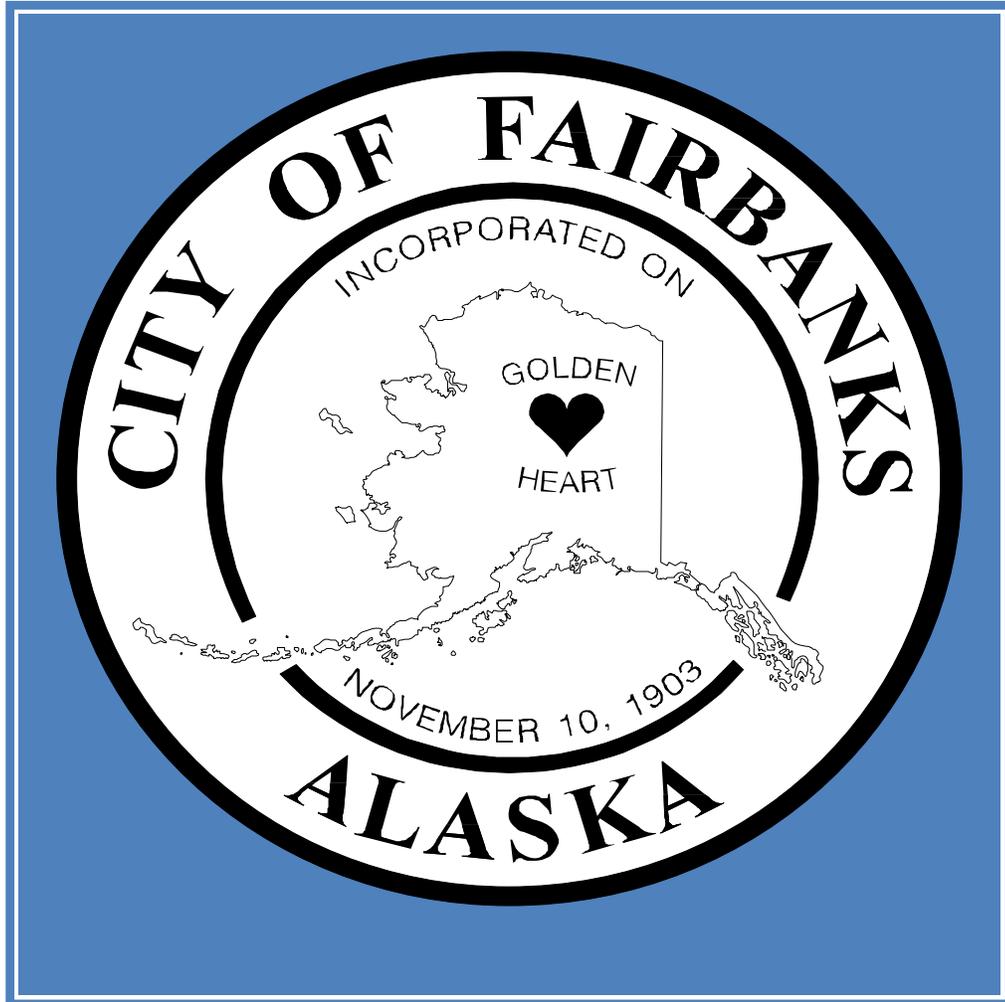


CITY OF FAIRBANKS

Request for Design-Build Proposals

Project No.: RFP-23-02

**FAIRBANKS CITY HALL ROOF REPLACEMENT-
SECTION "A"**



JUNE 2023
City of Fairbanks
800 Cushman Street
Fairbanks, Alaska 99701



CITY OF
FAIRBANKS

REQUEST FOR PROPOSAL
COVER SHEET

PROPOSAL DEADLINE

Date: June 27th, 2023
Time: 2:00 PM

ADVERTISE DATE: June 4, 5, 2023

PROJECT NO: RFP-23-02
FAIRBANKS CITY HALL ROOF
REPLACEMENT-SECTION "A"

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

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

PROJECT MANAGER

William Irving
City of Fairbanks Engineering Dept.
800 Cushman St., Fairbanks, AK 99701
Office: (907) 459-6838
Cell: (907) 388-6130
Email: wirving@fairbanks.us

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

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

BY: _____ TITLE: _____
(signature)

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

SECTION 0

REQUEST FOR DESIGN-BUILD PROPOSALS

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

FAIRBANKS CITY HALL ROOF REPLACEMENT-SECTION "A"

Project No. RFP-23-02

The design-build contract will be for all services required for the following:

BASE BID: For the design and replacement of the existing roof of section "A" with a warrantied roof. This will include any structural repair necessary as well as any roof drainage repairs needed for drainage systems and mechanical and structural components.

ALTERNATE 1: The design and installation of heat trace equipment and controls for the roof drains in section "A" of the roof.

ALTERNATE 2: Design and installation of safety equipment for City employees to use for work on section "A" of the City Hall roof.

ALTERNATE 3: Design and installation of "high traffic protective mats" along commonly traveled areas on the roof.

Davis Bacon Act and other federal labor standard requirements apply.

Selection Process: **This RFP is a single step process to select the best cost/highest scoring technical proposal.**

RFP Documents: Interested firms may obtain RFP documents online at

The Associated General Contractors <http://www.agcak.org>,

The Plans Room LLC <http://www.theplansroom.com> and

The City of Fairbanks <https://www.fairbanksalaska.us/rfps> .

City Hall Roof as-builts available upon request. Contact Project Manager:

William Irving

wirving@fairbanks.us

907-388-6130

It is your **Mandatory** responsibility to register as an RFP Holder by contacting William Irving, Project Manager at (907) 388-6130 or at wirving@fairbanks.us. Only RFP registered holders will be allowed to propose, or will receive addenda to the RFP, if any. A **Mandatory** pre-bid tour will be held on June 13, 2023, at 10:00 AM at the project site, City Hall, 800 Cushman St. Fairbanks, AK 99701.

Submittal Deadline: Proposals will be received until 2:00 PM (local time) on June 27, 2023, at the City Clerk's Office, 800 Cushman St., Fairbanks AK.

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

Publish: Fairbanks Daily News-Miner June 4th & 5th 2023.

SECTION 1

THE CITY OF FAIRBANKS REQUEST FOR DESIGN-BUILD PROPOSALS

PROJECT: FAIRBANKS CITY HALL ROOF REPLACEMENT – SECTION “A”. INVITATION NUMBER: RFP-23-02

SECTION 1

1.1 INVITATION TO SUBMIT PROPOSALS.

The City of Fairbanks, 800 Cushman Street, Fairbanks, Alaska 99701, hereby requests proposals from qualified firms to design and construct a new 20-year manufacturer warrantied roof, for section “A” of Fairbanks City Hall in Fairbanks, Alaska.

The project includes 100% turn-key construction of section “A” of the Fairbanks City Hall roof. City of Fairbanks building permits are required for all phases of construction. Current Codes and standards to be used are the most current adopted by the City of Fairbanks Building Department.

Contractor shall independently verify all field conditions, including but not limited to structural roof requirements, and roof drainage system, providing for each as necessary to complete the turn-key product.

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

The City reserves the right (a) to terminate this selection process at any time, (b) to reject any or all proposals, and (c) to waive formalities and minor irregularities in the proposals received. All proposals submitted shall be considered the property of the City.

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

1.2 PROJECT OVERVIEW:

Guidance and Architecture: The Owner desires that construction be architecturally designed to serve the needs of Fairbanks City Hall, 800 Cushman St. Fairbanks, AK 99701.

The design-build contract will be for all services required for the following:

BASE BID: For the rebuilding of the existing roof section “A” and any associated structural, mechanical, and roof drainage requirements. The final product must be a 20-year manufacturer warrantied roof.

ALTERNATE 1: Design and install heat trace hardware, wiring, and associated controls to the roof drains in Section “A” of the roof.

ALTERNATE 2: Design and install fall protection static lines or other systems that address safety concerns for City laborers working along the East side of section “A” of the building roof and approaches to said area. The fall protection must be accessible and usable year-round.

ALTERNATE 3: Design and install “high-traffic” walkway mats or other reinforcement for specified pathways approaching and on section “A” of the Fairbanks City Hall roof. See attached drawing.

Davis Bacon Act and other federal labor standard requirements apply.

Roofing, hardware, equipment, and accessories must reflect above-average durability, be easily maintained (including parts and service), match existing, and be designed for replacement at the end of useful life without undue difficulty.

1.3 INSTRUCTIONS TO PROPOSERS

1.3.1 INTENT

It is the intent of this contract to secure design-build systems for the Fairbanks City Hall Roof as specified in the following Sections. Information is provided in the form of narratives and is intended to set a standard of quality for meeting the construction criteria for the facility and to establish the general scope of work and required performance for the installation of all building components. Furthermore, delivery of turn-key additions may require products not specified in this Request for Proposal, but to which the Owner shall be nevertheless entitled. If a system or component is not specified but is necessary to the construction and usual function of the Fairbanks City Hall roof, that system or component is implied and therefore required. Finally, except as noted in this section, the RFP narrative is not intended to limit the originality of the Design-Builder, and variations will be considered, are encouraged, and should be discussed with the proposal package submittals.

1.4 SCOPE OF WORK:

a. Identification of the Project Site

The Project Site is located at Fairbanks City Hall, 800 Cushman St. Fairbanks, AK 99701.

b. Demolition: Perform demolition as needed for rebuilding the roof and associated systems.

1: Hazardous Materials Survey:

The City performed a Hazardous Building Materials Survey in 1999 for the “Fairbanks City Hall Roof and Windows Replacement Project” and stated in note 2 of page HZ1: “All samples collected from the roof and under the roof in the attic were found not to contain asbestos, roofing samples were laboratory analyzed by individual layer and confirmed by second laboratory.”. It is the obligation of the successful proposer to perform their own survey and be knowledgeable of associated OSHA, EPA, ADEC, HUD and local landfill regulations in matter of the required demolition. Within these regulations, Proposers shall independently determine the cost / benefit of means and methods, employing techniques in full compliance with Federal, State and Local laws and regulations, without limitation. Furnish the Owner all documentation, approvals, and chain-of custody reports. The contract will pay for the quantity of Hazardous Material at a negotiated unit price.

1.5 SITE WORK

Site Work: Tear off and disposal.

1.6 LANDSCAPING

Landscaping concerns shall be coordinated with the City of Fairbanks Public Works department.

1.7 SUPERSTRUCTURE

- a. Provide superstructure using the best material per design to meet current codes and requirements.
- b. Capacity: The construction will provide loadbearing substructure members as required by code and designed to distribute dead loads, live loads, and environmental loads so that bearing capacity of soil is not exceeded.
- c. Operation and Maintenance: The construction will provide substructure elements that will endure the lifetime of the building without replacement and with minimal maintenance.

1.8 ROOFING

Basic Function:

- a. The construction will provide a weather-proof enclosure over the entire "top-side" of section “A” of the building that also excludes unwelcome people, animals, and insects without requiring specific action by occupants, while shedding water and preventing uncontrolled water infiltration, withstanding anticipated loading conditions, and providing required secure access.

- b. The construction will provide all fixtures needed on the roof to accommodate existing utilities.
- c. Roofing comprises the following elements, as may be required by the Design Solution:
 - 1. Roof Coverings: Weather barriers, vapor retarders, insulation, wearing surfaces, water collectors and conductors.
 - 2. Roof Openings: Ventilation openings only.
 - 3. Roof Fixtures: All elements attached to the roof unless equipment or services.
 - 4. Run-Off: The construction will direct water run-off via collectors and conductors (gutters, downspouts).
 - 5. Roof Slope: Design to accommodate connection to existing flat roof.
- d. Substantiation: Post-Construction: Roof inspection conducted in the first spring after completion of roofing, after chance of snow has passed.
- e. Roof Covering: Match existing roof covering.
- f. Water Penetration: Per IBC.

1.9 PROPOSAL REQUIREMENTS.

Proposals submitted by interested firms must include the following elements:

Part A - Qualifications and Technical Proposal, as required below.

Provide a brief description of your firm's capabilities, history and experience with remodel / addition work very similar to this project. Please describe. Complete Proposals shall be submitted in five (5) copies and shall further contain:

- 1.9.1. Proposed structure to manage the project, including identification of individuals to fill key roles. Briefly identify:
 - a. Firm, including years in business under the same name.
 - b. Superintendent / Project Manager (one person may fill both roles)
 - c. Alaska Business License
 - d. City of Fairbanks Business License
 - e. Subcontracted Specialty Trades
- 1.9.2. Submit a project schedule based upon the number of calendar days required to perform the work following Notice to Proceed under the Agreement.
 - a. Owner Meetings and consultation
 - b. Final Construction Documents and Building Permits, as required by the City of Fairbanks Building Official. A Building Permit shall be applied for by the selected Firm, bearing cost for same.

- c. Materials Delivered and Commencement of the Work
- d. Substantial Completion of the Work (suitable for occupancy and use)

1.9.3 Submit Technical Proposal cover letter including brief design / construction narrative.

1.9.4 Submit the following Technical Data:

- a. Drawings: Include in your proposal a sketch that depicts the Proposer’s response to the Owner’s requirements. Drawing can be in a basic form, but sufficient to clarify the Proposer’s solution.
- b. Equipment List and Cut Sheets: Provide a list of all proposed equipment including manufacturer, capacity, features, and cut sheets.
- c. Warranties: 20-year Manufacturer’s and Vendor warranties that will be provided with this work, two years for labor, with equipment warranties as specified by manufacturer.
- d. **EXCLUDED WORK:** None

Part B - Contract Price Submittal shall be submitted concurrently on the Proposal Price Form, included in **Section 5**, in a separate sealed envelope. State on the Proposal Price Form the Proposer’s lump sum fee, on a turnkey basis, such that nothing remains to be purchased or performed by the Owner, not to include payment for the quantity of Hazardous Material at a negotiated price.

1.10 CRITERIA FOR EVALUATION OF PROPOSALS.
See Section 6, Design/Build Proposal Evaluation Criteria.

1.11 PROPOSAL DUE DATE.
Proposals shall be due at the City Clerk Office at 800 Cushman Street, Fairbanks, Alaska, 99701-4615 by June 27, 2023, at 2:00 PM. Proposals shall be considered proprietary and confidential information, until completion of the Design/Builder Selection Procedure. Upon completion of the Selection Procedure, the written proposals submitted by all interested firms shall be considered the property of the City.

1.12 SELECTION PROCEDURE.
The selection of a Firm for the proposed project shall be based upon the following:

Qualifications, Technical Proposal and Fixed Price Proposal.

THE CITY’s selection will evaluate each **responsive** proposal submitted and select the best cost/highest scoring proposal.

Contract Award. A binding contract between the successful Proposer and the City is subject to approval by the City Council. Prompt approval is anticipated.

1.13 REJECTION OF PROPOSALS.

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

1.14 PROPOSAL DOCUMENT LIST

The following documents included in this Request for Proposal:

- | | |
|--------------------|---|
| SECTION 00. | Cover Sheet. |
| SECTION 0. | Announcement. |
| SECTION 1. | This Request for Proposals (RFP) dated June 27, 2023 |
| SECTION 2. | Agreement between Owner and Design/Builder |
| SECTION 3. | General Conditions |
| SECTION 4. | Bonds, Insurance & Certifications. |
| SECTION 5. | Fixed Price Proposal Form |
| SECTION 6. | Evaluation Criteria. |
| SECTION 7. | Reserved. |
| SECTION 8. | Owner Provided Sketches, Equipment Documentation & As-builts. |

PROJECT SCHEDULE

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

No.	Activity	Deadline
------------	-----------------	-----------------

No.	Activity	Deadline
Request for Design-Build Proposals		
1.	RFP Issued	JUNE 6 th , 2023
2.	Mandatory Pre-Bid Facility Tour 10:00 AM	JUNE 13, 2023
3.	Deadline for Proposer’s Requests for Information (RFI’s).	JUNE 20, 2023
4.	Last Addendum published.	JUNE 23, 2023
5.	Deadline for receipt of technical and cost proposals: 2:00 PM	JUNE 27, 2023
6.	Selection Committee evaluates Fixed Price, Qualifications and Technical Proposals according to selection criteria in the RFP.	JUNE 27, 2023 JULY 4, 2023
7.	City issues Notice of Intent to Award Contract to the Proposer with the highest scoring proposal. All proposers will be notified.	JULY 5, 2023
8.	Fairbanks City Council Meeting Resolution Approval	JULY 10, 2023
9.	City Awards Contract issues Notice to Proceed and turns site over to contractor.	JULY 11, 2023
10.	PREFERRED Facility Installation Complete and Fully Functional	SEPTEMBER 30, 2024

Note: Proposer shall submit completion date, competitive element.

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

SECTION 2

Agreement Between Owner and Design-Builder - Lump Sum

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

This **AGREEMENT** is made as of the ____ day of _____ 2023, by and between the following parties, for services in connection with the Project identified below.

OWNER:

(Name and address)

CITY OF FAIRBANKS
800 Cushman Street
Fairbanks, Alaska 99701

DESIGN-BUILDER:

(Name and address)

PROJECT:

Project Name:	Fairbanks City Hall Roof Replacement-Section "A:"
Project Location:	800 Cushman St. Fairbanks, AK 99701.
Project Number:	RFP-23-02

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

Article 1

Scope of Work

1.1 Design-Builder shall perform all design and construction services, and provide all permitting, material, equipment, tools, and labor, necessary to complete both the Base Bid, Alternate 1, Alternate 2, and Alternate 3 work described in and reasonably inferable from the Contract Documents.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

- 1.** All written modifications, amendments and change orders to this Agreement issued in accordance with General Conditions of Contract between Owner and Design-Builder ("General Conditions of Contract").
- 2.** This Agreement, together with all exhibits and attachments, was executed by Owner and Design-Builder.
- 3.** The General Conditions of Contract.
- 4.** Bonds and certifications.
- 5.** Owner's Project Criteria; including the Owner's Request for Qualifications (RFQ) and the Owner's Request for Proposals (RFP) in their entireties.
- 6.** Design-Builder's Proposal and exhibits, submitted in response to Owner's Project Criteria and Request for Proposals (RFP); and any unsolicited concepts and changes to the Proposal accepted by the City in writing.
- 7.** Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract.
- 8.1** The Design-Builders Statement of Qualifications submitted in response to the Owner's Request for Qualifications (RFQ).

Article 3

Interpretation and Intent

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

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

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

Article 4

Ownership of Work Product

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

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

Article 5

Contract Time

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

5.2 Substantial Completion and Final Completion

5.2.1 Substantial Completion of the entire Work shall be achieved no later than T.B.D., 2024 ("Scheduled Substantial Completion Date"). Final Completion of the entire work shall be achieved no later than SEPTEMBER/30/2024.

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

1. Complete and submit for review Design Development Documents (35% Construction Documents).
2. Complete and submit for review 65% Construction Documents.
3. Complete and submit for review 100% Construction Documents

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

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

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

5.4 Liquidated Damages. Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by seven (7) days after the Scheduled Substantial Completion Date (the "LD Date"), Designer-Builder shall pay Owner Five Hundred and 00/100 Dollars (\$ 500.00) as liquidated damages for each day that Substantial Completion extends beyond the LD Date. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature incurred by Owner which are caused by any delay in achieving Substantial Completion.

Article 6

Contract Price

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

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

Article 7

Procedure for Payment

7.1 Progress Payments

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

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

7.2 Withholding Payments and Retainage on Progress Payments

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

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

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

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

retainage may be released at such time as the Owner finds that satisfactory progress is being made.

7.2.4 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

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

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

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

Article 8

Reserved

Article 9

Representatives of the Parties

9.1 Owner's Representatives

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

Robert H. Pristash, PE
City Engineer
CITY OF FAIRBANKS
800 Cushman Street
Fairbanks, Alaska 99701
907-590-3703

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

William Irving
Project Manager
CITY OF FAIRBANKS
800 Cushman Street
Fairbanks, Alaska 99701
907-388-6130

9.2 Design-Builder's Representatives

9.2.1 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract: (*Identify individual's name, title, address and telephone numbers*)

Name: _____

Title: _____

Address: _____

Phone: _____

Article 10

Bonds and Insurance

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

10.1.1 Coverages and Limits. The insurance shall provide the minimum coverages and limits set forth below. Owner does not warrant or represent that such coverages and limits are appropriate or adequate to protect the Design-Builder. Providing coverage in these stated minimum limits shall not be construed to relieve the Design-Builder from liability in excess of such limits. All deductibles must be disclosed and are subject to approval by the Owner. The cost of any claim payments falling within the deductible shall be the sole responsibility of the Design-Builder.

10.1.1.1 CGL. A policy of Commercial General Liability Insurance, written on an insurance industry standard occurrence form: (CG 00 01) or equivalent, including all the usual coverage known as:

- (i) Per project aggregate endorsement (CG2503)
- (ii) Premises/Operations Liability
- (iii) Products/Completed Operations – for a period of one year following Final Acceptance.
- (iv) Personal/Advertising Injury
- (v) Contractual Liability
- (vi) Independent Contractors Liability
- (vii) Stop Gap or Employers Contingent Liability
- (viii) Fire Damage Legal

10.1.1.2 Builders' Risk. The Design-Builder shall provide property insurance under an "All Risk Builder's Risk" form in an amount equal to the value of the structure. The structure shall have All Risk Builders Risk Insurance inclusive of earthquake and flood subject to customary industry deductibles.

10.1.1.3 Other Coverages. Other additional coverages that may be required will be listed in the General Conditions.

10.1.1.4 Limits. Such policy(ies) must provide the following minimum limits:

- (i) Bodily Injury and Property Damage:
 - (a) \$ 2,000,000 General Aggregate
 - (b) \$ 2,000,000 Products & Completed Operations Aggregate
 - (c) \$ 1,000,000 Personal & Advertising Injury
 - (d) \$ 1,000,000 Each Occurrence
 - (e) \$ 100,000 Fire Damage
- (ii) Stop Gap Employers Liability:
 - (a) \$ 1,000,000 Each Accident
 - (b) \$ 1,000,000 Disease - Policy Limit
 - (c) \$ 1,000,000 Disease - Each Employee
- (iii) Automobile. Commercial Automobile Liability: as specified by Insurance Services Office, form number CA 0001, Symbol 1 (any auto), with an MCS 90 endorsement and a CA 9948 endorsement attached if "pollutants" as defined in exclusion 11 of the commercial auto policy are to be transported. Such policy(ies) must provide coverage with a combined single limit of not less than \$1,000,000 for each accident.

10.1.1.5

- (i) The City of Fairbanks shall be named as an "Additional Insured" under all liability coverages listed above.
- (ii) Under the Builders' Risk Policy, subcontractors shall also be listed as "Additional Insured".
- (iii) All policies shall include a Waiver of Subrogation provision.
- (iv) Except for Workers' Compensation and Employer's Liability, all policies shall indicate that the Design-Builder's insurance shall be primary to the Owner's insurance and self-insurance.

10.1.1.6 Worker's Compensation. A policy of Worker's Compensation, as required by AS 23.30.045. As respects Workers' Compensation insurance in the State of Alaska, Design-Builder shall secure its liability for industrial injury to its employees in accordance with the provisions of AS 23.30.045. If Design-Builder is qualified as a self-insurer in accordance with AS 23.30.045, Design-Builder shall so certify by letter signed by a corporate officer indicating that it is a qualified self-insured and setting forth the limits of any policy of excess insurance covering its employees.

- (v) The Design-Builder shall be responsible for Workers' Compensation Insurance for any Subcontractor who provides services under this Contract, to include:
 - (a) Waiver of subrogation against the State and Employer's Liability Protection in the amount of \$500,000 per person/ \$500,000 per occurrence;
 - (b) If the Design-Builder directly utilizes labor outside of the State of Alaska in the prosecution of the Work, "Other States" endorsement shall be required as a Condition of the Contract.
 - (c) Whenever the work involves activity on or about navigable waters, the Workers' Compensation policy shall contain a United States Longshoreman's

and Harbor Worker's Act endorsement, and when appropriate, a Maritime Employer's Liability (Jones Act) endorsement with a minimum limit of \$1,000,000.

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

10.2.1 Performance and Payment Bond. The Design-Builder shall provide performance and payment bonds each in the amount of 100 percent of the contract price in the form provided in the RFP documents. These bonds shall serve as security for the faithful performance of the work and as security for the faithful payment and satisfaction of the persons furnishing materials and performing labor on the work. The bonds shall be issued by a corporation duly and legally licensed to transact surety business in the State of Alaska. Such bonds shall remain in force throughout the period required to complete the work, and thereafter for a period of 365 calendar days after Final Payment. The bonds must be executed by a duly licensed surety company, which is listed in the latest Circular 570 of the United States Treasury Department, as being acceptable as surety on federal bonds. No surety's liability on the bonds shall exceed the underwriting limitations for the respective surety specified in Circular 570. The scope of the bonds or the form thereof prescribed in these Contract Documents shall in no way affect or alter the liabilities of the Design-Builder to the Owner as set forth herein.

Article 11

Other Provisions

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

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

11.3 Equal Employment Opportunity.

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

Title IV of Federal Civil Rights Act of 1964;

Federal Executive Order 11625 (Equal Employment Opportunity);

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

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

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

11.3.2 The Design-Builder may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical disability, sex, or

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

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

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

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

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

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

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

11.6 Independent Contractor

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

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

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

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

11.8 Covenant Against Contingent Fees

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

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

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

11.9 Extent of Agreement

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

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

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

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

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

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

OWNER:

DESIGN-BUILDER:

CITY OF FAIRBANKS

(Name of Design-Builder)

(Signature)

(Signature)

David Pruhs

(Printed Name)

MAYOR
(Title)

(Title)

Date: _____

Date: _____

SECTION 3

**General Conditions of Contract
Between Owner and Design-Builder**

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

Table of Contents

Article 1: General.....	2
Article 2: Design-Builder’s Services and Responsibilities	2
Article 3: Owner’s Services and Responsibilities	4
Article 4: Hazardous Materials and Waste, and Differing Site Conditions	4
Article 5: Insurance and Bonds	4
Article 6: Payment.....	4
Article 7: Indemnification.....	6
Article 8: Time	6
Article 9: Changes to the Contract Price and Time.....	6
Article 10: Contract Adjustments and Disputes.....	7
Article 11: Stop Work & Terminate for Cause	7
Article 12: Miscellaneous	8

Article 1

General

1.1 Mutual Obligations

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

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services

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

2.2 Design Professional Services

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents.

2.3 Standard of Care for Design Professional Services

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

2.3.2 Performance Standard Requirements.

2.3.2.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession that possess the same or similar skills and experiences as the Design-Builder.

2.4 Design Development Services

2.4.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions.

2.4.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. Design-Builder shall proceed with construction in accordance with the approved Construction Documents.

2.5 Regulatory Requirements

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

2.6 Government Approvals and Permits

2.6.1 Design-Builder shall obtain and pay for all necessary building and occupancy permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project. This includes all City of Fairbanks plan review and permitting requirements.

2.7 Design-Builder's Construction Phase Services

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor under contract directly to Owner, Design-Builder shall provide through itself or Subcontractors the necessary quality control, supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

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

2.7.6 Design-Builder shall keep the Site free from debris, trash and construction wastes on a daily basis, and without interfering with the use of adjacent areas.

2.8 Design-Builder's Responsibility for Project Safety

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

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

2.9 Design-Builder's Warranty

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents, fit for their intended purpose, and free of defects in materials and workmanship.

- 1. Qualifications:** Design-Builder warrants to the Owner that it and its subcontractors, suppliers, materials men, and manufacturers have specialized knowledge and expertise of the Work described in the Contract Documents, including, but not limited to, design, installation, construction details, methods, procedures, and techniques necessary to provide the specified Work at specific locations in the Project in accordance with the Contract Documents.

2. **"Manufacturer's Standard Warranties and Guarantees":** "Manufacturer's Standard Warranties and Guarantees" shall mean "those warranties and guarantees normally furnished by a manufacturer, wholesaler, seller, or reseller to the consumer, without payment of additional charges, surcharges or premiums by the purchaser".

2.10 Correction of Defective Work

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

2.10.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence, and diligently and continuously prosecute correction of such nonconforming Work.

2.10.3 Protection of the Work

1. Design Builder is responsible for protecting the Work from all causes not arising from the Owner's negligence, through time of Substantial completion, promptly correcting any loss or damage to the Work without cost to the Owner.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate

3.1.1 Owner shall, throughout the performance of the Work, exercise due diligence to cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.2 Owner's Representative

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

Article 4

Existing (Site) Hazardous Materials and Waste and Differing Site Conditions

4.1 Existing (Site) Hazardous Materials and Waste

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Existing Hazardous Materials encountered at the Site. Design-Builder is responsible for any and all Hazardous Materials and Waste generated by himself or by any subcontractor to the Design-Builder, of any tier.

4.2 Differing Site Conditions

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an

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

4.2.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than ten (10) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements

5.1.1 As set forth in the Agreement

5.4 Bonds and Other Performance Security – See Section 4.

5.4.1 If Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.

Article 6

Payment

6.1 Schedule of Values and Cash Flow Projections

6.1.1 For any Work exceeding sixty days of scheduled performance, within ten (10) days of execution of the Agreement, Design-Builder shall submit for Owner's review and approval a schedule of values and cash flow projections for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

6.2 Monthly Progress Payments

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

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

6.2.3 The Application for Payment shall constitute Design-Builder's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and

clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.3 Design-Builder's Payment Obligations

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

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

6.5 Substantial Completion

6.5.1 Prior to requesting verification for certification of Substantial Completion for either the entire Work or part of it, Design-Builder shall list all known exceptions in the progress payment request, show either 100% completion for the portion of the Work claimed as "substantially complete", or list incomplete items, value of incompleteness.

6.5.2 Upon receipt of Design-Builder's request for Substantial Completion verification, the Owner will either proceed with verification or advise the Design-Builder of any prerequisites or punch-list items not fulfilled.

6.5.3 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to twice the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

6.6 Final Payment

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

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

1. an affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;
2. consent of Design-Builder's surety, if any, to final payment;
3. all operating manuals, warranties and other deliverables required by the Contract Documents.

6.6.3 Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion and (iii) the terms of any special warranties required by the Contract Documents.

Article 7

Indemnification

7.1 Design-Builder's General Indemnification

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

Article 8

Time

8.1 Obligation to Achieve the Contract Times

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

8.2 Delays to the Work

8.2.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, and such delay(s) can be shown to extend the time necessary to achieve Substantial Completion, the Contract Time(s) for performance shall be reasonably extended by Change Order. wars, floods, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God. In order to be entitled to an extension of Contract Time, the Design-Builder must demonstrate through analysis and other reliable evidence that the event complained of was not one for which the Design-builder was responsible.

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

Article 9

Changes to the Contract Price and Time

9.1 Change Orders

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

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

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

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

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

9.2 Work Change Directives

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

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

9.3 Minor Changes in the Work

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may, subject to the Owner's approval, make minor changes in the Work consistent with the intent of the Contract Documents.

9.4 Contract Price Adjustments

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

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

9.5 Emergencies

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

Article 10

Contract Adjustments and Disputes

10.1 Claims and Disputes

10.1.2 Claims and Disputes, if any, shall be handled in accordance with the City of Fairbanks Code of Ordinances, Section 54-293

10.2 Duty to Continue Performance

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

Article 11

Stop Work and Terminate for Cause

11.1 Owner's Right to Stop Work

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

11.1.2 Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of work by Owner or any government having jurisdiction, unless the cause of the suspension or stoppage of work is the failure of the Design-Builder, or a person for whom Design-Builder may be responsible.

11.2 Owner's Right to Perform and Terminate for Cause

11.2.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time or (vi) perform material obligations under the Contract Documents, then Owner shall be entitled to automatically terminate the contract after 7 days written notice, unless otherwise agreed, at discretion of the Owner.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession for the purpose of completing the Work. Design Builder shall be entitled to eligible payments to date of termination. If Cost and expense incurred by Owner in completing the Work exceeds the contract price, such excess shall be paid by Owner to Design-Builder.

Article 12

Miscellaneous

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

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

12.3 Governing Law: The Agreement and all Contract Documents shall be governed by the laws of the State of Alaska.

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

12.5 No Waiver: The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

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

END

SECTION 4

**PAYMENT AND PERFORMANCE BONDS
&
CONTRACT FORMS / CERTIFICATES**

INDEX

1. Bonds and Certificates, General

2. Bid Bond

3. Performance Bond

4. Payment Bond.....

5. Certificate of Compliance

6. Contractor’s Affidavit of Payment of Debts and Claims.....

7. Consent of Surety Company to Final Payment.....

8. Department of Labor Clearance for Final Payment.....

9. Certificate of Substantial Completion.....

10. Contract Release Form.....

BONDS AND CERTIFICATES, GENERAL

CONTRACT FORMS

- A. Bid Bond will be required
- (1) Ten percent of the amount of the bid if the bid does not exceed \$100,000.00; or
 - (2) Ten percent of the first \$100,000.00 and five percent of the amount of the bid over \$100,000.00 if the bid exceeds \$100,000.00 up to a maximum of \$200,000.00 in security.
 - (3) When the invitation for bid requires security, the purchasing agent shall reject a bid that does not substantially comply with the bid security requirement.
(Code 1960, § 13.210)
- B. Performance Bond will be required on this Project in the amount of one hundred percent (100%) of the Contract Price. A sample bond form is attached herein.
- C. Payment Bond will be required on this Project in the amount of one hundred percent (100%) of the Contract Price. A sample bond form is attached herein.
- D. Other required certificates are as provided in this section.

BID BOND

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

The condition of the above obligation is such that whereas the Principal has submitted to the
Owner a certain Proposal, attached hereto and hereby made a part hereof, to enter into a contract
in writing for the design and construction of the **FAIRBANKS CITY HALL ROOF
REPLACEMENT-SECTION "A"** in response to the Owner's Request for Proposals (RFP-23-
02), dated June 6th, 2023.

NOW, THEREFORE,

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

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

Signed this ___ day of _____, 2023

_____ (L.S.)

Principal

Surety

By: _____

SEAL

PERFORMANCE BOND

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the Owner, dated the _____ day of _____, 2023, a copy of which
is hereto attached and made a part hereof for the construction of the **FAIRBANKS CITY
HALL ROOF REPLACEMENT-SECTION "A"** in response to the Owner's Request for
Proposals (RFP-23-02), dated June 6th, 2023.

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

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

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

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of
which shall be deemed an original, this the _____ day of _____, 2023.

ATTEST:

(Principal) Secretary
(SEAL)

Principal
By _____ (4)

(Address)

Witness as to Principal

(Address)

Surety

ATTEST:

(Surety) Secretary

Attorney-in-Fact

(SEAL)

(Address)

Witness as to Surety

Address

- NOTE: Date of Bond must not be prior to date of Contract.
- (1) Correct name of Design-Build Contractor
 - (2) A Corporation, a Partnership, or an Individual, as case may be
 - (3) Correct name of Surety
 - (4) If Design-Builder is Partnership, all partners should execute bond.

PAYMENT BOND

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2023, a copy of which is hereto attached and made a part hereof for construction of the **FAIRBANKS CITY HALL ROOF REPLACEMENT-SECTION "A"** in response to the Owner's Request for Proposals (RFP-23-02), dated June 6th, 2023.

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

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

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

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2023.

ATTEST:

(Principal) Secretary
(SEAL)

Principal
By _____ (4)

(Address)

Witness as to Principal

(Address)

Surety

ATTEST:

(Surety) Secretary

Attorney-in-Fact

(SEAL)

(Address)

Witness as to Surety

Address

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

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

CERTIFICATE OF COMPLIANCE

No final payment shall be made for the **FAIRBANKS CITY HALL ROOF REPLACEMENT-SECTION "A"** in response to the Owner's Request for Proposals (RFP-23-02), dated June 6th, 2023, until the Contractor has filed with the Owner, prior to acceptance of the Work, a notarized Certificate of Compliance in the following form:

The Contractor does hereby certify that all work has been performed and materials supplied in accordance with the Drawings, Specifications and Contract Documents for the above work, and that:

No less than the prevailing rates of wages as ascertained by the governing body of the Contracting Agency has been paid to laborers, workmen and mechanics employed in the Work.

There have been no unauthorized substitutions of Subcontractors; nor have any subcontracts been entered into without prior notice having been submitted to the Owner prior to the start of such subcontracted work.

All claims for material and labor and other paid services performed in connection with these specifications have been paid.

All monies due to regulatory agencies of jurisdiction such as may be legally due have been paid.

IN WITNESS WHEREOF, the undersigned has signed and sealed this Certificate of Compliance this

_____ Day of _____ 2023.

Contracting Firm

By: (signature)

Title:

CORPORATE SEAL

ACKNOWLEDGMENT

State of Alaska)
)ss
_____ Judicial District)

Subscribed and sworn to before me this _____ day of _____ 2023.

NOTARY PUBLIC:
Commission Expires:

CONTRACTORS AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

Project Name: **FAIRBANKS CITY HALL ROOF REPLACEMENT-SECTION "A",
PROJECT No. RFP-23-02**

Contractor: _____

Contract Date _____

Date Issued: _____

Owner

City of Fairbanks

800 Cushman Street

Fairbanks, Alaska, 99701

WHEREAS, by the terms of the referenced contract entered in to for construction of the above mentioned Project, the undersigned, pursuant to the General Conditions of the Contract for the construction hereby certifies that, except as listed below, has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner the Owner's property may in any way be held responsible.

EXCEPTIONS (if any):

ACKNOWLEDGMENT

State of Alaska)
)ss
_____ Judicial District)

Subscribed and sworn to before me this _____ day of _____ 2023

NOTARY PUBLIC:
Commission Expires:

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

Project Name: **FAIRBANKS CITY HALL ROOF REPLACEMENT-SECTION "A",
PROJECT No. RFP-23-02**

Contractor: _____

Contract Date _____

Date Issued: _____

Owner

City of Fairbanks

800 Cushman Street

Fairbanks, Alaska 99701

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above:

(Surety Company)

On bond of

(Contractor)

hereby approves of the final payment to the Contractor and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to the City of Fairbanks, Owner, as set forth in said Surety Company's bond. Surety expressly agrees that any and all valid claims of sub-contractors and all persons supplying labor or materials to the project will be satisfied by Contractor or Surety in the timeliest manner practical.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this

_____ Day of _____ 2023.

Name of Surety Company

Attest: _____

Signature of Authorized Representative

Title

DEPARTMENT OF LABOR CLEARANCE FOR FINAL PAYMENT

To: State of Alaska Department of Labor
Wage & Hour Division
675 7th Avenue Station J-1
Fairbanks, Alaska 99701

FROM: _____

We respectfully request a Department of Labor, Wage & Hour clearance on the following construction project

Project Name: **FAIRBANKS CITY HALL ROOF REPLACEMENT-SECTION "A", Project No. RFP-23-02**

Contract Date _____

Date Issued: _____

Owner:

City of Fairbanks
800 Cushman Street
Fairbanks, Alaska 99701

- Clearance is granted
- Clearance is denied for the following reasons: _____

Attest: _____ Date: _____

(Signature of Authorized Department of Labor Representative)

Note to Contractor: This form must be completed and submitted with your Final Pay Request.

CERTIFICATE OF SUBSTANTIAL COMPLETION

**Project Name: FAIRBANKS CITY HALL ROOF REPLACEMENT-SECTION "A",
PROJECT NO.: RFP-23-02**

Contractor: _____ Contract Date _____
Date Issued: _____

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

PERFORMANCE OF THE WORK

The work performed under this contract has been reviewed and found to be substantially complete. The Date of Substantial Completion is hereby established as _____, 202__.

Definition of Date of Substantial Completion:

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

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

PROJECT MANAGER

By: _____
Title: _____ Date _____

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

CONTRACTOR: _____ Date _____
Title: _____

IN RELIANCE upon the certification of the Contractor and the Project Manager, the Owner hereby accepts the Project as Substantially Complete. In accordance with the

Contract Documents, the Owner hereby elects to assume occupancy at _____
a.m. / p.m. on _____ 202 .

OWNER: City of Fairbanks

By: _____ Date _____

Title

**FAIRBANKS CITYHALL ROOF REPLACEMENT-SECTION "A", PROJECT
CONTRACT RELEASE FORM**

PROJECT NUMBER: FB-23-02

CERTIFICATE OF RELEASE

FROM:

(Name of Contractor)

TO: CITY OF FAIRBANKS, ALASKA

RE: Contract entered into on the ____ day of _____, 2023

with _____
(Contractor) (Address)

_____ for the
construction of the **FAIRBANKS CITYHALL ROOF REPLACEMENT-SECTION
"A", PROJECT** located in the City of Fairbanks, Alaska.

KNOW ALL MEN BY THESE PRESENT:

- A. The undersigned hereby certifies there are no outstanding claims of laborers, materials men, subcontractors, or other arising out of the performance of this contract, which might be asserted against the CITY OF FAIRBANKS and the undersigned agrees that, in the event of the assertion of any such claims against the CITY OF FAIRBANKS, the undersigned will indemnify and save harmless the CITY OF FAIRBANKS from any such claims.
- B. That the undersigned hereby acknowledges receipt from the CITY OF FAIRBANKS of all sum's payable to the undersigned by the CITY OF FAIRBANKS under or pursuant to the above-mentioned contract with the following exceptions: (List all exceptions here. If none, state NONE.)
- C. The undersigned further certifies and acknowledges the CITY OF FAIRBANKS has duly performed and fulfilled all the terms, provisions, and conditions on the part of the CITY OF FAIRBANKS to be performed or fulfilled under or pursuant to said contract, with the exceptions as noted above.
- D. The undersigned certifies the wage rates paid under this contract are in conformity with the contract provisions established for wage rates.

- E. The undersigned certifies all Federal, State or Local taxes incurred by the Contractor, Subcontractors, or other persons or persons in the performance of this contract and monies owed the City of Fairbanks by the Contractor have been paid in full.
- F. That the undersigned, except as regards to items listed in Paragraph "B" in consideration of value received, receipt whereof is hereby acknowledged, does hereby release the CITY OF FAIRBANKS from all claims arising under or by virtue of said contract.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this ____ day of _____, 2023.

Signature

_____, being first duly sworn on oath, deposes
(name)
and says, that he/she is the _____ of the
(title)

(name of company)
second, that he has read the foregoing certificate by him / her subscribed as
_____ of the _____
(title) (name of company)

The matters and things stated herein are, to the best of his/her knowledge and belief, are true.

Subscribed and sworn to before me on this _____ day of _____, 2023.

Notary Public in and for the
State of Alaska

My Commission Expires: _____

SECTION 5
FIXED PRICE PROPOSAL FORM

Place: Fairbanks, Alaska

Date: _____, 2023

Project: Fairbanks City Hall Roof Replacement-Section "A" **BASE BID**
Fairbanks City Hall Roof Replacement-Section "A" **ALTERNATE 1**
Fairbanks City Hall Roof Replacement-Section "A" **ALTERNATE 2**
Fairbanks City Hall Roof Replacement-Section "A" **ALTERNATE 3**

Project No.: RFP-23-02

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

Gentlemen:

- A. The PROPOSER, in compliance with your Request for Design-Build Proposals (RFP) for the design and construction of the Project indicated above, having examined the RFP and the related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the design and construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all professional design services, labor, materials, and supplies and to design and construct the Project in accordance with the Contract Documents, within the time set forth therein, and for the price stated below.

- B. The PROPOSER hereby agrees to commence work under the Contract on a date to be specified in the written Notice of Award of the Owner and to fully complete the Project within the time stipulated in the Contract Documents. The PROPOSER further agrees to pay all applicable liquidated damages in the sums as set forth in the Contract Documents.

- C. The PROPOSER acknowledges receipt of the following addenda:
 - Addendum No. 1. dated _____
 - Addendum No. 2 dated _____
 - Addendum No. 3 dated _____

D. FIXED PRICE PROPOSAL AMOUNT:

**BASE BID - FAIRBANKS CITY HALL ROOF REPLACEMENT-SECTION "A",
ALL REQUIRED.**

_____ Dollars (\$ _____)
(In words) (In figures)

**ALTERNATE 1 - FAIRBANKS CITY HALL ROOF REPLACEMENT-SECTION "A",
ALL REQUIRED.**

_____ Dollars (\$ _____)
(In words) (In figures)

**ALTERNATE 2 - FAIRBANKS CITY HALL ROOF REPLACEMENT-SECTION "A",
ALL REQUIRED.**

_____ Dollars (\$ _____)
(In words) (In figures)

**ALTERNATE 3 - FAIRBANKS CITY HALL ROOF REPLACEMENT-SECTION "A",
ALL REQUIRED.**

_____ Dollars (\$ _____)
(In words) (In figures)

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

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

Within ten (10) days from date of written Notice of Intent to Award, the PROPOSER agrees to provide the required insurance, performance, and payment bonds, and execute the formal Agreement Between Owner and Design-Builder.

G. THIS PROJECT IS SUBJECT TO THE EQUAL EMPLOYMENT OPPORTUNITY (EEO) REQUIREMENTS OF EXECUTIVE ORDERS 11246 AND 11625. THE PROPOSER IS

being duly sworn, do depose and state that I (or the firm, association, or corporation of which I am a member), as a bidder on the contract to be awarded by the CITY OF FAIRBANKS for the construction of that certain construction project designated:

FAIRBANKS CITY HALL ROOF REPLACEMENT-SECTION "A", RFP-23-02

in the Fairbanks North Star Borough, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

Contractor

By: _____
(signature)

(date)

Title

(SEAL)

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2023.

(signature) Notary Public in and for the State of _____.

My commission expires: _____
(date)

SECTION 6

**DESIGN/BUILD PROPOSAL EVALUATION CRITERIA
 FAIRBANKS CITY HALL ROOF REPLACEMENT-SECTION "A", PROJECT NO.
 RFP-23-02**

FIRM: _____

REVIEWER: _____ DATE: _____

Evaluation Criteria - Points x Weight = Product

		Point	Weight	Product
1.	Business History and References: Consider length of time the proposer has been in business under the current name or prior names. Evaluate the number of prior projects performed by the proposer that are similar to the services under this RFP. Review business and project references.	0-5	5	
2	Qualifications & Experience: FIRM & STAFF, How well has the firm demonstrated that it has the qualifications and experience to complete the required services on time, within budget and with quality results?	0-5	15	
3	Qualifications & Experience: PROJECT MANAGER, Evaluate the qualifications and experience the Project Manager brings to the project, and the individual's ability to complete the project on time and in a professional manner.	0-5	15	
4	Objectives & Services: Determine how well the proposer understands the objectives and requirements of the project. Have design and construction considerations and alternatives been addressed? Have problems and opportunities been identified?	0-5	10	
5	Technical proposal to include cover letter with design / construction narrative.	0-5	10	
6	Technical data to include sketches and drawings with sufficient clarity depicting the Proposer's response to the Owner's requirements. Identify proposed equipment and materials to include manufacturer, features, cut sheets and warranty information as outlined in section 1.9.4 "Proposal Requirements".	0-5	20	
7	Quality of Design – Is the proposed design consistent with design requirements for function, maintenance and durability?	0-5	15	
8	Value of Design – Proposed solution is well supported by design data. Proposal reflects Best Value Engineering Ideas & innovation to achieve solution and life cycle benefits.	0-5	20	
9	Scheduling, Manhours and Task Breakdown: Review and evaluate the Proposer's project schedule with the logical flow of task breakdown., meetings, permits, inspections, submittals, milestones and Critical Path Management Plan.	0-5	20	
10	Quality of Proposal and Conformance to RFP: Assess the overall quality and effort evident in preparing and submitting the proposal, review and evaluate conformance to the RFP format requirements	0-5	5	

TOTAL: _____

SECTION 8

OWNER PROVIDED INFORMATION

8-1 FAIRBANKS CITY HALL ROOF REPLACEMENT-SECTION "A".

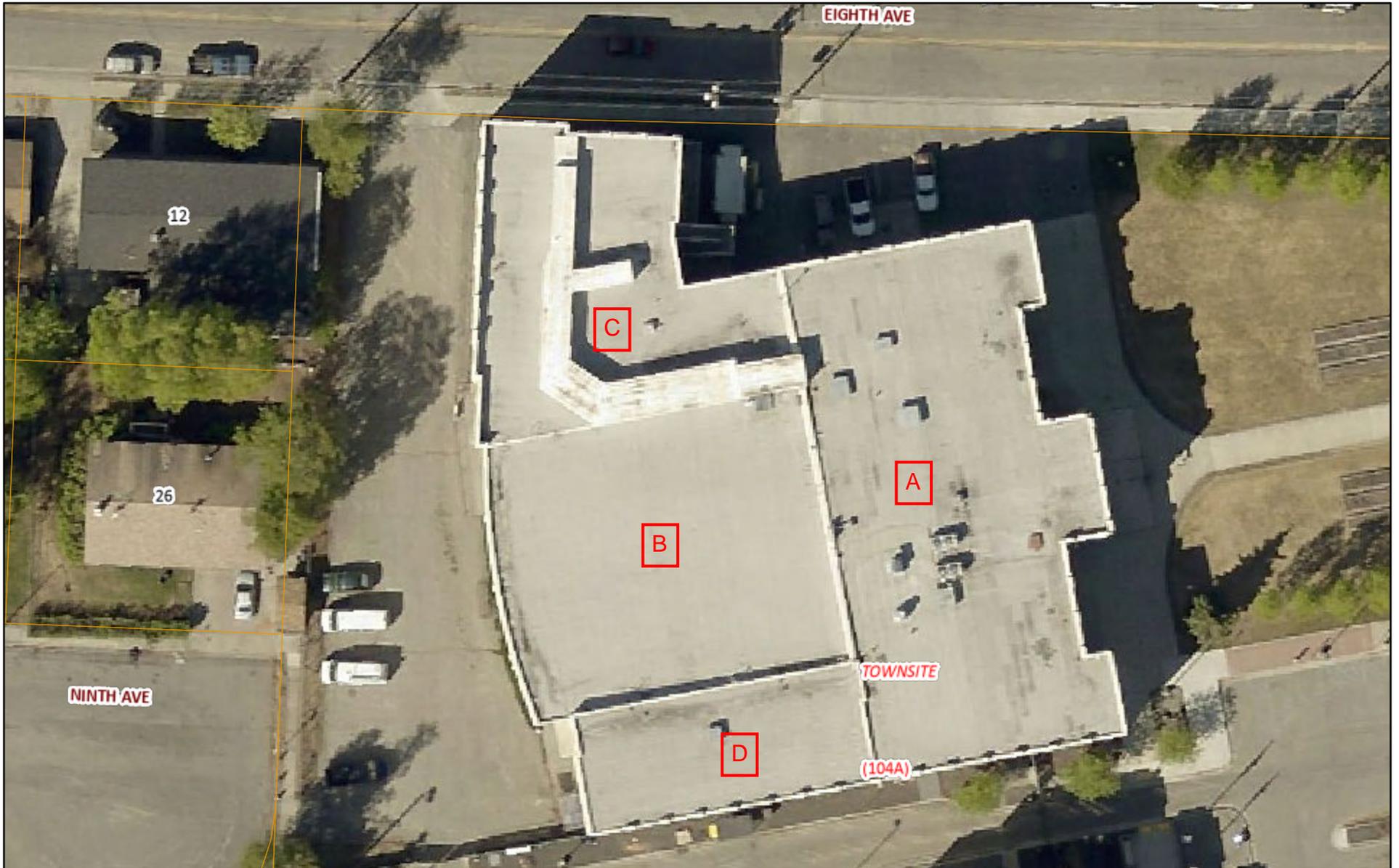
- A. PDF files of 1999 FAIRBANKS CITY HALL ROOF AND WINDOW REPLACEMENT (FB-99-11) are available upon request. Please contact the Project Manager for this project:

William Irving
wirving@fairbanks.us
907-388-6130

8-2 Fairbanks City Hall Roof Sections: Attached

8-3 Fairbanks City Hall Roof Traffic: Attached

FairbanksNorthStar GIS Map



4/26/2022, 9:32:01 AM

Imagery_2020_Pictometry_Fairbanks

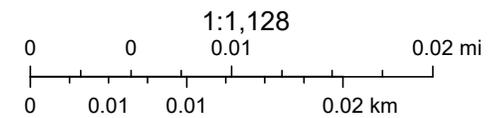
Road Labels Small

Parcel Labels

Red: Band_1

Green: Band_2

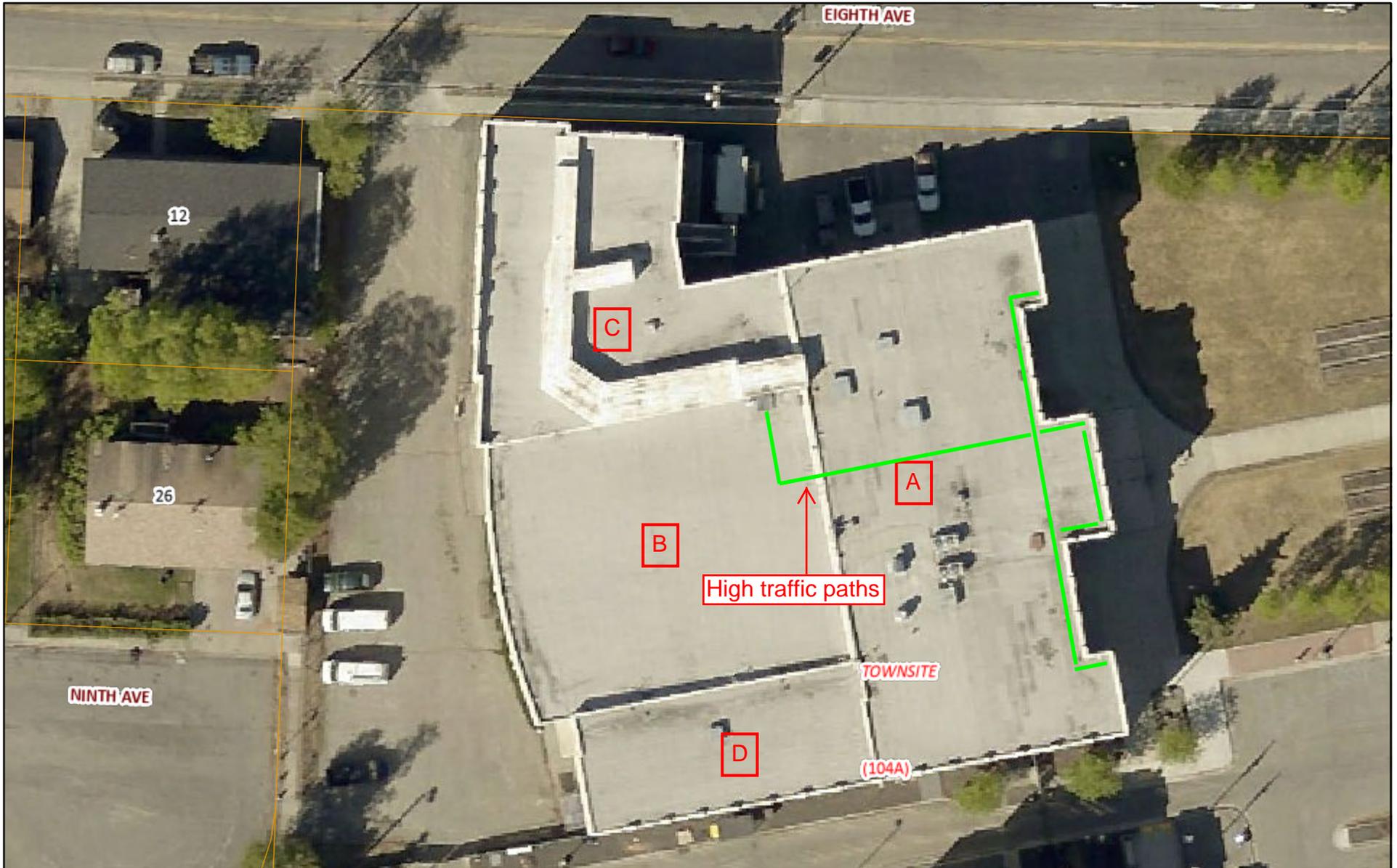
Blue: Band_3



GIS User

All information provided herein is for informational purposes only, and does not constitute legal documentation. The Fairbanks North Star Borough disclaims responsibility for any direct or indirect damages resulting from the use of this information.

FairbanksNorthStar GIS Map



4/26/2022, 9:32:01 AM

Imagery_2020_Pictometry_Fairbanks

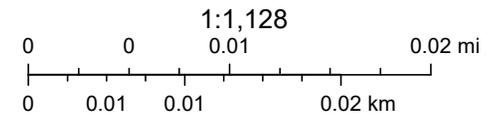
Road Labels Small

Red: Band_1

Parcel Labels

Green: Band_2

Blue: Band_3



GIS User

All information provided herein is for informational purposes only, and does not constitute legal documentation. The Fairbanks North Star Borough disclaims responsibility for any direct or indirect damages resulting from the use of this information.