



July 1, 2014

PROJECT: KPC Brockel Building Renewal Project Project No. 14-0101

RFP NO.: 14-20

TO: All Plan Holders of Record

ADDENDUM NO. 1

This addendum forms a part of the Contract Documents and modifies the original Request for Proposal Documents, dated June 25, 2014. Acknowledge receipt of this Addendum in the form provided with the original RFP. Failure to do so may subject the Offeror to disqualification.

1. The RFP is changed as follows:

Replace sample form of contract with the attached, revised contract.

2. All other terms and conditions remain the same.

END OF ADDENDUM NO. 1

OK.
John F.

PO# _____

UNIVERSITY OF ALASKA
FACILITIES PLANNING AND CONSTRUCTION
ARCHITECTURAL CONTRACT

THIS CONTRACT, effective this ____ day of ____ 2014, by and between the University of Alaska Anchorage , hereinafter called the "Owner," and the Architect

Consultant Name
Address

hereinafter called the "Consultant."

W I T N E S S E T H

WHEREAS, the Owner proposed to proceed with the design and planning of

Project Name: UAA

Project Number: XX-XXXX

WHEREAS, the maximum amount payable to the Consultant under this Contract as set out in Article 4 shall not exceed xxxxxxxxxxxxxxxxxxxxx And 00/100 Dollars (\$00,000,000.00) except as modified in writing in accordance with the terms herein.

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

ARTICLE 1.
THE PROJECT

1:1 **DESCRIPTION:** The Owner does hereby engage the Consultant to perform for the Owner, under the terms and conditions of this Contract, all services for the design and all architectural services incidental to the construction of UAA (project title)....., This contract does not include backfill in the existing campus buildings.

1:2 **BUDGET:**

1:2a The project shall be designed so that Project Construction Costs (PCC), as defined in Article 10, shall not exceed the sum of: xxxxxxxxxxxxx And 00/100 Dollars (\$0,000,000).

1:2b The Owner has furnished to the Consultant a written program of the requirements for the project entitled @Project Program, a copy of which is attached hereto as Exhibit "F" and, by reference thereto, is made a part of this Architectural Contract. This program shall be considered as guidelines for design.

1:3 **TIME SCHEDULE:** The time schedule for the work to be performed by the Consultant on the project shall be as set out in Exhibit "E" attached hereto and, by this reference, made a part hereof. The Consultant shall periodically reevaluate this time schedule. If at any time the time schedule appears to be unrealistic, the Consultant shall so notify the Owner in writing. Changes from said time schedule will be allowed only when approved in writing from the Owner.

ARTICLE 2. BASIC SERVICES OF THE CONSULTANT

2:1 GENERAL ITEMS:

2:1a Technical Accuracy Responsibility:

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

2:1a:1 Non-Waiver of Owner Rights:

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

2:1a:2 Asbestos or Asbestos-containing Materials:

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

2:1a:3 Applicable State and Federal Codes:

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

2:1a:4 Consultant Indemnification to Owner:

The Consultant shall indemnify, defend, and hold harmless the contracting agency from and against any claim of, or liability for, negligent acts, errors, and omissions of the consultant under this agreement. The consultant is not required to indemnify, defend, or hold harmless the contracting agency for a claim of, or liability for, the independent negligent acts, errors, and omissions of the contracting agency. If there is a claim of, or liability for, a joint negligent act, error, or omission of the consultant and the contracting agency, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In the provision, “consultant” and “contracting agency” include the employees, agents, and contactors who are directly responsible, respectively, to each. In this provision, “independent negligent acts, errors, and omissions” means negligence other than in the contracting agency’s selection, administration, monitoring, or controlling of the consultant, or in approving or accepting the consultant’s work. (Revised 5/28/2008)

2:1a:5 Insurance:

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

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

Certificates of Insurance and Endorsements, on forms reasonably acceptable to the Owner, must provide for a 30-day prior notice to the Owner of cancellation or non-renewal of the policies except in the event of non-payment of premium,

in which case, ten (10) days prior notice shall be provided. Failure to furnish satisfactory evidence of insurance or endorsements or lapse of a policy is a material breach and grounds for termination of the Agreement. All certificates shall reference the policy number and this Contract. The Owner is the "University of Alaska" and is to be so identified on all certificates. (Revised 6/2009)

All actions or claims including costs and expenses resulting from injuries or damages sustained by any person or property arising directly or indirectly from the Consultant's performance of this contract which are caused by the joint negligence of the Owner and Consultant shall be apportioned on a comparative fault basis. Any such joint negligence on the part of the Owner must be a direct result of active involvement by the Owner.

Without limiting Consultant's indemnification, it is agreed that Consultant shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance, and to provide within ten (10) days of the Notice-of-Intent-to-Award a contract and prior to receiving a fully executed contract, Proof of Insurance of the kind and amounts stated.

2:1a:5a Professional Liability Insurance:

The Consultant shall provide and maintain, through the term of this Contract, professional liability insurance and shall require each of its subConsultants (sub-consultants) for professional services to provide professional liability insurance for all errors, omissions and negligent acts which the Consultant and sub Consultants make in the performance of work under this Contract in the amount of \$1,000,000.00. The policy shall be obtained from an insurance company licensed to do business in the State of Alaska and shall remain in effect until two (2) years after the substantial completion of the construction contract of the project.

2:1a:5b Workers' Compensation Insurance:

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

This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than \$500,000 per person, \$500,000 per occurrence. Where applicable, coverage for all federal acts (i.e., USL&H and Jones Act)

must also be included.

2:1a:5c Comprehensive (Commercial) General Liability Insurance:

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

2:1a:5d Comprehensive Business Automobile Liability Insurance:

Consultant is required to maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Each policy required of the Consultant and subConsultants by this Agreement shall be endorsed to name the Owner as an additional insured.

2:1a:5e Proof of Insurance:

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

Waiver of Subrogation. The Consultant shall obtain from insurance carriers providing General Liability, Auto Liability, and Worker's Compensation Insurance under this agreement a waiver of all subrogation rights against the Owner and its regents, officers, and employees.

2:1b **Sub-Consultants Agents of Consultant:**

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

2:1b:1 **Alaska Business License:**

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

2:1c **Employment Preference:**

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

2:1d **Review Sets:**

The Consultant shall provide to the Owner for review a maximum of @ (@) sets of the documents upon completion of each phase of the Consultant's services.

2:1e **Distribution of Work Notice:**

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

2:1f **Owner's Project - Number of documents:**

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

2:1g **Title Block:**

All drawings and specifications for the project must bear uniform project number and title.

2:1h **Identification of Review Sets:**

All drawings and specifications submitted for reviews and approvals must be marked "Schematic Design Review Set," "Design Development Review Set," "Construction

Document Review Set" or with a similar phrase. The original set used to reproduce the bid documents will be marked and issue dated by the Owner.

2:1i Drawing Size:

All final drawings in the SCHEMATIC DESIGN SERVICES, Section 2:2; DESIGN AND DEVELOPMENT SERVICES, Section 2:3; CONSTRUCTION DOCUMENTS AND BIDDING SERVICES, Section 2:4; and final drawings under CONSTRUCTION SERVICES, Section 2:5k; shall be 24" x 36" or 30" x 42".

2:1j Alaska Product Preference:

Pursuant to Alaska Product Preference requirements in Alaska Statutes AS 36.30 and AS 36.15, the Consultant will be required to specify in its design work under this Contract those Alaska Products and Alaska Forest Products certified by the Department of Commerce and Economic Development (DC&ED) as having been produced in Alaska where it is practicable, available, economical, and of like quality, compared with products produced outside of Alaska. This article is null and void if funding for this contract is provided by the United States Government.

2:2 SCHEMATIC DESIGN SERVICES:

2:2a General and detailed requirements for the project:

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

2:2b Conceptual Design Conferences:

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

2:2c Soil Investigations:

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

2:2d Land Survey:

The Consultant shall furnish a land survey of the site, prepared by a registered land

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

2:2e Narrative/Schematic Design Studies:

The Consultant shall prepare for the Owner's approval schematic design studies and drawings incorporating the program requirements. The Owner may require schematic studies and drawings to be revised. An acceptable design concept shall be approved by the Owner.

2:2f Architectural Rendering:

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

2:2g Narrative Submittal:

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

2:2g.1 Projected Estimated Construction Cost:

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

2:2g.2 Materials, Labor, and Scheduling:

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

2:2g.3 Meeting Record Minutes:

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

2:2h Drawings and Specifications:

Drawings and specifications shall specifically include the following items:

2:2h:1 Title sheet and site plan with details sufficiently developed to reflect the project's major civil engineering design concepts. The legal description of the site must appear on the site plan drawing.

2:2h:2 Exterior elevations reflecting major construction materials and locations of

exterior wall openings.

- 2:2h:3 Floor plans for all floors that are not repetitious, reflecting all door and window locations, major dimensions, and room titles.
- 2:2h:4 Structural framing plans sufficiently developed to reflect the intended structural system(s).
- 2:2h:5 Finish schedule or narrative sufficiently developed to reflect the intended materials and finishes for all major rooms and spaces.
- 2:2h:6 Mechanical drawings, schedules, and diagrams or a narrative sufficiently developed to describe the intended heating, ventilation, piping systems, and major mechanical elements.
- 2:2h:7 Electrical drawings, schedules, and diagrams or a narrative sufficiently developed to describe the specific power service, lighting, telephone, fire detection, alarm, security, electronic communications systems.
- 2:2h:8 Description of applicable code provisions for fire and life safety to include square footage, type of construction and occupancy, paths of egress, capacities, occupant loads, hazard classifications, and other pertinent considerations.
- 2:2h:9 Narrative outline of specifications which reflect initial materials and systems selections for each section of the specifications which must follow the Construction Specifications Institute (CSI) master format.
- 2:2h:10 The Consultant, through the Owner, shall obtain preliminary reviews as required by government or private entities which have regulatory power over the project.

2:2i **Reduced Size Approved Schematic Drawings:**

The Consultant shall prepare an 11 x 17" drawing, suitable for photocopy reproducing of site plans, floor plans, elevations, sections, and perspectives of the final approved schematic drawings. Provide 3 sets of 11 x 17 drawings and 3 sets of project manual.

2.2j The Consultant shall meet with UAA on room numbering before DD starts.

2:3 **DESIGN DEVELOPMENT SERVICES:**

2:3a **Prior Written Approval of Schematic Design:**

The Consultant shall not proceed with DESIGN DEVELOPMENT SERVICES until

written approval is obtained from the Owner. Nor shall the Consultant be entitled to any compensation under Article 4:3, PAYMENT FOR DESIGN DEVELOPMENT SERVICES, until said approval is obtained from the Owner. The approval of the Owner of the SCHEMATIC DESIGN SERVICES shall not be absolute and binding on the Owner (as to minor changes) as it is expressly agreed between the parties that changes in this phase of the Contract are normal and anticipated and will have to be made throughout the entire contract and design procedure. These changes are part of the DESIGN DEVELOPMENT SERVICES, and the cost of them is included in the compensation to be paid for the design development under Section 4:3, PAYMENT FOR DESIGN DEVELOPMENT SERVICES, of this Architectural Contract.

2:3b Design Development (65%) Documents:

The Consultant shall prepare, based upon the approved schematic design documents, design development documents consisting of plans, elevations, other descriptive drawings, and outline specifications as needed to establish and illustrate the size and character of the entire project. The design development documents shall contain a description of the kinds of materials, analysis of structural, mechanical, and electrical systems including worksheet design calculations, and such work as may be required, including a description of equipment items that will be furnished under the construction contracts and proposed time schedule for the project through completion of construction. The design development drawings shall be revised until an acceptable design has been approved by the Owner and in conformance with the program Exhibit "F."

2:3c Final Approval Design Development Documents:

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

2:3d Update and Expand the Narrative:

The Consultant shall prepare a revised, detailed estimate of the Project Construction Cost based on:

2:3d:1 Projected availability of materials and labor.

2:3d:2 Construction sequence and scheduling.

2:3d:3 Projected to time of bid.

2:3e The Consultant shall submit to the Owner an updated tabulation of land area, parking ratios, and building area, including gross and net assignable area.

2:3f The Consultant shall identify the types of wall construction.

2:3g The Consultant shall identify the quality of finishes.

2:4 **CONSTRUCTION DOCUMENTS AND BIDDING SERVICES:**

2:4a **Prior written Approval of Design Development:**

The Consultant shall not proceed with the CONSTRUCTION DOCUMENTS AND BIDDING SERVICES, Section 2:4, until written approval of the DESIGN DEVELOPMENT SERVICES and SCHEMATIC DESIGN SERVICES is obtained from the Owner. Nor shall the Consultant be entitled to any compensation under Article 4:4, PAYMENT FOR CONSTRUCTION DOCUMENTS AND BIDDING SERVICES, until said approval is obtained from the Owner. The approval of the Owner of the DESIGN DEVELOPMENT SERVICES shall not be absolute and binding on Owner and Consultant as to layout and configuration of the project or the rooms therein as it is expressly agreed to between the parties that minor changes in the design are normal and anticipated and will have to be made throughout the entire contract and design process. These changes are part of the CONSTRUCTION DOCUMENTS AND BIDDING SERVICES, and the cost of them is included in the compensation to be paid for under Section 4:4, PAYMENT FOR CONSTRUCTION DOCUMENTS AND BIDDING SERVICES, of this contract.

2:4b **Non-Delegation by Consultant:**

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

2:4c **Specification of More than One Brand Name:**

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

2:4d **Consultant Document (95% complete) Preparation:**

The Consultant shall prepare, based upon the approved design development documents, working drawings, specifications, and other contract documents setting forth in detail the scope of the project. Such documents shall describe materials, workmanship, finishes, equipment, and conditions affecting the work as required to be performed in all divisions of the construction work.

2:4e **Applicable Statutes, Orders, and Codes:**

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

2:4f **Comprehensive Drawings in Construction Specification Institute (CSI)**

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

2:4g **Engineering Calculations**

The Consultant shall submit to the Owner copies of all engineering calculations which establish the size, shape, dimensions, and capacity of the work involved with energy calculations.

2:4h **Regulatory Entities Plan Review:**

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

2:4i **Final Construction Documents**

The Consultant shall select the final colors and finishes for the Owner's approval and produce a color board by the conclusion of the construction documents phase.

2:4j **95% Completion**

The Consultant shall submit to the Owner, when the construction documents are approximately ninety percent (90%) complete, a statement of estimated construction costs based on changes in materials, systems, or details of construction costs which occurred following design development approval, known changes in the cost of materials, labor, and services since the previous statement, and adjustments for anticipated changes in the bidding market relative to the project.

2:4k **Bid Documents:**

The Consultant shall prepare a comprehensive set of bid documents consisting of the bidding requirements and contract documents. The contract documents include the contract forms, conditions of the contract (general and supplementary), specifications,

drawings, and addenda. Bidding requirement forms, contract forms, and general conditions will be provided by the Owner. Preparation of forms, the bid schedule, supplementary conditions, and general requirements (Division 1) of the specifications shall be accomplished by the Consultant in coordination with the Owner. Technical specifications (Divisions 2-16), drawings, and addenda shall be developed by the Consultant and approved by the Owner. All documents and specifications must be complimentary and compatible. Items in the technical specifications which expand or modify the conditions or general requirements must reference the appropriate section number and subparagraph changed.

2:4l **Clarification or Interpretation of Bidding Documents**

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

2:4m **Addenda**

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

2:4n **Bid Participation**

The Consultant shall participate in pre-bid conference, bid opening, review and evaluation of bids, and recommendation for award of construction contract(s).

2:4o **Produce Review Sets of Documents for Final Review:**

The Consultant shall provide a maximum of Three (3) sets of prints of the comprehensive working drawings, copies of the specifications, and copies of the structural, mechanical, and electrical calculations, as well as final statement of estimated total project costs projected to bid date as required for the Owner's review and approval. The Consultant's updated cost estimate shall include an itemization of alternative bids proposed and the estimated cost to be added to or deducted therefrom. Review and approval of the drawings, specifications, calculations, and other construction documents by the Owner shall not relieve the designing Consultant of any responsibility for their completeness and accuracy.

The Consultant shall submit to the Owner a tabulation of land area, parking ratios, and building area, including gross and net usable area.

2:4p **Reproducible Set of Drawings:**

The Consultant shall provide one reproducible set of drawings and specifications in PDF and MS Word format to the Owner for printing, distribution and bidding purposes. The Consultant will deliver to the Owner a complete set of the project's CAD documents in electronic format on CD or DVD disc. These documents must include all

supporting CAD files and must be delivered as follows:

All CAD drawings are required to be delivered in AutoCAD's .dwg file format. Transferred media shall be on CD-ROM or DVD disc. The currently supported AutoCAD version in use within Facilities Planning and Construction is AutoCAD 2010. The University will accept file formats down-ward compatible to version AutoCAD 2007. A hard copy of a detailed layering guide giving layer name, on/off status, color, linetype, and description is to be included with disks. The designated CAD software for the Owner is Autodesk's/AutoCAD 2010.

2:4q Evaluation of Bids and Owners Options:

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

2:4r Owner's Option for Contractor Construction Services:

In the event the Owner, at its sole discretion, elects to proceed with the project, the Owner shall have the option to elect to have the Consultant perform the work as set out in Section 2:5 of this contract, CONSTRUCTION SERVICES (TIME AND MATERIALS) or CONSTRUCTION SERVICES (LUMP SUM). Said option by the Owner shall be exercised by giving the Consultant notice, in writing, to perform the CONSTRUCTION SERVICES within thirty (30) days from the date the contract for the construction of the project is awarded to a qualified bidder.

2:5 CONSTRUCTION SERVICES (TIME AND MATERIALS):

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

2:5 CONSTRUCTION SERVICES (LUMP SUM):

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

2:5a Preconstruction Conference:

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

2:5b **Submittals, Samples, and Shop Drawings:**

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

2:5c **Proposed Changes to the Construction Contract:**

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

2:5d **Periodic On-Site Inspections:**

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

2:5e **Interpretation of the construction Contract Documents:**

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

2:5f **Substantial Completion Inspection:**

The Consultant, accompanied by its subConsultants, shall perform a substantial completion inspection of the completed construction and, as a result, prepare a deficiency list of items to be corrected.

2:5g **Final Acceptance Inspection:**

The Consultant shall perform a final acceptance inspection and advise the Owner whether or not to accept the construction work as performed by the construction Consultant. This inspection shall include a trip by the mechanical, electrical, and other subConsultants as appropriate.

2:5h **Contractor's Periodic Application for Payment:**

The Consultant shall review and recommend approval/disapproval of the construction Consultant's periodic application for payment. During this review process, based upon the periodic on-site inspections under 2:5d, the Consultant shall certify that the work

accomplished to date is in compliance with the construction contract documents. The Consultant shall recommend approval and/or disapproval of the periodic pay estimate within @ working days, (3 working days if no other period is inserted.)

ARTICLE 3. EXTRA SERVICES

- 3.1 **GENERAL:** The Owner shall pay for the following extra services performed, furnished, or incurred by the Consultant in addition to the basic fee, provided the Owner has given prior written approval and the work is not caused by the fault of the Consultant:
- 3:1a **Planning Services and Special Analysis:**
Making, or assist in making, planning surveys and special analysis of the Owner's needs and requirements for the project or preparing or assisting in the preparation of the Owner's program.
 - 3:1b **Feasibility Study and Reports:**
Conducting a feasibility study and providing a report which details the appropriateness and adequacy of the total project scope and budgeted construction funds (including any construction contingency funds identified by the Owner).
 - 3:1c **Fire or Other Damages or Construction Contractor Default:**
Providing consultation or contract administration respecting replacement of any work damaged by fire or other cause during construction; providing professional services or arranging for the work to proceed should the Consultant default in the performance of the construction contract or become delinquent or insolvent.
 - 3:1d **Subcontractor Extra Services:**
Providing services of subConsultants other than the normal architectural, structural, mechanical, electrical, and civil engineering services for the project.
 - 3:1e **Owner-Supplied Items of Work:**
Providing consulting services for Owner-supplied items of work to be incorporated into the construction contract, unless said items are listed in the original Owner's project program.
 - 3:1f **Future Facilities Design Services:**
Providing design services relative to future facilities, systems and equipment which were not defined in the initial program and are not intended to be constructed as part of the project.
 - 3:1g **Special Investigations:**

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

3:1h Equipment or System Assistance:

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

3:1i Services After Final Certificate for Payment:

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

3:1j Environmental Assessment:

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

3:1k Environmental Impact Statement (EIS):

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

3:1l Serves as Witness:

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

3:1m Measured Drawings:

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

3:1n Additional Copies:

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

3:1o Separate Bids:

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

3:1p Furniture, Fixtures, and Equipment:

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

- 3:1q **Brochures, Graphic, Presentations, or Professional Models:**
Providing brochures, special graphic presentations or details, and professionally built architectural models.
- 3:2r **Temporary Suspension of the Project:**
Preparing the project for temporary suspension by the Owner or for recommencement of the project after any suspension period, providing that any temporary suspension or recommencement of the project is first affirmed in writing by the Owner.
- 3:1s **Additive and Deductive Alternates:**
Preparing of additive and deductive alternates drawn or specified by the Consultant, providing the alternates were drawn or specified at the written request of the Owner and are not for the purpose of reducing the estimated project construction cost to conform to the amount indicated in this Contract for the project construction cost.
- 3:1t **Guarantee Period Related Work:**
Assisting the Owner during the guarantee period of the construction contract(s) in securing the correction of defects that become apparent and making an inspection of the project immediately prior to the expiration of the guarantee period.
- 3:1u **Artists Coordination Related Work:**
Coordinating with artist(s) approved by the Owner to identify installation, structural, utility or other service requirements for selected work(s) of art and assure that all such requirements are integrated into the bid documents.
- 3:1v **Environmental Evaluation Determination:**
Determining if an environmental evaluation of the project is required by federal or state laws or regulations.
- 3:1w **Natural historic Register Determination:**
Determining if the proposed project site is listed or would possibly be eligible for the (Federal) National Historic Register; coordinate with the Alaska Department of Natural Resources to determine if the department desires to survey the site for historic, prehistoric, or archaeological value in accordance with AS 41.35.070; obtain written site clearance, or a statement of non-concurrence explaining the reasons therefor, from the State of Alaska Historical Preservation Officer.

ARTICLE 4. COMPENSATION

- 4:1 **PAYMENT FOR BASIC SERVICES OF THE CONSULTANT:** It is the expressed intent of the parties that the Consultant shall receive no additional payment for work done under Section 2:1 of Article 2, BASIC SERVICES OF THE CONSULTANT, as the compensation

for this work required of the Consultant is included in Articles 4:2, 4:3, and 4:4 of the Contract. All fees to the Consultant shall be subject to and conditional upon all of the provisions and conditions of this Contract being fulfilled by the Consultant.

4:2 PAYMENT FOR SCHEMATIC DESIGN SERVICES:

4:2a The Owner shall pay the Consultant compensation for the work done under Article 2, Section 2:2, SCHEMATIC DESIGN SERVICES, the sum of xxxxxxx And 00/100 Dollars (\$00,000.00).

4:2b The Owner shall make payment for the schematic design services in periodic payments. The periodic payments shall be in proportion to the progress of the Consultant's work, but not more often than monthly. The final payment shall be due upon completion and approval of the Consultant's work for this phase of services and the submission of payments statements in the form as set forth in Exhibit "A," attached hereto and by this reference made a part of this contract, by the Consultant.

4:3 PAYMENT FOR DESIGN DEVELOPMENT SERVICES:

4:3a The Owner shall pay to the Consultant for all work done by the Consultant under Article 2, Section 2:3, DESIGN DEVELOPMENT SERVICES, the sum of xxxxxxx And 00/100 Dollars (\$00,000.00).

4:3b The Owner shall make periodic payments for the DESIGN DEVELOPMENT SERVICES in proportion to the progress of the Consultant's work, but not more often than monthly. The final payment shall be due upon the completion of the work for this phase of the services and the approval of that work by the Owner and the submission of a payment statement in the form as set out in Exhibit "A."

4:4 PAYMENT FOR CONSTRUCTION DOCUMENTS AND BIDDING SERVICES:

4:4a The Owner shall pay to the Consultant for all work to be done by the Consultant under Article 2, Section 2:4, CONSTRUCTION DOCUMENTS AND BIDDING SERVICES, the sum of xxxxxxx And 00/100 Dollars (\$00,000.00).

4:4b The Owner shall make payment for the construction document service in periodic payments to be made in proportion to the progress of the Consultant's work, but not more often than monthly. The final payment shall be due upon completion and approval of the construction documents by the Owner and the submission of a payment statement in form as set out in Exhibit "A."

4:5 PAYMENT FOR CONSTRUCTION SERVICES (TIME AND MATERIALS):

4:5a All work to be accomplished under construction services will be invoiced by the Consultant and paid by the Owner on a time and materials basis in conformance with the fee schedule as set out in Exhibit "C," attached hereto and by this reference made a part of this Contract, in an amount not to exceed xxxxxxx And 00/100 Dollars (\$00,000.00). If additional services are required, the limit shall be amended before any additional work is started.

4:5b The Owner shall make payment for the construction service on a time and materials basis but not more often than monthly. The Consultant shall submit statements showing hours worked and items worked on.

4:5 **PAYMENT FOR CONSTRUCTION SERVICES (LUMP SUM):**

4:5a The Owner shall pay to the Consultant for all work to be done by the Consultant under Article 2:5, CONSTRUCTION SERVICES (LUMP SUM), the sum of xxxxxxx And 00/100 Dollars (\$00,000.00).

4:5b The amount due to the Consultant for construction services shall be paid to the Consultant based upon a breakdown of services for the construction phase, as approved by the Owner.

4:6 **PAYMENT FOR EXTRA SERVICES AND REIMBURSABLE EXPENSES:**

4:6a The work to be accomplished under Article 3, EXTRA SERVICES, will be invoiced by the Consultant and paid by the Owner as a negotiated lump sum or on a time-and-materials basis in conformance with the Schedule of Consultant Fees as set out in Exhibit "C," in an amount not to exceed xxxxxxx And 00/100 Dollars (\$00,000.00). (If no amount is shown, or zero (0) is entered, EXTRA SERVICES will, when authorized, be paid by modification of the Contract.)

4:6b REIMBURSABLE EXPENSES are in addition to the compensation for Basic and Extra Services and are shown on the attachment, SCHEDULE OF REIMBURSABLE EXPENSES, Exhibit "B." Payment of REIMBURSABLE EXPENSES will be made periodically at cost, based upon the Consultant's invoice with receipt backup up to an amount not to exceed xxxxxxx And 00/100 Dollars (\$00,000.00). (If no amount is shown, or zero (0) is entered, REIMBURSABLE EXPENSES are included under Basic Services and Extra Services, and paid progressively with those services.)

4:6c The Owner shall make payments for authorized extra services and reimbursable expenses monthly within 30 days after presentation of the Consultant's statement.

4:6d Payment will be made for the cost only, and the Consultant shall not be entitled to any mark-up or profit on the authorized reimbursable expenses.

4:6e When requesting payment for extra services or authorized reimbursable expenses, the Consultant shall submit an itemized billing showing unit cost and quantity of the item billed and referencing the specific authorizing document therefrom. Request for payment for reimbursable items shall be accompanied by appropriate invoices.

4:6f In the event the Consultant and Owner cannot agree to a sum for extra services, the Owner reserves the right to employ other means to accomplish said services.

4:7 **PAYMENT FOR ALL OTHER SERVICES:** All services of the Consultant, including those set out in Article 2, or as otherwise required in this Contract, and not specifically set out to be paid for as an extra service or reimbursable expense of the Consultant, are included in the payments to be made for the work done under Article 2.

ARTICLE 5. OWNER'S RESPONSIBILITIES

5:1 **Designated Representatives:**

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

5:2 **Sample Construction Contract Requirements:**

The Owner shall furnish the Consultant sample construction contract requirements and the general provisions of the Owner.

5:3 **Expeditious Response:**

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

5:4 **Advertisements for Bid, and Issuance of Bid Documents and Addenda:**

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

5:5 **Routine One-Site Inspections and Consultations with Contractor:**

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

5:6 **Administrative Authority:**

The Owner shall be the administrative authority on the project.

5:7 **Issuance of Contractor Notice of Award:**

The Owner shall furnish the Consultant a Notice-of-Award before any work under this Contract

begins. Any work performed by the Consultant prior to receipt of the Notice-of-Award shall be performed at the Consultant's risk, and payment for such work may not be made.

5:8 **Plan Review and Permit Fees:**

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

**ARTICLE 6.
EQUAL EMPLOYMENT OPPORTUNITY**

6:1 During the performance of this contract, the Consultant agrees as follows:

6:1a **Non-Discrimination Policy:**

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

6:1b **Equal Opportunity Policy:**

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

6:1c **Labor Notice:**

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

6:1d **Department of Labor Compliance:**

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

6:1e **Department of Labor Reports:**

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

6:1f Violation of Non-Discrimination Clauses:

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

6:1g Subcontractor Contracts to Include Non-Discrimination and Labor Provisions:

The Consultant will include the provisions of paragraphs 6:1a through 6:1g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11256 of September 24, 1965, so that such provisions will be binding upon each subConsultant or vendor. The Consultant will enforce such provisions.

ARTICLE 7.

INTEREST OF MEMBER OF OR DELEGATE TO CONGRESS

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

ARTICLE 8.

OTHER PROHIBITED INTERESTS

OWNER'S REPRESENTATIVE NON-ASSOCIATING PERSONALLY WITH THIS CONTRACT:

No official of the Owner who is authorized in such capacity on behalf of the Owner to negotiate, make, accept, approve, or take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, material supply contract, or any subcontract in connection with the construction of the project shall become directly or indirectly associated personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity on behalf of the Owner to exercise any legislative, executive, supervisory, supply contract, or any subcontract in connection with (Cont.) the construction of the project, shall become directly or indirectly associated personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity on behalf of the Owner to exercise any legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or

indirectly interest personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any contract pertaining to the project.

ARTICLE 9. TERMINATION OF CONTRACT

- 9:1 **TERMINATION FOR CAUSE:** If, through no fault of the Owner, the Consultant shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Consultant shall violate any covenants, agreements, or stipulations of the Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination, and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. If the specified defaults are not remedied within the time set forth in such notice, in that event, all finished or unfinished documents required to be produced under this Contract, which includes studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant, shall, at the option of the Owner, become the Owner's property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. Notwithstanding the above, the Consultant shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Consultant, and the Owner may withhold reasonable amounts of the payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the Owner from the Consultant is determined.
- 9:2 **TERMINATION FOR CONVENIENCE OF OWNER:** The Owner may terminate this Contract at any time by a notice in writing from the Owner to the Consultant. In that event, all finished or unfinished documents and other materials as described in Article 14, Sections 14:1, 14:2, and 14:3 below, shall, at the option of the Owner, as provided herein, become the Owner's property, and the Consultant shall be paid an amount which bears the same ratio of the total compensation as the services actually performed bear to the total services of the Consultant covered by this Contract.
- 9:3 **TERMINATION BY CONSULTANT:** If, through no fault of the Consultant, the Owner shall fail to fulfill in timely and proper manner its obligations under this contract, or if the Owner shall violate any covenants, agreements, or stipulations of the Contract, the Consultant shall thereupon have the right to terminate this contract by giving written notice to the Owner of such termination, and specifying the effective date thereof at least ten days before the effective date of such termination. If the specified defaults are not remedied within the time set forth in such notice, the Consultant shall be compensated for all services performed to the effective date of termination together with all reimbursable expenses then due. In addition, the Consultant shall also be compensated for incurred direct costs required in writing by the Owner for which the Consultant can establish an obligation and which would have been compensated for over the life of the contract.

ARTICLE 10.

PROJECT CONSTRUCTION COST (DEFINED)

The Project Construction Cost, as stipulated in Section 1:2 herein or as amended, is defined as the anticipated total sum available to the Consultant for construction purposes, but not including any applicable sales tax, professional fees, the Owner's project contingency funds, or other charges incidental to the project.

ARTICLE 11. CONSULTANT'S ESTIMATES OF COST

- 11:1 The Consultant is not expected to guarantee its estimates of the construction costs. The Consultant shall notify the Owner in writing at any time its estimated costs vary from the project construction cost. The Consultant's written notification shall include a detailed explanation and shall provide suggestions for reducing the estimated cost to within the project construction cost.
- 11:2 The Owner shall reply promptly to the Consultant's notice and shall inform the Consultant either of adjustments in the program of requirements for the project or the adjustments to the project construction cost, by a combination of both of these measures, or of termination of the contract as in Article 9, Section 9:2.

ARTICLE 12. APPROVAL BY THE OWNER

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

ARTICLE 13. SUCCESSORS AND ASSIGNS

Neither party shall assign or transfer its interest in this Contract without the prior written consent of the other party.

ARTICLE 14. OWNERSHIP OF DOCUMENTS

14:1 All construction documents including reproducible drawings prepared by the Consultant shall be and remain the property of the Owner.

14:2 All presentation drawings, slides, and models shall be and remain the property of the Owner.

**ARTICLE 15.
COST OR PRICING DATA**

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

**ARTICLE 16.
CONTRACT CONTROVERSIES**

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

**ARTICLE 17.
NOVATION, CHANGE OF NAME OR ASSIGNMENT**

This contract is not transferable, or otherwise assignable, without the written consent of the Owner. However, the Consultant may assign monies received under the Contract after notice to the Owner and inclusion in the instrument of a statement to the effect that all parties agree that the right of the assignee in, and to any monies, shall be subject to prior claims of all persons or businesses for services or materials supplied for the performance of the work under this Contract.

**ARTICLE 18.
DEATH OR INCAPACITY**

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

**ARTICLE 19.
NOTICES**

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

University of Alaska Anchorage
Facilities Planning and Construction
3890 University Lake Drive, Suite 110
Anchorage, AK 99508-4669

Phone: 907.786.4900
Fax: 907.786.4901

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

Consultant Name
Address

Phone: _____
Fax: _____
Email: _____

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

**ARTICLE 20.
ASBESTOS AVOIDANCE**

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

**ARTICLE 21.
EMPLOYMENT PREFERENCE**

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

ARTICLE 22.
ANTI-KICKBACK PROVISION

The Consultant warrants that regarding this contract, neither the Consultant, nor any of its employees, agents, or representatives has violated, is violating, or will violate the provisions of the "Anti-Kickback" Act of 1986 (41 USC 51-58) which is incorporated by reference and made a part of this Contract.

ARTICLE 23.
CONTRACT WORK HOURS AND SAFETY STANDARDS

The Consultant and its subConsultants shall comply with applicable federal labor standards provisions of the Contract Work Hours and Safety Standards Act - Overtime Compensation (40 USC 327-333).

ARTICLE 24.
CLEAN AIR AND WATER ACT
WHEN THE CONTRACT AMOUNT EXCEEDS \$100,000

The Consultant shall comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and EPA regulations (40 CFR Part 15) which prohibits the use by federal Consultants or grant recipients, of facilities which are included on the Environmental Protection Agency (EPA) List of Violating Facilities.

ARTICLE 25.
PATENTS AND COPYRIGHTS

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

The Owner's regulations and the Board of Regents' policy shall govern regarding copyrightable materials or inventions developed in the course of or under this contract unless this contract is federally funded in which the case copyrightable materials and inventions may be subject to the regulations issued by the federal sponsoring agency.

ARTICLE 26.
AUDIT

It is understood that if the primary source of the Owner's funds for this project is Federal, the Contract is subject to Federal Audit, including access to, availability, and examination of Consultant records in accordance with the Contract General Provisions.

ARTICLE 27.
ADDITIONS OR DELETIONS TO THIS CONTRACT

ARTICLE 28.
GOVERNING LAW

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

ARTICLE 29.
EXTENT OF CONTRACT

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

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

ACCEPTED:

(CONSULTANT NAME)

By: _____
Name & Title

Date

Tax ID: _____

ACCEPTED:

UNIVERSITY OF ALASKA ANCHORAGE

All Required BOR Approvals obtained.

By: _____
xxxxxxxxx, Project Manager Date
UAA Facilities Planning & Construction

Funding Obtained By:

UAA FP&C Fiscal Manager Date

Approved by:

UAA Contracting Officer Date

Approved by:

John Faunce, Director Date
UAA Facilities Planning & Construction

EXHIBITS:

- A - Billing Form
- B - University Schedule of Reimbursable Expenses
- C - Schedule of Consultant Fees
- D - Proof of Insurance
- E - Contract Time Schedule
- F - Project Program

EXHIBIT A BILLING FORM

PROFESSIONAL SERVICES AGREEMENT
CONSULTANT BILLING FORM

CA# _____

Consultant: _____ Project: _____ UAF Project No.: _____ Contract Date: _____ Contract Total through Am # _____ Amendment Dated: _____	Payment No.: _____ For period: <u>date</u> to <u>date</u> Description of Services on this billing: _____ Final Payment?: Yes (circle if final)
--	---

Do not make entry or change formulas in shaded cells.

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

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

Signed by: _____
Date: _____

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

EXHIBIT A

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

Forms/Consult/EXHIBIT A - Consultant Billing Form
Rev: 9/2002

EXHIBIT B
UNIVERSITY OF ALASKA
SCHEDULE OF REIMBURSABLE EXPENSES

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

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

(1) Advance approval required.

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

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

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

D. University of Alaska Per Diem Allowance.

Reimbursement: The Contractor and his employees and subcontractors will be reimbursed the per diem rate for meals and lodging while traveling in regard to the Project where overnight

lodging is required.

Appropriate Rate: The appropriate per diem for a day is the rate prescribed for the community in which the Contractors obtain overnight lodging. Please refer to the University of Alaska Anchorage Travel Department website at <http://www.uaa.alaska.edu/budfin/aptravel/> for the current appropriate per diem rate to use for each region of Alaska.

Authorized travel outside Alaska will be allowed an appropriate per diem rate, please refer to the University of Alaska Anchorage Travel Department website at <http://www.uaa.alaska.edu/budfin/aptravel/> for current lodging and a meal allowance.

For the day travel begins or ends: The traveler shall be allowed one-half (1/2) of the basic meal and incidental expense (M&IE) allowance for each half-day period during which the traveler was on travel status. The half-day periods are as follows:

Midnight to Noon
Noon to Midnight

An M&IE allowance will not be paid for travel that is less than 12 hours.

EXHIBIT C
SCHEDULE OF CONSULTANT FEES

The following hourly rates will be paid for services by the Contractor when performing work on a time-and-materials basis as an extra service in accordance with Article 3 of the agreement. Word processing fees will be paid only for specifications or reports required by the scope of work.

CONSULTANT:

(Consultant name here)

Classification

Hour Rate

Principal

Associate

Project Manager

Engineer

Word Processor
