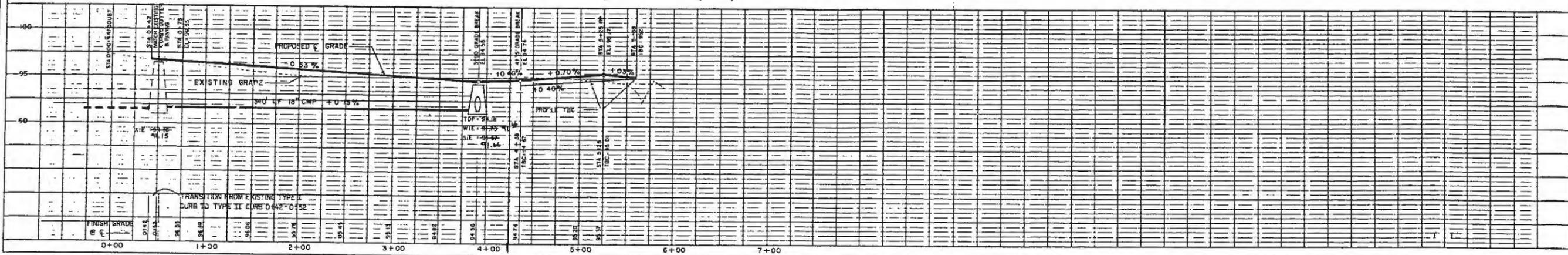
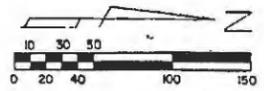
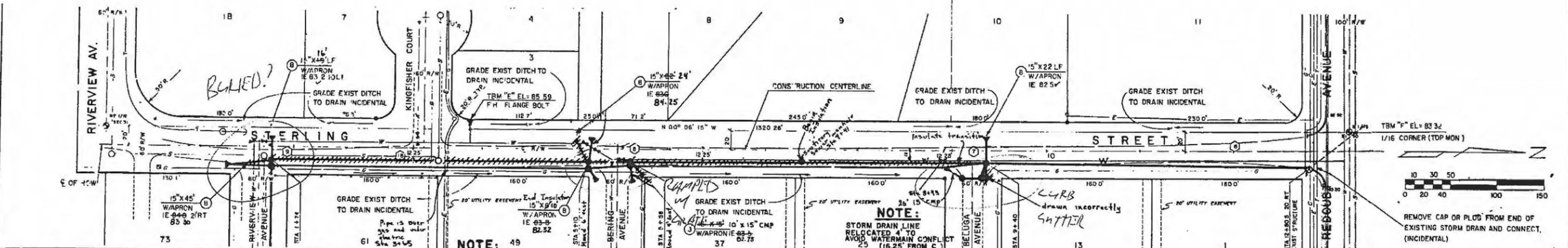


PLATE 2-DOUBLE PLAN AND PROFILE FULL LINE  
 PRINTED IN U.S.A.



**NOTE:**  
 STORM DRAIN LINE  
 RELOCATED 4' TO  
 AVOID WATERMAIN CONFLICT  
 (16.25' FROM C)

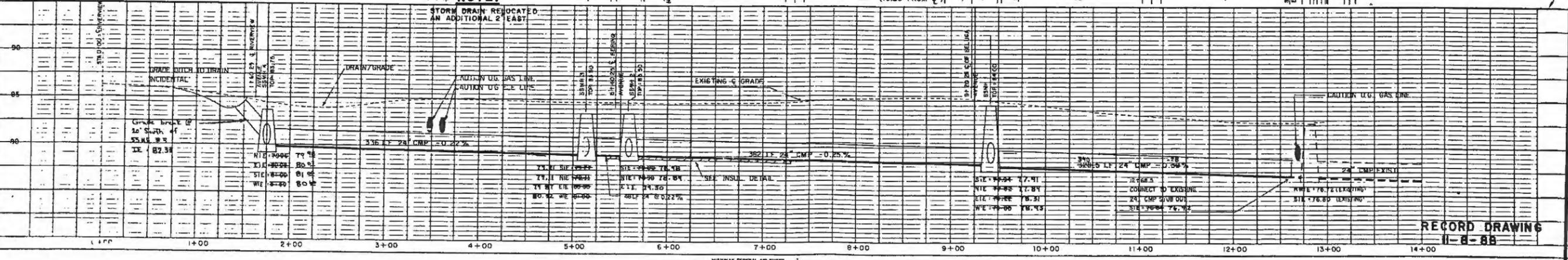
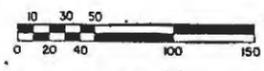


PLATE 2-DOUBLE PLAN AND PROFILE FULL LINE  
 PRINTED IN U.S.A.

CITY OF SOLDOTNA PROJECT 38-1  
 STREET IMPROVEMENTS

PLAN & PROFILE - LIEBROCK &  
 STERLING

CONSULTING ENGINEER  
**Mike Tauriainen, P.E.**

DATE FEB 88  
 DRAWN: HRS, RH  
 CHECKED: DEJ  
 SCALE: 1" = 50'-0"  
 PROJ NO 8713

SHEET 1

5 OF 5

RECORD DRAWING  
 11-8-88

# PART V

## MAPS/DRAWINGS/PICTURES

- Photos

