



**Department of Environmental Conservation  
Village Safe Water Program**

**Request for Proposals (RFP)  
RFP # 20-VSW-TRC-001**

**Addendum Three**

**Design & Construction Management Services  
City of Trapper Creek, Alaska**

**Date of Issue: August 12, 2019**

The RFP Package is hereby clarified or changed as follows:

1. Submittal deadline has been changed to **August 21, 2019, 3:00 PM AKST.**
2. Remove and Replace
3. Questions and Answers
4. Attachments

The remove and replace, questions and answers and attachments begin on page two. This Addendum is hereby made part of the RFP and is a total of five pages (not including attachments).

All other terms and conditions for this RFP remain unchanged.

Issued by: Fred Parrish  
Procurement Specialist IV  
(907) 269-7674

## **2. Remove and Replace:**

1. Remove page seven from RFP 20-VSW-TRC-001 packet, replace with Attachment One.
2. Remove Appendix A, General Provisions, replace with Attachment Two.

## **3. Questions and Answers**

**Question 1:** Is the Offeror managing or doing construction?

**Answer 1:** This is a Construction Management project.

**Question 2:** Is design and construction included in this project?

**Answer 2:** Yes.

**Question 3:** Should the proposal submitted include construction?

**Answer 3:** Yes. The design approach shall include how to finish design and execute construction.

**Question 4:** Section 24, page 14. Bid Bond and Payment/Performance Bond required?

**Answer 4:** Yes. Bid, Payment and Performance Bonds are required.

**Question 5:** Please verify that there are no prevailing wage requirements for the construction labor.

**Answer 5:** Prevailing wages are required, reference Attachment Two.

**Question 6:** Who is funding this project?

**Answer 6:** This project is funded 75% by an Environmental Protection Agency Federal grant and 25% by the State.

**Question 7:** In the Scope, page three, reference completion date. How important is that date?

**Answer 7:** As soon as feasibly possible, weather permitting, with a required completion date of no later than March 31, 2020. Reference Attachment One, which eliminates the previous desired completion date.

**Question 8:** How much weight will be given to the proposal as far as the project completion date?

**Answer 8:** Reference RFP 20-VSW-TRC-001, Section 11, Proposal Evaluation Criteria, Design Approach and Schedule.

**Question 9:** Drawings that were included in the proposal were cutoff.

**Answer 9:** Reference Attachment Three.

**Question 10:** Can VSW provide a clear timeline and process for the Borough's schedule?

**Answer 10:** Borough Requirements & Steps (from letter dated 8/31/2018):

**Step 1 - Completed:** Submit an Application to Lease, Purchase, or Use Borough-Owned Land or Resources to the Land & Resource Management Division.

**Step 2 - Completed:** 30-day public notice will be initiated as required under MSB 23.05.025.

**Step 3 - Completed:** Submit design layout for the project

**Step 4 - Needs to be submitted by TCCC:** Determine suitability of parcel for proposed use through test holes, water tests, and/or other engineering studies.

**Step 5 - MSB anticipates submittal to Platting Officer prior to Aug 30. If accepted, plat should be finalized/recorded in October:** Borough will submit application to subdivide the land and will handle the platting process and associated costs.

**Step 6 - Needs to be confirmed and submitted by TCCC:** Verification of funding source for project development, construction, and perpetual management of the facility and grounds will be needed prior to going to the assembly.

**Step 7 - Dependent on completion of Step 6:** Legislation will be forwarded to the assembly for approval to convey the lot at Less Than Fair Market Value.

**Question 11:** Can the building be pre-fabricated?

**Answer 11:** Yes.

**Question 12:** Does this project require a concrete floor?

**Answer 12:** Yes, a concrete pad is required.

**Question 13:** Would the scope and schedule be negotiated?

**Answer 13:** Scope is set for proposals due. The schedule can be adjusted as necessary due to unforeseen delays post contract award.

**Question 14:** Is the cost proposal withheld from the PEC members?

**Answer 14:** Yes.

**Question 15:** Is this a two envelope procedure for submitting proposals?

**Answer 15:** Yes, the cost proposal shall be submitted in a separate sealed envelope.

**Question 16:** Will the Mat-Su Borough provide a right of entry for the test well?

**Answer 16:** Yes, TC Water Committee will request “Right of Entry” on behalf of the Contractor. Borough can provide within one day. The well driller to be provided by the Contractor and date to be coordinated by Contractor.

**Question 17:** In conveyance between Borough and Trapper Creek, is it property rights or the watering point facility?

**Answer 17:** Property rights. TCCSA will own the property and facility free and clear.

**Question 18:** Will the property survey be completed by the Borough or Offeror?

**Answer 18:** Borough.

**Question 19:** Will topographic survey of property be required?

**Answer 19:** No, the land is flat.

**Question 20:** Do you have any concerns with drainage around the site or on the site?

**Answer 20:** No concerns. There are no drainage issues in the proposed area.

**Question 21:** Floor plans shown on Figure 6 by CRW indicate the well will be located inside the building?

**Answer 21:** The well shall be located outside of the building for ease of service access.

**Question 22:** Will the offeror stake and have the committee confirm location?

**Answer 22:** Yes. The project shall be staked for specific location in coordination with TC water committee. The Offeror shall provide as “As-Built.”

**Question 23:** Will the Offeror provide survey for record drawing?

**Answer 23:** Record drawings shall be required showing the completed facility details and final site layout.

**Question 24:** The RFP states the community would like to allow credit cards, which presumes the need to connect facility. How would the community like to accomplish this?

**Answer 24:** Credit card use shall be required and the Offeror shall present their proposal as to how to provide this.

**Question 25:** Power to the facility? Is the responsibility of the Offeror to provide power from the local electric utility or extension from existing building?

**Answer 25:** Offeror shall tie into existing utility available adjacent to the site.

**Question 26:** Would someone in the community be available for a site visit?

**Answer 26:** Yes. Paula Glenka is the community contact, her contact information is (530) 945-8901 and/or email trappercreek2010@gmail.com.

**Question 27:** Does the community itself have any construction equipment of their own?

**Answer 27:** No.

**Question 28:** Who will be the PEC committee for this project?

**Answer 28:** It will be a combination of two members from the community and two from VSW.

**Question 29:** Please verify the performance period with a completion date of November 22, 2019. With a contract award anticipated on September 2, 2019 there is little time for DEC review, MSB transfer of land and building permitting.

**Answer 29:** Reference Answer 7.

**Question 30:** Are there any requirements pertaining to the percentage of work/contract value to be completed by the prime contractor?

**Answer 30:** The prime contractor shall complete a minimum of 51% of work/contract value.

#### **4. Attachments**

1. RFP 20-VSW-TRC-001, Page Seven, one page;
2. Appendix A, General Provisions, 11 pages;
3. PER Figures 5 and 6, two pages.

Offerors must acknowledge receipt of this addendum prior to the submittal deadline.

The proposal documents require acknowledgment individually of all addenda to the drawings and/or specifications. This is a **mandatory requirement** and any proposal received without acknowledgment of receipt of addenda may be classified as not being a responsive proposal.

### **End of Addendum**

## **1.0 PURPOSE OF THE RFP**

On behalf of the City of Trapper Creek, Alaska, the Department of Environmental Conservation (DEC), Village Safe Water (VSW) Program is requesting proposals for Design & Construction Management Services.

The Procurement Officer for this RFP is:

Fred Parrish, Procurement Officer  
Department of Environmental Conservation  
Village Safe Water Program  
555 Cordova Street, 4th Floor  
Anchorage, Alaska 99501  
Telephone: 907-269-7674  
Email: [DECDAProcurement@alaska.gov](mailto:DECDAProcurement@alaska.gov)

## **2.0 BACKGROUND**

Trapper Creek is an unincorporated community that falls within the jurisdiction of the Matanuska-Susitna Borough (MSB). Trapper Creek lies between mile 104 and 131 of the George Parks Highway, and is the northernmost community in the MSB. There are no centralized water and sewer facilities in the community, and many residents use private wells. The community currently does not operate a public water system, but recognizes the need to provide a safe source of drinking water for use by residents (and visitors) year-round. A new well and watering point would be considered a community water system and would be required to adhere to the regulations as specified in 18 AAC 80.

## **3.0 SCOPE OF SERVICES**

The Contractor shall provide full design and construction management services for a well and watering point facility complete with access that meets State and Federal regulations. This includes surveying and completing all permitting and required documentation. A 65% and 95% level designs shall be required for review before approved for construction. Once constructed, record drawings and O&M manuals shall be submitted for a permit to operate from DEC.

The March 2018 Preliminary Engineering Report (PER) (Attachment One), authored by CRW Engineering Group, LLC describes the proposed recommended well and watering point improvement. The PER has been written in accordance with the United States Department of Agriculture-Rural Development for water and sewer facilities and evaluates project need, existing conditions, and reasonable alternatives.

The Superintendent shall work at the direction of the Construction Management/Design Contractor and the Construction Management/Design Contractor shall be responsible for reviewing and signing timesheets.

The estimated budget for the services identified in this RFP is between \$250,000.000 and \$300,000.00.

**APPENDIX A**

**GENERAL PROVISIONS**

**Article A1. Payments to Contractor.**

**A1.1:** No payment will be made for services performed or materials furnished prior to the contract being signed by both the community and the Contractor, or for services or materials not included within Appendix B. At least five percent of the total amount of the contract, including amendments, will be retained until all work stated in the contract including amendments is satisfactorily completed and approved by the Alaska Department of Environmental Conservation, Village Safe Water (VSW) Program.

**A1.2:** In all cases, the Contractor shall be liable for cost overruns (*i.e.*, where the total cost for materials and labor to complete the work as detailed in Appendix B exceeds the total compensation amount stated in Appendix C or as provided for in a written amendment to this contract). It is the Contractor's responsibility to budget appropriately to allow for completion of all work within the total agreed upon compensation amount. If, due to unforeseen and unavoidable circumstances, the Contractor determines that costs for labor or materials shall exceed the total compensation amount, VSW may work with the Contractor to amend the contract as needed.

**A1.2.1:** Payment shall be on either a fixed fee basis or a time and materials basis, as described in Appendix C.

**A1.2.2:** For payment on a fixed fee basis: Payment shall be made in accordance with the payment schedule as outlined in Appendix C. Payment will be made only after services or materials are received by the community and approved by VSW.

**A1.2.3:** For payment on a time and materials basis: The Contractor shall prepare written invoices for all labor and materials furnished in furtherance of this contract. All invoices must be submitted to and approved by VSW. Payment shall be made in accordance with Appendix C and only after services or materials detailed on an invoice are received by the community and approved by VSW. In no case shall the sum of payments exceed the total compensation amount identified under Appendix C unless a written amendment to this contract has been agreed upon and signed by both the community and the Contractor. In the event that items on an invoice are disputed, payment on the disputed items only will be withheld until the dispute is resolved.

**A1.3:** Only items identified on the Contractor's fee estimate are eligible to be marked up once by the percentage specified. Billings submitted by the Contractor that include items that have been marked up more than once will be adjusted for the correct single mark up. This contract does not allow an item to be marked up once by the subcontractor, and then again by the primary Contractor, thus, no "double mark ups" are allowed.

**A1.4:** All services are subject to inspection and approval by VSW. If a service is found to be unacceptable (unacceptable is defined as not completed per the work order scope of services and not in accordance with Article 16. Professional Standards), the Contractor shall be required to make necessary modifications to correct the deficiencies at no additional cost to the community or VSW.

The Contractor shall not unreasonably withhold such corrections. Substantial failure of the Contractor to perform required corrections may cause VSW to terminate the work order. If the community or VSW suffers damages associated with the unacceptable service, the community or VSW may seek compensation for these damages.

**A1.5:** This contract does not allow an item to be marked up once by the subcontractor, and then again by the primary Contractor, thus, no “double mark ups” are allowed. Pursuant to requirements of the Federal Government’s OMB Circular A-87 regarding allowable costs, all direct costs related to travel by the Contractor and its subcontractors are subject to the State of Alaska per diem rates as described in AAM 60 (Travel) unless otherwise stated in the contract.

#### **Article A2. Indemnification.**

The Contractor shall indemnify, hold harmless, and defend the community from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the community for a claim of, or liability for, the independent negligence of the community. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the community, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. “Contractor” and “community”, as used within this and the following insurance articles of this contract, include the employees, agents and other Contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the community’s selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor’s work.

#### **Article A3. Insurance.**

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this contract the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, VSW shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to VSW prior to beginning work and must provide for a 30 day prior notice of cancellation, non-renewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS.21.

**A3.1 Workers' Compensation Insurance:** The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS.23.30.045, and where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. **The policy must waive subrogation against the State of Alaska.** The coverage shall include:

- Employer’s Liability Protection at \$500,000 each accident/each employee and \$500,000 policy limit

**A3.2 Commercial General Liability Insurance:** The Contractor shall provide and maintain coverage for all business premises and operations used by the Contractor in the performance of



services under this contract with minimum combined single limit coverage per the following schedule:

- \$1,000,000 each occurrence
- \$1,000,000 personal injury
- \$1,000,000 general aggregate
- \$1,000,000 products completed operations aggregate

**The State of Alaska shall be named as an additional insured.**

**A3.3 Commercial Automobile Liability Insurance:** The Contractor shall provide and maintain coverage for all vehicles used by the Contractor in the performance of services under this contract with minimum coverage limits of \$1,000,000 combined single limit per occurrence.

**A3.4 Professional Liability Insurance:** The Contractor shall provide and maintain coverage covering all errors, omissions or negligent acts in the performance of professional services under this contract. Limits required per the following schedule:

<u>Contract Amount</u>	<u>Minimum Required Limits</u>
Under \$100,000	\$300,000 per claim/annual aggregate
\$100,000-\$499,999	\$500,000 per claim/annual aggregate
\$500,000-\$999,999	\$1,000,000 per claim/annual aggregate
\$1,000,000 or over	Refer to Risk Management

**Article A4. Inspection and Reports.**

**A4.1:** VSW shall have the right to inspect, in such a manner and at all reasonable times deemed appropriate, all activities of the Contractor arising in the course of Contractor's performance of services under this contract.

**A4.2:** The Contractor shall report progress in writing on a monthly basis, or other mutually agreeable basis, in such a manner as VSW's designated representative may reasonably require.

**Article A5. Contract Compliance and Cure Notice.**

VSW reserves the right, without limitation, to monitor, audit, assess, or conduct oversight of the Contractor's performance of and compliance with the terms and conditions of this contract. Contract compliance and performance audits shall be conducted in accordance with VSW practices.

In the event the Contractor is not in compliance with the contract terms and conditions, either in part or in whole, VSW will provide written notice to the Contractor to cure all instances of non-compliance or deficiencies. The Contractor shall respond in writing or via email to the VSW that it has received the written notice of non-compliance or deficiency within 24 hours of the date of the notification by VSW. The Contractor shall cure, or to the VSW's satisfaction make substantial progress towards remedy of, all instances of non-compliance or deficiencies within 30 calendar days from the date of written notification of non-compliance or deficiencies by VSW.

If the Contractor fails to cure or make substantial progress towards remedy of, the instances of non-compliance or deficiencies within the time frame above, VSW may determine the Contractor to be in

breach and will pursue remedial action as described in Article A7 (Remedial Action).

#### **Article A6. Disputes.**

**A6.1:** Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Commissioner of the Alaska Department of Environmental Conservation, hereafter called the Commissioner, provided the resolution of such dispute be limited to the specified funds appropriated for the services to be performed under this contract. The Commissioner shall furnish a written decision to both the community and the Contractor. The decision of the Commissioner or the Commissioner's duly authorized representative shall be final, unless within 30 days from the date of the decision, the Contractor or VSW delivers a written appeal of the decision to the Commissioner. Upon receipt of an appeal, the parties involved may agree to have the dispute settled by arbitration.

**A6.2:** If the Contractor has a claim arising in connection with the contract that it cannot resolve with VSW by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

#### **Article A7. Remedial Action.**

In addition to any remedies available to VSW under law or equity, VSW at its sole discretion may require one or more of the following remedial actions if the Contractor fails to cure findings of breach, or as otherwise provided for herein:

1. VSW may take reasonable steps to provide for such cure and may offset the costs of such cure against the contract pricing in effect at the time of occurrence of a breach;
2. Reduce and/or offset payment to reflect the reduced value of services received;
3. Require the Contractor to subcontract all or part of the service at the Contractor's sole cost;
4. Withhold payment or require payment of actual damages caused by a breach; or
5. Terminate the contract pursuant to Article A8 (Termination).

Withholding of payment by VSW for the failure of the Contractor to perform shall not relieve the Contractor from its obligations under the contract and shall not be a basis for termination by the Contractor under Article A8 (Termination).

#### **Article A8. Termination.**

**A8.1: Termination for Convenience:** VSW may also at any time for good cause, terminate this contractual agreement or suspend performance under the contract. This shall include, but is not limited to, such reasons as VSW being unable to obtain adequate funding for the project or the community no longer requiring the facilities. The Contractor will be given written notice of termination at least 30 days prior to the date of termination.

**A8.2: Termination for Cause:** The occurrence of any of the following events shall be an event of default under the contract and cause for termination: 1) A material breach of any term or condition

of the contract; 2) Any representation or warranty by Contractor in its quote, bid or proposal that proves to be untrue or materially misleading; 3) Any default or non-compliance as otherwise specified in the contract.

VSW may terminate the contract if VSW provides the Contractor written notice of default and the Contractor has failed to cure the default within 30 calendar days. If VSW terminates the contract for default, VSW reserves the right to take any action it may deem necessary including, without limitation:

1. Exercise any remedy provided by law or equity.
2. Withhold payment until the default is remedied.
3. Offset of damages against payment due.

**A8.3:** In the event of termination or suspension of performance by VSW under this contract, VSW will compensate the Contractor as follows:

a) Contracts with payment on a time and materials basis: Contractor will be compensated for authorized and approved services and expenditures performed in good faith until the date of receipt of final written notice of termination or suspension.

b) Contracts with payment on a fixed-fee basis: VSW shall choose to either 1) compensate the Contractor using the method as described above for time and materials based contracts (but only if supported by sufficient documentation); or 2) pay the Contractor a percentage of the total compensation under this contract equal to the percentage of work completed as of the date of receipt of written notice of termination or suspension and that can be substantiated in whole or part by the Contractor to VSW's satisfaction.

**A8.4:** VSW may deduct from the compensation as detailed above the amount of any damages incurred by VSW as a result of the Contractor failing to perform in substantial conformance with this contract or any delay caused by such breach.

**A8.5:** If VSW is terminating or suspending the contract for reasons unrelated to Contractor's actions (e.g., loss of funding for the project), VSW shall pay the Contractor for reasonable costs directly related to the termination or suspension of the contract. No fee or other compensation for the uncompleted portion of the services will be paid with the exception that VSW may pay costs already incurred by the Contractor, which the Contractor can establish, and which would have been compensated for over the life of the contract, but because of termination or suspension would otherwise have to be absorbed by the Contractor without further compensation.

**A8.6:** In the event of termination or suspension under this contract, regardless of the reason or party initiating the termination or suspension, the Contractor shall deliver to VSW all work products, reports, estimates, schedules, and other documents and data produced or prepared pursuant to this contract.

#### **Article A9. No Assignment or Delegation.**

**A9.1:** The Contractor shall not assign or delegate this contract, in whole or in part, nor any right to any of the money to be paid under it, except with the written consent of VSW.

**A9.2:** The Contractor shall not sublet any part of the work done or material furnished under this contract except with the written consent of VSW unless set forth in the Contractor's response to the request for proposals.

**Article A10. Changes.**

**A10.1:** This contract, including the appendices, may be changed only by written amendment signed by both the community and the Contractor. No oral agreements will be considered binding under this contract. All written amendments shall become part of this contract and equal in force to other provisions contained herein.

**A10.2:** It is expressly understood and agreed that no claim for additional work or materials, done or furnished by the Contractor and not specifically herein provided for, will be accepted by VSW unless such work is first ordered in writing by VSW. In no event shall VSW be liable for any materials furnished or used, or for any work or labor done, unless the materials, work, or labor are required by the contract or on written order furnished by VSW. Any such work or materials which may be done or furnished by the Contractor without written order first being given shall be at the Contractor's own risk, cost, and expense, and the Contractor hereby covenants and agrees to make no claim for compensation for work or materials done or furnished outside the scope of services outlined in the contract or without other written order.

**A10.3:** If at any time, VSW either verbally or in writing requests services or directs Contractor to act in a manner that Contractor considers outside the scope of services, Contractor shall, within 30 days and prior to pursuing such instructions, notify VSW in writing. VSW shall then evaluate, and if appropriate, negotiate an amendment to this contract. Unless so notified by the Contractor, VSW shall assume such instructions have not changed any provisions of this contract, including the appendices, and the Contractor shall be required to complete work or furnish materials as directed by VSW. No additional payments shall be made to Contractor without such notice and amendment.

**Article A11. Independent Contractor.**

The Contractor and any agents and employees of the Contractor act in an independent capacity and are not officers or employees or agents of VSW in the performance of this contract.

**Article A12. Availability of Appropriation.**

This contract and amendments hereto are subject to approval by VSW and are contingent upon the availability of funds administered by VSW. VSW reserves the right to terminate the contract in part or in whole if, in VSW's sole judgement, funding entities fail, neglect, or refuse to appropriate sufficient funds as may be required for VSW to continue contract payments, or if cuts or holdbacks in spending are mandated, or if funds are not budgeted or otherwise available.

**Article A13. Alaska Business License.**

It is understood and agreed upon that an Alaska Business License (ABL) is required under Alaska statutes and that the Contractor will be in the possession of a current ABL during the performance period of this contract.

**Article A14. Payment of Taxes.**

As a condition of performance of this contract, the Contractor shall pay all federal, State, and local taxes incurred by the Contractor and shall require any party with which the Contractor subcontracts

to pay federal, State and local taxes in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by VSW under this contract.

**Article A15. Ownership of Documents.**

All work products and deliverables, designs, plans, drawings, field notes, surveys, calculations, specifications, cost estimates, summaries, electronic files, reproducible documents, project records and any other work product necessary for or associated with the performance of this contract remain the property of VSW and may be used by VSW for any purpose without additional compensation to the Contractor. The Contractor shall have no claim for further employment or additional compensation as a result of exercise of these full rights of ownership of all documents and materials produced under this contract.

Any discovery or invention of copyrightable materials developed in the course of or resulting from work carried on under this contract shall be the property of VSW. The Contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. If the source of funding for this contract is federal, any applicable federal patent and copyright rules also apply, take precedence and supersede this provision. Rights of use for public purposes of work products and/or intellectual property and/or intangible property under federally assisted projects shall be governed by the provisions of applicable federal OMB Circulars including A-110 and A-102.

The Contractor, for a period of six years after the final payment under this contract, agrees to furnish and provide access to all retained materials at the request of VSW. Unless otherwise directed by VSW, the Contractor may retain copies of all materials.

**Article A16. Professional Standards.**

The Contractor shall furnish services with the care and skill ordinarily used by members of the Contractor's profession practicing under similar circumstances. The Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and VSW will not be responsible for discovering deficiencies therein. The Contractor must correct, without additional compensation, the deficiencies resulting from the Contractor's failure to perform such services in accordance with the care and skill practiced under these professional standards. Any dispute concerning said deficiencies shall be decided by a panel of three qualified and experienced professionals practicing under similar circumstances selected by VSW and the Contractor. If in dispute during performance under this contract, the applicable professional standard shall be established by a panel of three qualified, impartial professionals objectively selected by VSW and the Contractor and within the same occupational field.

**Article A17. Legal Expenses.**

In the event legal action is brought by VSW against the Contractor to enforce any of the obligations, terms or conditions of this contract, or arising out of any dispute under this contract, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the presiding court.

**Article A18. Survival.**

All express representations, indemnifications or limitations of liability made or given in this contract will survive the completion of all services of the Contractor under this contract or the termination of the contract.

**Article A19. Severability.**

Any provision or any part of this contract or any written amendment hereto that is held to be void or unenforceable under law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding.

**Article A20. Conflicting Provisions.**

Unless specifically required or approved by VSW and authorized through a written amendment signed by both the community and the Contractor, the general provisions of this contract supersede any provisions in other appendices. In the event of a conflict of provisions, the following order of precedence will apply in resolving which provisions control:

1. General Provisions (Appendix A);
2. Scope of work/services (Appendix B);
3. Compensation and Fee Estimate/and Fee Schedule (Appendix C);
4. Solicitation document including all attachments and amendments (Appendix D);
5. Contractor's Proposal including cost and all attachments (Appendix E).

The solicitation documents, Contractor's proposal and all appendices listed herein are part of this contract by reference.

**Article A21. Governing Law.**

The contract is governed by the laws of the State of Alaska. All actions concerning this contract shall be brought in the Superior Court of the State of Alaska.

**Article A22. Covenant against Contingent Fees.**

The Contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, contingent fee, or brokerage except employees or agencies maintained by the Contractor for the purpose of securing business. For the breach or violation of this warranty, VSW may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, contingent fee, or brokerage.

**Article A23. Key Personnel Changes.**

The practice of "bait and switch" of the Contractor's Project Manager, other key personnel or subcontractors of lesser qualifications and experience is strictly prohibited. Also, the "bait and switch" practice of the Contractor completing services instead of the key subcontractor who was originally proposed by the Contractor to perform the work is strictly prohibited. If there are any changes to key project team members, personnel replacements shall meet the qualifications and experience of the persons they are replacing. The same applies to any reassignment of key subcontractor services. Requests for any changes shall be made in advance and in writing to VSW for approval. Depending on the seriousness of the violations, VSW may terminate the contract for cause.

**Article A24. Clean Air Act and Water Pollution Control Act.**

The Contractor agrees to comply with all requirements of the Clean Air Act (42 U.S.C. 7401-7671q) including section 114 and section 308 of the Water Pollution Control Act (33 U.S.C. 1251-1388).

**Article A25. Copeland Anti-Kick Back Act.**

The Contractor agrees to comply with all requirements of the Copeland Anti-Kick Back Act (18 U.S.C. 874 and 40 U.S.C 3145) as supplemented in Department of Labor regulations (29 CFR, Part 3).

**Article A26. Solid Waste Disposal Act.**

The Contractor agrees to comply with all requirements of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

**Article A27. Clean Water Act.**

The Contractor agrees to comply with all requirements of section 215 (Requirements for American Materials) of the Clean Water Act (33 U.S.C. 1251 et seq.) and implementing EPA regulations. The Contractor agrees that preference must be given to domestic construction materials by the Contractor, subcontractors, materialmen and suppliers.

**Article A28. Contract Work Hours and Safety Standards Act.**

The Contractor agrees to comply with all requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C 3701-3708), as supplemented by the Department of Labor regulations (29 CFR part 5).

**Article A29. Equal Employment Opportunity.**

The Contractor agrees to comply with all requirements of Executive Order 11246 (3 CFR, 1966 Comp., p. 339), entitled, "Equal Employment Opportunity," as amended by Executive Order 11375 (3 CFR, 1968 Comp., p. 321), and as supplemented by the Department of Labor regulations 41 CFR chapter 60.

**Article A30. Americans with Disabilities Act (ADA) of 1990.**

The Contractor agrees to comply with all requirements of the Americans with Disabilities Act of 1990 (42 U.S.C 12101 et seq.).

**Article A31. Civil Rights Act of 1964.**

The Contractor agrees to comply with all requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) as outlined in 7 CFR 1901 subpart E.

**Article A32. Rehabilitation Act of 1973.**

The Contractor agrees to comply with all requirements of section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).

**Article A33. Age Discrimination Act of 1975.**

The Contractor agrees to comply with all requirements of the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.).

**Article A34. Drug Free Workplace Act of 1988.**

The Contractor agrees to comply with all requirements of the regulations implementing Sections 5151-5160 of the Drug Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C, 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose. The regulations were published as Part II of the January 31, 1989 Federal Register (pages 4947-4952).

**Article A35. Byrd Anti-Lobbying Amendment.**

The Contractor agrees to comply with all requirements of the Byrd Anti-Lobbying Amendment (31 U.S.C 1352). A certification **must be completed and submitted prior to award**.

**Article A36. Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion.**

Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed in the proposal or bid (by the offeror or bidder) that they have not been debarred or suspended from doing business with the federal government. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions **must be completed and submitted prior to award**. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**Article A37. Prevailing Wages.**

The Contractor must comply with all requirements of Alaska Statute 36.05, entitled Public Contracts, Wage & Hour Administration, including the latest State of Alaska Department of Labor & Workforce Development - Laborers and Mechanics Minimum Rates of Pay – Pamphlet No. 600. <http://www.labor.state.ak.us/lss/pamp600.htm> is the website link for the current document. The Contractor is responsible for ensuring they use the most up-to- date version of Pamphlet No. 600.

**Article A38. Davis Bacon Act.**

The Contractor must comply with all requirements of the Davis Bacon Act (40 U.S.C. 3141-3144, 3146-3148 and 40 U.S.C. 276a to 276a-7).

**Article A39. Bayh-Dole Act.**

The Contractor must comply with all requirements of the Bayh-Dole Act and also as the University and Small Business Patent Procedures Act of 1980.

**Article A40. Hotel and Motel Fire Safety Act.**

The Contractor must comply with all requirements of the Hotel and Motel Fire Safety Act of 1990. 15 use 2201 note. 15 use 2201 note.

**Article A41. Local, State and Federal Requirements.**

The Contractor shall comply with all applicable local, state and federal statutes, regulations, ordinances and codes, whether or not specifically mentioned herein.

**Article A42. Records Retention and Access.**

Representatives of VSW or any of their authorized representatives and the federal awarding agency or any of their authorized representatives have the right of access to any pertinent books, documents, papers, or other records of the Contractor and its subcontractors, which are pertinent to the funding of this contract, in order to make audits, examinations, excerpts, and transcripts. Retention of all records is required for six years after final payments by VSW and all other pending matters are closed. The right of access shall last as long as the records are retained.



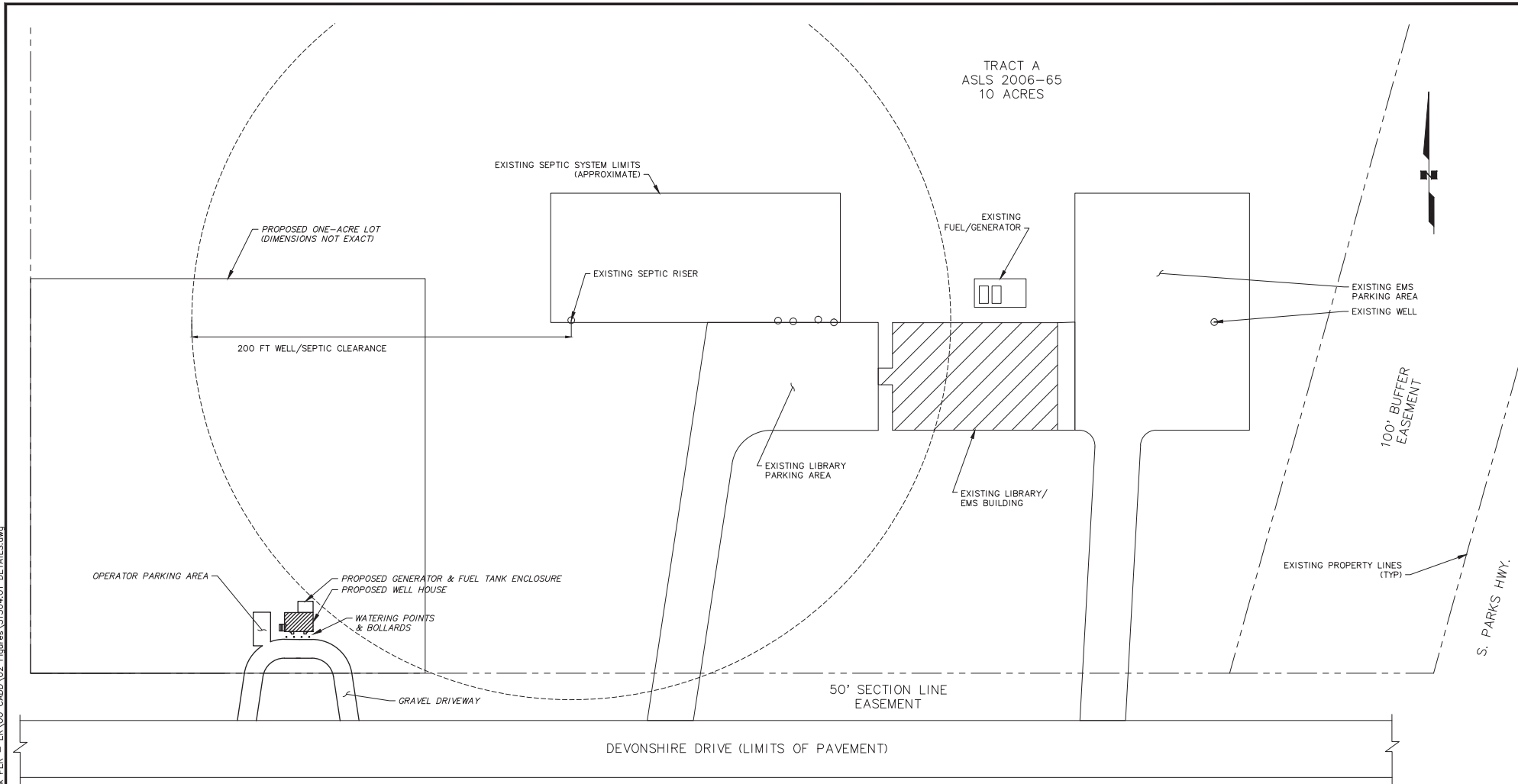
**Article A43. Consumer Price Index.**

Contractors must request price adjustments, in writing, **30 days prior to the renewal or adjustment date**. If a Contractor fails to request a CPI price adjustment 30 days prior to the adjustment date, the adjustment will be effective 30 days after the State receives their written request.

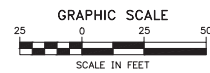
Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Anchorage Area.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six month average (January through June OR July through December 200\_); and each (January through June OR July through December 200\_ six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. Contractors must submit price adjustment request directly to DEC DAS Procurement email address: [DECDA\\$PROCUREMENT@alaska.gov](mailto:DECDA$PROCUREMENT@alaska.gov).

# Addendum Three, Attachment Three



1 **SITE PLAN - PLAN VIEW**  
SCALE: GRAPHIC



PROJECT: 31304.01  
STATUS: FINAL



TRAPPER CREEK, AK  
WELL & WATERING POINT  
ENGINEERING REPORT

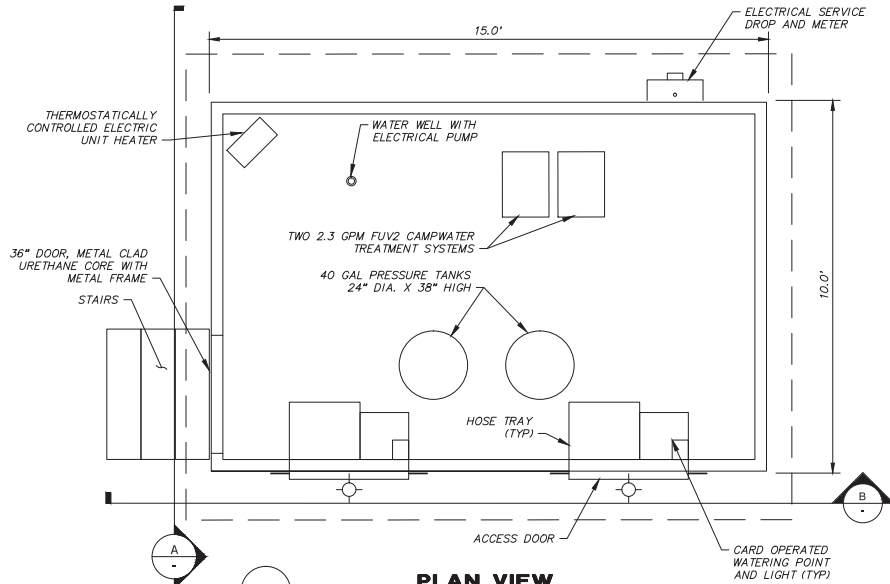
**WATERING POINT SITE PLAN**  
(LIBRARY/EMS SITE)

DATE  
**MAR 2018**

SCALE  
GRAPHIC

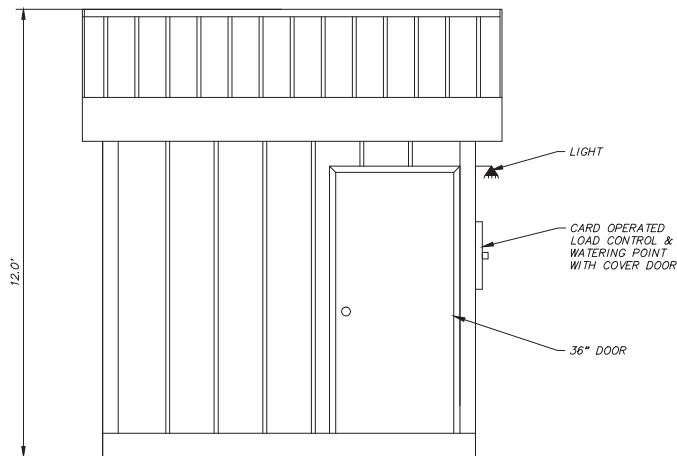
FIGURE  
5

File: J:\JobsData\31304.01 VSW -- Trapper Creek PER -- ER\00 CADD\02 Figures\31304.01 DETAILS\_V2.dwg



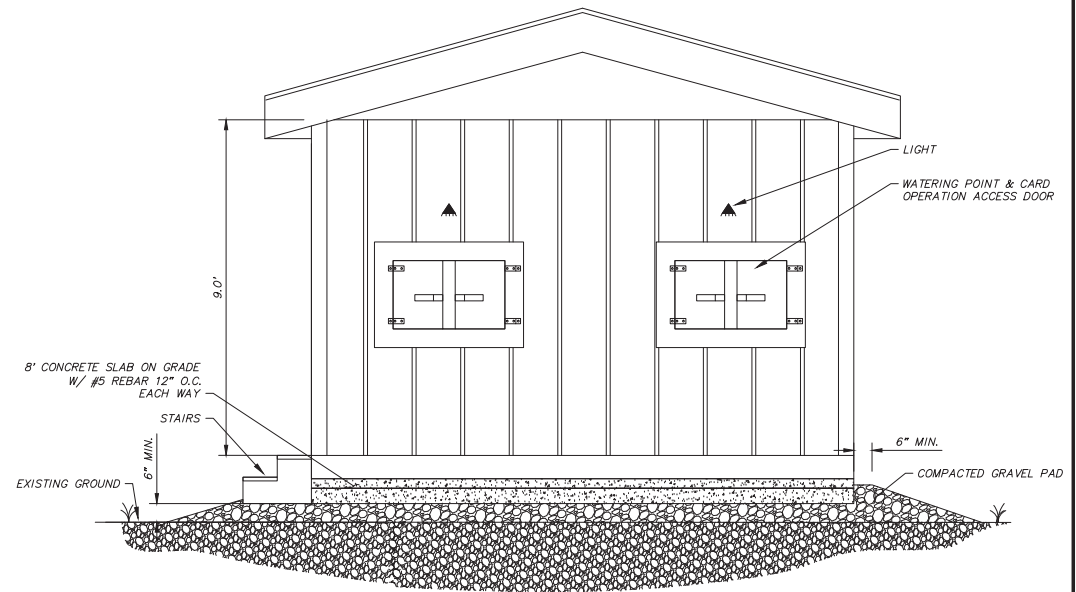
**PLAN VIEW**

SCALE: GRAPHIC



**ELEVATION VIEW**

SCALE: GRAPHIC



**ELEVATION VIEW**

SCALE: GRAPHIC

PROJECT: 31304.01

STATUS: FINAL



TRAPPER CREEK, AK  
WELL & WATERING POINT  
PRELIMINARY ENGINEERING REPORT  
ALTERNATIVE 1 NEW WELL & WATER SALES  
WATERING POINT

DATE  
MAR 2018  
SCALE  
GRAPHIC  
FIGURE  
6