



NOME JOINT UTILITY SYSTEM

a component unit of **CITY OF NOME**

P.O. Box 70 • Nome, Alaska 99762 • (907) 443-NJUS • Fax (907) 443-6336

REQUEST FOR PROPOSALS

NJUS Engineering Services Term Agreement

Date of Release:	July 15, 2020
Pre-Proposal Conference:	July 29, 2020
Proposals Due:	August 14, 2020 by 5pm

TABLE OF CONTENTS

PART I	PROPOSAL DOCUMENTS Request for Proposals Information & Instructions to Proposer
PART II	SAMPLE AGREEMENT
PART III	GENERAL CONDITIONS
PART IV	SUPPLEMENTAL DOCUMENTS IVa – Moonlight Springs Reservoir IVb – Seppala Drive Water / Sewer Upgrades IVc – Front Street Water / Sewer Upgrades IVd – NJUS Tank Farm Construction or Relocation IVe – Operational Support Activities IVf – 2017 Water & Sewer Master Plan

PART I

PROPOSAL DOCUMENTS

REQUEST FOR PROPOSALS
NJUS Engineering Services Term Agreement

Nome Joint Utility System (NJUS) invites qualified firms to provide proposals for engineering services to support capital projects and utility operations.

The scope of work includes design development and construction phase services. Anticipated project work includes:

- Moonlight Springs Reservoir Construction
- Seppala Drive Water / Sewer Utility Upgrades
- Front Street Water / Sewer Utility Upgrades
- NJUS Tank Farm Construction or Relocation
- Engineering Support Services for Utility Operations

The RFP does not commit NJUS to award a contract, nor to pay any of the costs incurred in the preparation and submission of proposals in anticipation of a contract. NJUS reserves the right to waive irregularities and accept or reject any or all proposals. Also, while it is NJUS' preference to contract with a single vendor for this work, based on the proposals received NJUS may elect to contract with a firm for the fuel tank farm work and with a different firm for the water / sewer related work.

Submit four complete paper sets and a PDF version on a thumb drive of the proposal package to NJUS:

- Place in sealed envelope with proposer's name on the outside & marked **NJUS Engineering Services**
- Route to NJUS admin office at 1226 Port Road or mail to:
NJUS Engineering Services
NOME JOINT UTILITY SYSTEM
PO BOX 70
NOME, AK 99762
- Proposals Due: August 14, 2020 by 5:00 pm.

A pre-proposal conference will be held on July 29, 2020 at 2 pm. Attendance in person or by telephone / zoom is encouraged but not mandatory. Meeting coordination information will be sent to those on the planholders list two days prior to the meeting.

Interested persons may download documents from www.NJUS.org.

To receive project addendums, response to proposal questions, etc. you must be placed on the planholders list. Email KenM@NJUS.org to be placed on the planholders list. Downloading documents from the NJUS website will NOT automatically put you on the planholders list.

Nome Nugget: July 23; July 30 2020

INFORMATION & INSTRUCTIONS TO PROPOSER

1.1 Purpose

Nome Joint Utility System (NJUS) is soliciting proposals from qualified firms to provide professional services to support utility capital projects and utility operations. Based on a mutually agreed upon scope and budget, the Consultant's capital project related services will consist of the normal duties associated with a phased project development. These duties will vary by project but will generally include schematic phase engineering, design phase engineering, a construction documents phase, bidding assistance and construction engineering.

Duties to support utility operations will be based on a mutually agreed scope and budget specific to the nature of the work.

1.2 Background

MOONLIGHT SPRINGS RESERVOIR

Nome's drinking water is pumped from three wells adjacent to Moonlight Springs (MLS) located along the southwest base of Anvil Mountain. The water is conveyed by gravity along a 3.6 mile long pipeline to town where it is stored in one of the community's two 1MG storage tanks until it is pumped into the City's water distribution system for use.

NJUS proposes to install a water reservoir above the well field to take advantage of the elevation differential to pressurize the pipeline to town and reduce the costs of re-pressurizing the community's water distribution system at the Snake River Pump Station (located at the Snake River Power Plant). Additional goals include enabling distribution water pressure to the Nome-Beltz High School Complex, Anvil Mountain Correctional Center, Lester Bench, ADOT&PF complex, and to enable future development along the Nome-Teller Highway headed back toward Nome.

In addition to design for the new reservoir, it is expected that the design work will include modifications to the Moonlight Springs wells and wellhouse, the Beltz pumphouse and to the Snake River pump station.

SEPPALA DRIVE WATER / SEWER UPGRADES

Much of the water / sewer utilidor within the City of Nome was replaced in the 1980's using "Sclaircore" arctic pipe generally installed in a joint trench configuration. Unfortunately maintaining this early generation of arctic pipe systems has become increasingly challenging as the systems age:

- HDPE water line failures are a mix of failed butt fuses and longitudinal cracking away from joints (developing after 30 years of service).
- HDPE sewer line challenges are generally related to pockets of settlement that lead to poorly draining (and septic) sewers.

NJUS proposes to correct these deficiencies in concert with the Alaska Department of Transportation & Public Facilities (ADOT/PF) Seppala Drive Upgrades Project which is currently scheduled for 2022 construction.

NJUS anticipates professional services may include:

- Reviewing sewer camera footage to identify condition of gravity sewer system and recommend cost-effective mitigation measures,
- Provide engineering design services to address sanitary sewer condition and to replace remaining original Sclaircore water main and affected services within the project corridor,
- Coordinate with ADOT&PF's design team to incorporate the utility improvements within the State's highway contract,
- Coordinate design reviews & permitting with the applicable sections of the Alaska Department of Conservation,
- Coordinate materials procurement, and
- Represent NJUS during construction.

FRONT STREET DRIVE WATER / SEWER UPGRADES

The project that performed the Seppala Drive work discussed above also installed water / sewer "Sclaircore" systems within the Front Street corridor. Also similar to above, NJUS proposes to correct water / sewer deficiencies in concert with the ADOT&PF's Front Street Upgrades Project, which is scheduled for construction after 2023.

NJUS anticipates professional services for this project similar to that identified for the Seppala Drive effort.

NJUS TANK FARM CONSTRUCTION OR RELOCATION

NJUS' fuel tank farm was constructed in 1987, north of the port (Lot 1, Block 1, Plat 2007-14) on approximately 15' of imported gravels atop the native tundra. Mitigating settlement (from thaw/consolidation of high ice content silts and organic silts beneath the fill) has become increasingly expensive.

NJUS is proposing to shift fuel tank farm operations to a newly constructed facility, or to relocate its current facility to the north side of the West Nome Tank Farm (WTNF) parcel (Lot 5, Plat 2015-10). This site is immediately south of the Snake River Power Plant, which generates electricity for the community.

The WNTF parcel is being conveyed to the City of Nome from the United States Air Force (USAF), which previously operated and leased a tank farm on the parcel. The site has subsurface petroleum contamination from its historic use and is being encumbered with environmental covenants as part of the land transfer.

NJUS anticipates professional services may include:

- Surveying,
- Geotechnical / foundation design services,
- Design: foundation, pipeline / valving / pumphouse, cathodic protection, containment, truck loading rack, etc.,
- Environmental & Health / Safety related activities for compliance with Environmental Covenants,
- Coordination with applicable regulatory agencies,
- Construction administration activities, and
- Development of Operations & Maintenance (O&M) Manuals.

1.3 Pre-proposal Meeting

A pre-proposal meeting will be held at the date/time indicated above at NJUS' admin office at 1226 Port Road. Attendance in person or by telephone / zoom is encouraged but not mandatory. Meeting coordination information will be sent to planholders two days prior to the meeting.

1.4 Questions

Submit questions regarding this proposal via email to KenM@NJUS.org with the subject line of "Questions: NJUS Engineering Services"

All questions will be compiled, answered and distributed to all prospective proposers on the Planholder's List.

1.5 Preparation Costs

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

2.0 RULES GOVERNING COMPETITION

2.1 Examination of Proposals

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

2.2 Proposal Acceptance Period

Award of this proposal is anticipated to be announced within 30 calendar days of the Proposal Date.

2.3 Confidentiality

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

2.4 Proposal Format

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

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

2.5 Signature Requirements

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

2.6 Proposal Submission

Four (4) copies of the complete proposal package (plus a PDF set on a thumbdrive) are to be placed in a sealed envelope and submitted no later than the time indicated in Section 3.9 to:

NJUS ENGINEERING SERVICES
Nome Joint Utility System
PO Box 70
1226 Port Road (if hand delivered)
Nome, AK 99762

Please note that overnight delivery to Nome may not be available. Proposers are recommended to factor in Nome's remoteness to help ensure delivery by RFP closing.

2.7 Licenses and Certifications

Proposers shall include with their proposals copies of all relevant licenses, certificates, registrations and other credentials they possess that are required for performance under the contract.

2.8 Dispositions of Proposals

All materials submitted in response to this RFP will become the property of NJUS. A copy will be retained for the utility's files and will become public record after award of the Contract.

2.9 Oral Change / Interpretation

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

2.10 Modifications of Proposals

Proposers may modify their proposal by written request at any time prior to the RFP closing time/date. Proposals may be modified after proposal closing only as a result of negotiations. No oral or telephone modifications of any proposal submittal will be considered.

2.11 Withdrawal of Proposal

Proposers may withdraw proposals at any time by submitting a signed, written request on company letterhead.

2.12 Acceptance / Rejection of Proposals

NJUS may reject any or all proposals if the Utility determines that it is in the best interest of NJUS and may waive irregularities if they do not affect the competitive advantage of any proposer.

Also, while it is NJUS' preference to contract with a single vendor for this work, based on the proposals received NJUS may elect to contract with a firm for the fuel tank farm work and with a different firm for the water / sewer related work.

2.13 Choice of Law and Jurisdiction

The laws of the State of Alaska shall govern this RFP, and any legal action brought thereon shall be filed in the 2nd Judicial District at Nome, Alaska.

3.0 SCOPE OF WORK

3.1 Program and Budget

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

Duties to support utility operations will be based on a mutually agreed scope and budget specific to the nature of the work.

3.2 Task 1 – Schematic Phase Services

The Consultant shall perform services to help define design parameters, which may include: reviewing available information, surveying, camera sewer inspection, geotechnical investigations of a site for the purpose of informing a civil design, etc.

Submit a 50% preliminary design report. The report content will vary by project, but will generally include: project design criteria, a brief discussion of alternatives considered with more in-depth discussion of the preferred alternative, relevant drawings, maintenance considerations and a probable construction cost estimate.

3.3 Task 2 – Design Development & Construction Document Phase Services

Based on the Schematic Phase Services, the Consultant shall:

1. Develop plans (11" x 17"), specifications and estimates appropriate for the specific project.
2. If the utility work is to be performed as part of a larger project, the Consultant shall represent NJUS with the coordination effort.
3. Develop documents for NJUS' submission to ADEC, or other applicable governing entity.
4. Develop initial Operations and Maintenance Manual.

3.4 Task 3 – Construction Document Assemblies and Bid Opening

If to be NJUS bid, NJUS will provide standard front-end documents, including: Instructions to Bidders, General Conditions, Bid Form, Tax Compliance Form, and Contract Forms. If the work is to be constructed by others (i.e. Alaska DOT&PF), the contracting agency will provide this content.

The Consultant shall attend and participate in a pre-bid conference for prospective bidders and, if applicable, assist NJUS in preparing addenda.

3.5 Task 4 – Construction Phase Services

Services for this task will vary by project, but may include:

1. Developing procurement documents for construction materials.
2. Construction surveying and staking essential for project payment and completion.
3. Review and approval of submittals.
4. Responding to design clarification / variation requests (DCVR).
5. Providing occasional project observation and inspection to ensure compliance with construction documents.
6. Weekly reports to NJUS.
7. Reviewing and making recommendations on change orders.
8. Submittals to appropriate agencies.
9. Calculating and documenting quantities.
10. Preparing contractor pay estimates.
11. Substantial and final inspections.
12. Final report and as-built drawings.
13. Other tasks as identified in the general conditions.
14. Completion of Operations & Maintenance Manuals

3.6 Additional Services

Additional services shall consist of providing any other services not included in the Consultant’s basic services and will be authorized by a change order signed by both parties and compensated at the negotiated rate(s).

3.7 Timeline

RFP Date of Issue	7/15/2020
Pre-Proposal Conference (2pm)	7/29/2020
Deadline for Questions (5 pm)	8/12/2020
RFP Closing Date (5 pm)	8/14/2020
Notice of Intent to Award	8/20/2020
Protest Period Deadline (w/i 5 days of Intent to Award)	8/25/2020
Utility Board Consideration / Concurrence	8/27/2020

Moonlight Springs Reservoir	
Schematic Phase	10/30/2020
Design Development Phase	1/20/2021
Construction Documents Assembly / Bidding Phase	Spring 2021

Seppala Drive Water / Sewer Upgrades	
TBD to match DOT's PJ development schedule	2022 Constr \$
NJUS Tank Farm Relocation	
Schematic Phase TBD to follow USAF WNTF conveyance	Fall 2020
Front Street Water / Sewer Upgrades	
TBD to match DOT's PJ development schedule	>2023 Constr \$

4.0 PROPOSAL SUBMISSION REQUIREMENTS & AWARD CRITERIA

Organize the proposal in sections as indicated below. Limit the proposal to 15 pages single-sided, single-spaced pages in length, with a minimum font size of 12 points. Resumes, proof of licensing, certifications, etc. will not count against the sheet total.

4.1 Objectives – Weight 10

Describe your understanding of the objectives and challenges associated with the work proposed for this contract. Indicate why you believe it would be in NJUS' best interest to select your firm for this contract. Identify any distinct and substantive qualifications for undertaking the proposed contract. Describe your team's commitment to NJUS should you be awarded this contract.

4.2 Methodology and Innovative Strategies for Project Delivery - Weight 20

Describe your approach to cost-effectively providing services for remote projects and describe what, when, where, how, and in what sequence the work will be done.

Address how *particular* geographic familiarity, experience, and capabilities of your team (Prime Consultant and Proposed Subcontractors) might *specifically* contribute to the proposed methods. Identify the amount and type of work to be performed by any Subcontractors.

Projects to be accomplished under this term agreement may need to be fast-tracked. Describe your innovative strategies for accelerated project delivery.

4.3 Management – Weight 15

Response must describe the administrative and operational structures that will be used for performing the proposed contract. For example consider: who will have overall responsibility for the contract? Who will have direct responsibility for specific disciplines? What will the lines of authority be? For any individual who would be in "responsible-charge" as an Architect, Engineer or Land Surveyor, so

state and list his/her Alaska professional registration number. A graphic depiction is preferred in your response to this criterion. Your response should also identify where the various contract services will be performed, and how communications will be maintained between your Project Staff, NJUS, and (as applicable) any other government agencies.

4.4 Proposed Project Staff – Weight 25

Response must name the individuals to perform the following functions plus any other professional / technical functions you deem essential to perform the services:

1. Contract Management (contract compliance)
2. Project Management (single point-of-contact directly engaged in contract performance)
3. Civil Engineering
4. Mechanical Engineering
5. Environmental Services
6. Geotechnical Engineering
7. Surveying
8. Cost Estimating
9. Construction Administration / Construction Engineering

Describe the work to be performed by the individuals you name to perform essential functions and detail their specific qualifications and substantive experience directly related to the proposed contract.

For each person named, identify their: employer, professional discipline or job classification and state of residency. List at least three (3) professional references (contact persons and telephone numbers) for each person.

4.5 Workload and Resources – Weight 15

Provide information on your firm's resources, and their availability; how you will prioritize for this contract, and the location where the services will be performed.

4.6 Past Performance and Quality Control – Weight 15

Describe previous projects the project team has worked on that are related in size and scope to the projects anticipated to be accomplished under this contract. Describe the dollar amount of the projects and a brief narrative of the successes of the projects. Address how the experience will help your team to perform under this contract. Provide references (contact name and phone number) for each

project. Indicate which of the proposed firms and project staff was involved in each project.

Include in your response a description of your firm's quality control process and how this process has affected the quality of your deliverables. Use specific examples.

5.0 Selection Process

The Proposer with the highest total evaluation points may be invited into contract negotiations with NJUS. If an agreement cannot be reached with the highest ranked Proposer, NJUS shall notify the Proposer and terminate negotiations. NJUS reserves the right to reject any and all proposals submitted.

6.0 Appeal Process

Any aggrieved party must, within five (5) days of *notice of intent to award*, appeal in writing to the NJUS General Manager (GM), and shall describe with particularity the alleged errors in the award recommendation. If the aggrieved party's concerns are not satisfied by the GM's follow-up, NJUS will notify all proposers of the protest filing within three (3) working days after the protest is filed and the Nome Joint Utility Board (NJUB) shall hold an informal hearing at which all interested parties may participate no later than seven (7) working days after the protest is filed. The NJUB shall issue a written decision on the protest no later than twenty-four (24) hours after the conclusion of the informal hearing. The decision of the NJUB shall be final.

7.0 Sample Contract or Minimum Mandatory Contract Provisions

The successful proposer shall be required to enter into a contract which will be substantially similar to the sample.

PART II

SAMPLE AGREEMENT

NOME JOINT UTILITY SYSTEM

**AGREEMENT BETWEEN OWNER AND
CONSULTANT FOR ENGINEERING SERVICES**

MADE AS OF THE _____ DAY OF _____, 2020.

BETWEEN the OWNER: NOME JOINT UTILITY SYSTEM
PO Box 70
1226 Port Rd
Nome, AK 99762

AND the CONSULTANT:

FOR the PROJECT: NJUS ENGINEERING SERVICES TERM AGREEMENT

The Owner and Consultant agree as set forth below.

SECTION 1

THE WORK

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

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

SECTION 2

TIME OF COMMENCEMENT AND COMPLETION

The Consultant's performance of services required by this Agreement shall commence with a Notice to Proceed for each Phase and for each project covered under this term agreement.

SECTION 3

COMPENSATION

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

1. For the CONSULTANT'S BASIC SERVICES prior to the CONSTRUCTION PHASE, as described in ARTICLE 1 of the General Conditions, Compensation will be paid periodically on a time and expense basis in accordance with the Consultant's Cost Proposal and Fee Schedule as Attachment "B" hereto, in a total amount not to exceed sum as indicated on the written Notice to Proceed for the specified project.
2. For the CONSULTANT'S BASIC SERVICES during the CONSTRUCTION PHASE, as described in ARTICLE 1 of the General Conditions, Compensation will be paid periodically on a time and expense basis in accordance with the Consultant's Cost Proposal and Fee Schedule as Attachment "B" hereto, in a total amount not to exceed sum as indicated on the written Notice to Proceed for the specified project.
3. FOR THE CONSULTANT'S ADDITIONAL SERVICES, as described in ARTICLE 2 of the General Conditions, Compensation will be paid per ARTICLE 6 of the General Conditions in a total amount not to exceed sum as indicated on the written Notice to Proceed for the specified work.
4. The total payment under these contract documents, including payment for basic services, additional services and reimbursable expenses shall not exceed the amounts authorized by the Notice to Proceed for each respective project.

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

SECTION 4

ENUMERATION OF CONTRACT DOCUMENTS

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

1. The Request for Proposals (Attachment A).
2. Consultant's Proposal, including attachments and fee schedule (Attachment B).
3. The General Conditions of the Contract Between Owner and Consultant for Professional Design Services (Attachment C).
4. Addenda No. ____ (Attachment D).
5. All later change orders and Amendments to the Contract Documents (Attachment E).

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

SECTION 5

NOTICES

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

OWNER

ATTN: Contract Manager
Nome Joint Utility System
PO Box 70
Nome, AK 99762

Consultant

SECTION 6

EXTENT OF AGREEMENT

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

SECTION 7

NO THIRD-PARTY BENEFICIARY

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

IN WITNESS WHEREOF, the parties hereto have affixed their signatures:

NOME JOINT UTILITY SYSTEM

CONSULTANT (replace text)

John K. Handeland, General Manager & Chief Operating Officer

Name and Title of Office (replace text)

Date: _____

Date: _____

**APPROVED BY NOME JOINT UTILITY BOARD
NJUB R 20- Date:**

PART III

GENERAL CONDITIONS

GENERAL CONDITIONS OF THE CONTRACT

BETWEEN OWNER AND CONSULTANT FOR PROFESSIONAL SERVICES

ARTICLE 1

CONSULTANT'S BASIC SERVICES

1.1 Basic Services

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

1.2 Schematic Phase

1.2.1 Consultant shall review the program furnished by Owner to ascertain the requirements of the Project and shall review Consultant's understanding of such requirements with Owner.

1.2.2 Consultant shall provide a preliminary evaluation of the program and the Project budget requirements, each in terms of the other, subject to the requirements and limitations set forth in ARTICLE 4.

1.2.3 Consultant shall review with Owner alternative approaches to design and construction of the Project.

1.2.4 Based on the mutually agreed-upon program and Project budget requirements, Consultant shall prepare, for approval by Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and interrelationship of Project components.

1.2.5 Consultant shall submit to Owner a Statement of Probable Construction Cost based on elements of the Schematic Design Documents.

1.3 Design Development Phase

1.3.1 Based on the approved Schematic Design Documents and any other adjustments authorized by Owner in the program or Project budget, Consultant shall prepare, for approval by Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to

architectural, structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate.

1.3.2 Consultant shall submit to Owner a further Statement of Probable Construction Cost, in conformity with all elements of the Design Development Documents.

1.4 Construction Documents Phase

1.4.1 Based on the approved Design Development Documents and any further adjustments authorized by Owner in the scope or quality of the Project or in the Project budget, Consultant shall prepare, for approval by Owner, Construction Documents consisting of Drawings, Specifications, and other items as may be required to detail the requirements for the construction of the entire project in accordance with good design practice and all requirements of agencies having jurisdiction over the work.

1.4.2 Consultant shall provide all documents for this Project in a format and on media approved by Owner.

1.4.3 Consultant shall provide in the Construction Documents all of the necessary bidding information, including site plans, floor plans, elevations, sections and details sufficient to show all the requirements of the work. If required by Owner, Consultant shall prepare the Construction Documents for additive alternate bids, unit prices, and phasing of the work.

1.4.4 The substantial aspects of the design as indicated by the Working Drawings and Specifications shall comply with the requirements and regulations adopted pursuant to the Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act (ADA), and all requirements of local and state building, fire, mechanical, electrical and other codes in effect at the time of completion of the Construction Documents Phase of work.

1.4.5 Consultant shall prepare the required documents for the approval of federal, state and local governmental authorities having jurisdiction over the Project.

1.4.6 Consultant shall provide such additional information as may be required by regulatory agencies in order for such agencies to certify the relevant applications as complete.

1.4.7 Consultant shall submit to Owner a final Statement of Probable Construction cost of the project, including a bidding and design contingency of five percent (5%).

1.5 Bidding Phase

1.5.1 Consultant, following Owner's approval of the Construction Documents and the final Statement of Probable Construction Cost, shall assist Owner in preparing the Project Manual, Drawings and Bid Advertisements, in conducting a pre-bid conference, in preparing addenda, in reviewing bids, and in evaluating bidder's qualifications.

1.5.2 Consultant shall conduct any mandatory pre-bid conference and shall issue any addenda required to correct errors or omissions in the bid documents, or to clarify items in the bid documents.

- 1.6 Construction Phase – where Owner is the contracting agency. If another agency (for example the Alaska DOT&PF) is the contracting entity, Consultant’s activities will be defined by a contract amendment.
- 1.6.1 The Construction Phase will commence with the award of the Construction Contract and will terminate when the final Certificate for Payment is approved by Owner.
- 1.6.2 Consultant shall administer the Construction Contract as set forth herein, and the extent of Consultant's duties and responsibilities and the limitations of Consultant's authority as assigned hereunder shall not be modified without the written consent of both parties.
- 1.6.3 If the project is to be constructed with Owner Furnished Materials, Consultant shall:
 - a) Complete a materials take-off from the construction drawings.
 - b) Solicit competitive vendor quotations or bids (depending on procurement size) for materials and freight services.
 - c) Coordinate with vendors to obtain necessary approvals (AIS, Buy America, etc.) as required by the funding agency.
 - d) Draft requisition for material purchases.
 - e) Approve vendor shop drawings.
 - f) Inspect materials received at the Seattle dock and/or Anchorage dock to ensure vendor commitments have been met.
- 1.6.4 Consultant, as the representative of Owner during the Construction Phase, shall advise and consult continually with Owner. Both Consultant and Owner shall at all times have access to the Work wherever it is in preparation or progress. Instructions to the Contractor shall be issued through Consultant. Consultant shall have authority to act on behalf of Owner to the extent provided herein unless otherwise modified in writing. Consultant shall provide Owner with copies of all correspondence relating to the Project and shall promptly inform Owner of any circumstances affecting the quality, cost or completion of the work. Consultant shall organize a system of filing and transmitting all documents and correspondence relating to the project.
- 1.6.5 Owner shall have the right to make all final determinations whether an item or material, proposed by the Contractor as a substitute for a specified item or material, equals or exceeds the quality of that specified in the Construction Documents. Owner shall make a final determination within seven (7) days after receipt of written request by Consultant.
- 1.6.6 Consultant and Subconsultants, shall make periodic visits to the site, as approved by Owner in advance, for familiarization generally with the progress and quality of the work, conformance with the design intent and as required for completion of record drawings.
- 1.6.7 Consultant shall provide additional inspection services beyond those described herein upon request of Owner in accordance with ARTICLE 2.
- 1.6.8 Based upon the observations of the Project Observer at the site and upon the Contractor's Application for Payment, Consultant shall determine the amount then due to the Contractor and shall approve Certificates for Payment within 5 days after receipt thereof. Consultant's approval shall constitute a representation by Consultant to Owner, that the

work has progressed to the point indicated; that to the best of Consultant's knowledge, information, and belief, the quality of the work is in accordance with the contract documents; and that the Contractor is due payment in the amount certified. By issuing a Certificate for Payment as defined in the contract documents, Consultant shall not be deemed to represent that Consultant has made any examination to ascertain how, and for what purpose, the Contractor has used the monies paid on account of the contract sum.

- 1.6.9 Consultant shall demand proof of payment to subcontractors or materialmen, or releases from subcontractors or materialmen, before the issuance of a Final Certificate for Payment.
- 1.6.10 Consultant shall, in the first instance, interpret and explain the requirements of the contract documents, and be judge of the performance thereunder by the Contractor. Consultant shall make the initial decision on all claims and questions of the Contractor relating to the execution and progress of the Work, and on all other matters or questions related thereto.
- 1.6.11 Consultant shall have authority to reject Work, which does not conform to the contract documents. Whenever, in Consultant's reasonable opinion, Consultant considers it necessary or advisable to ensure the proper implementation of the intent of the contract documents, Consultant will have authority to require special inspection or testing of any Work in accordance with the provisions of the contract documents, whether or not such work be fabricated, installed, or completed.
- 1.6.12 Consultant shall review and accept (as complying with design concept and the requirements of the contract documents) or take other appropriate action upon the Contractor's submittals such as shop drawings, product data, and samples. Such action shall be performed within 5 working days after receipt of the Contractor's submittals. Consultant's acceptance of a specific item shall not indicate approval of assembly of which the item is a component.
- 1.6.13 Consultant shall prepare Change Orders for Owner's approval and execution in accordance with the contract documents. Consultant shall have authority to order minor changes in the work not involving an adjustment in Contract Sum or an extension of Contract Time, and not inconsistent with the intent of the contract documents. Consultant shall notify Owner in writing, on a form approved by Owner, of all changes including authorized extras at no additional cost.
- 1.6.14 Consultant shall conduct inspections to determine the dates of Substantial Completion and Final Completion as defined in the contract documents. Consultant shall determine the date of Substantial Completion and issue a Certificate of Substantial Completion allowing for beneficial occupancy by Owner. The Certificate of Substantial Completion shall set a reasonable time for the Contractor to complete the work and to correct any deficiencies noted by Consultant. Consultant shall make recommendations (based on then current market values and labor costs) of the amounts of payment to be withheld by Owner until the deficiencies are corrected and the Work completed. Consultant shall

receive, review, and transmit to Owner written guarantees, warranties, and related documents assembled by the Contractor. Consultant shall issue a final Certificate for Payment upon final completion of the work.

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

ARTICLE 2

CONSULTANT'S ADDITIONAL SERVICES

- 2.1 If any of the following additional services are authorized by Owner in writing, Owner agrees to pay Consultant in accordance with Consultant's Fee Schedule (as attached hereto). Prior to authorization Owner must be expressly informed that the services requested require additional Consultant fees and an estimate of the amount of additional fees must be provided by Consultant. Payment will be made in accordance with Article 6.
- 2.2 Consultant's additional services may include the following:
 - 2.2.1 Provide planning surveys, site evaluations, environmental studies, or comparative studies of prospective sites. Prepare special surveys, studies, and submissions required for approvals of governmental authorities or others having jurisdiction over the project. Providing Utility operational support.
 - 2.2.2 Provide design services relating to future facilities, systems, and equipment which are not intended to be constructed as part of the Project.
 - 2.2.3 Provide services to facilitate detailed appraisals and evaluations of existing conditions or facilities and make measured drawings thereof. Services may include surveys or inventories required in connection with construction performed by Owner.
 - 2.2.4 Prepare drawings and specifications for Change Orders requested by Owner, where the changed work was not envisioned by the approved construction documents and therefore results in a construction cost which exceeds the Consultant's Statement of Probable Construction Cost.
 - 2.2.5 Make major revisions in Drawings, Specifications, or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of Consultant.

- 2.2.6 Provide consultation concerning replacement of any Work damaged by fire or other causes during construction, and furnish service as may be required in connection with the replacement of such Work.
- 2.2.7 Provide services necessitated by default of the Contractor or by major defects or deficiencies in the Work of the Contractor or by failure of performance of either Owner or the Contractor under the contract for construction, unless such default or failure was caused by deficiencies in the Work of Consultant.
- 2.2.8 Provide extensive assistance in the utilization of any equipment or system, including supervision of initial startup; testing, adjusting and balancing of equipment; preparation of operation and maintenance manuals; training personnel for operation and maintenance; and consultation during normal operation of the Project.
- 2.2.9 Provide contract administration and observation of construction after the Construction Contract Time has been exceeded or extended by more than 30 days through no fault of Consultant and after 20 days' written notice thereof has been given to Owner by Consultant. In that event, compensation shall revert to the hourly rates delineated in the Fee Schedule attached hereto. Owner may, however, elect to administer the contract after receipt of such notice, and no payment will be made to Consultant for extended administration and observation performed prior to issuance by Owner to Consultant of a written order to continue providing contract administration.
- 2.2.10 Provide services required after the approval of the Contractor's final Certificate for Payment, but excluding completion of Record Drawings and necessary follow-up actions.
- 2.2.11 Prepare and serve as an expert witness in connection with any public hearing, arbitration proceeding, or legal proceeding in connection with the Project where Consultant is not at fault, and is not a party thereto, providing such activities occur within the one year warranty period as defined in the contract documents. For such activities occurring after the warranty period, the Fee Schedule for Additional Services shall be revised as mutually agreed to by the parties to the contract.
- 2.2.12 Provide any other services not otherwise included in this contract and not customarily furnished as basic services in accordance with generally accepted Consultant practice.

ARTICLE 3

OWNER'S RESPONSIBILITIES

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

ARTICLE 4

BUDGETS AND COST ESTIMATES

- 4.1 Statements of Probable Construction Cost and Total Budget Estimates prepared by Consultant represent Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Consultant nor Owner has any control over the cost of labor, materials, or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, Consultant cannot and does not guarantee that bids will not vary from any Statement of Probable Construction Cost or other cost estimate prepared by Consultant.
- 4.2 If a final Statement of Probable Construction Cost, including a 5% design contingency and any anticipated cost escalations through the proposed bid date, exceeds the Construction Budget of the Project, Owner shall either: (1) give written approval of an increase in such fixed limit; (2) cooperate with Consultant in revising the Project scope and quality as required to reduce the Probable Construction Cost; or (3) cancel the project.
- 4.3 If the lowest bona fide bid or negotiated proposal exceeds the amount budgeted as the construction cost for this project, Owner may elect to: (1) give written approval of an increase in such fixed limit; (2) cooperate in revising the Project scope and quality as required to reduce the Construction Cost; (3) authorize rebidding the Project within a reasonable time; or (4) cancel the project.
- 4.4 If Owner elects to reduce the scope or quality of the Project because the construction budget may be exceeded, either before or after the opening of bids, then Consultant, shall modify the Drawings and Specifications as necessary to bring the statement, estimate, or bid within the fixed limit.

4.5 Definitions

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

ARTICLE 5

PAYMENTS TO CONSULTANT

- 5.1 Payments for Consultant's Basic Services shall be made after approval by Owner of Consultant's submissions in accordance with the contract. Owner shall review each submission and invoice, and Owner shall pay the invoice amount to Consultant within 30 days after approval of Consultant's submission and invoice by Owner. If a submission is not approved by Owner, it shall be returned to Consultant for rework, and no payment to Consultant shall be made. Consultant shall rework the submission and transmit the reworked submission with a new invoice to Owner in a timely manner for review and approval by Owner in accordance with the contract.
- 5.2 Payments for Consultant's Additional Services as defined in ARTICLE 2 and for Reimbursable Expenses as defined in ARTICLE 7 shall be made upon presentation of Consultant's statement of services rendered in accordance with the contract.
- 5.3 If Consultant's Additional Services are terminated or suspended in whole or in part through no fault of Consultant, then Consultant shall be paid compensation for services performed prior to receipt of written notice from Owner of suspension or termination, subject to the provisions of ARTICLE 6 and ARTICLE 10. If the Additional Service is resumed after being suspended for more than 90 days, Consultant's compensation for the Additional Services shall be subject to renegotiation.
- 5.4 Consultant shall render a final billing to Owner for all retained compensation prior to final payment to Consultant. The final billing shall be rendered within 60 days after the Project has been closed out. Owner shall not be required to pay any amounts billed after this time.

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

ARTICLE 6

PAYMENTS FOR ADDITIONAL SERVICES

- 6.1 For the purpose of determining compensation for additional services of employees or Principals engaged on the Project by Consultant, gross hourly billing rates shall be used. The term employees shall include Consultants, Technicians, Draftsmen, and Secretaries who are engaged in consultation, research, and design, in producing Drawings, Specifications, and other documents pertaining to the Project, and in rendering additional services during construction at the site. Services of Subconsultants or other Professional Services contracted upon prior approval of Owner shall be billed at 1.1 times the basic fee cost without markup.
- 6.2 Gross hourly billing rates for additional services are noted on Consultant's Fee Schedule as an attachment hereto. Such hourly rates include all wages and salaries paid to Consultant's employees engaged on the Project, payroll taxes, other taxes required by state or federal law, benefits such as vacation, sick leave, retirement plans, pension funds, profit sharing, and any other benefits contracted for or agreed to by said employees and Consultant. Such hourly rates include compensation for any overtime worked by Consultant's employees and subconsultants, and also include Consultant's overhead and profit for additional services described herein.

ARTICLE 7

REIMBURSABLE EXPENSES

- 7.1 Reimbursable Expenses are included in the Compensation for Basic and Additional Services and include actual out-of-pocket expenditures made by Consultant, Consultant's employees, or Consultant's professional subconsultants in the interest of the Project. Reimbursable expenses do not include ordinary overhead expenses and are limited to the expenses listed in ARTICLE 7.
- 7.2 Reimbursable Expenses include the following:

- a. Transportation, meals (per <https://www.federalpay.org/perdiem/XXXX/alaska>) and actual lodging expenses when traveling with the prior approval of Owner in connection with the project, including Owner requested meetings with various committees, boards, City Administration, or City Council; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the project. Payment for meals will be
 - b. Expense of reproduction, postage, and handling of presentation Drawings, Working Drawings and specifications, including sets for the review of Owner or Consultants. Drawing size and number of review sets shall be requested in writing by Owner.
 - c. Expense of computer time for Drafting, Engineering calculations and computations, Surveying and Mapping, or other uses requiring specialized training, programs, or systems when used in connection with Additional Services.
- 7.3 Consultant shall not be reimbursed for those expenses for which Owner has not been billed within 90 days after the expenses have been incurred, except that the final billing shall be rendered within 60 days after Project closeout.

ARTICLE 8

INSURANCE

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

in Article 8.3, 8.4, and Employer's Liability shall list NJUS as additional insured. All policies and certificates of insurance shall provide that a written notice of any cancellation or modification will be delivered to Owner at least 30 days prior to the effective date of such cancellation or modification.

ARTICLE 9

CONSULTANT'S ACCOUNT RECORDS

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

ARTICLE 10

PROJECT CLOSE-OUT AND TERMINATION OF AGREEMENT

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

be paid only for the actual value of Consultant's services to date, less any damages or additional costs incurred by Owner as a result of Consultant's failure to perform Consultant's duties. In the event that additional costs to Owner exceed the amount of money then otherwise due and owing to Consultant, then Owner shall retain those monies and may immediately proceed against Consultant for excess damages.

ARTICLE 11

OWNERSHIP OF DOCUMENTS /DESIGNS

- 11.1 All Drawings, Specifications, and Designs are considered instruments of service. Owner shall retain an ownership interest in all instruments of service and any similar work including all intellectual property rights associated with them, whether or not completed, which are produced or provided by Consultant in performance of this contract, whether the project for which they are made is constructed or not. Owner and Consultant each reserve unlimited rights of use, without any further compensation, for this project and any subsequent project in which owner or consultant participate. Owner specifically relieves Consultant of any responsibility or liability pertaining to any subsequent use of the document by owner. Any Drawing, Specification, Design, or similar work produced or provided by Consultant in performance of this contract that contains a copyright in the name of the Consultant or any other entity other than Owner will not be accepted, and Owner will consider such submittal to be a breach of the contract.

ARTICLE 12

SUCCESSORS AND ASSIGNS

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

ARTICLE 13

INDEMNIFICATION

- 13.1 The Consultant shall indemnify, defend, and hold harmless the Owner 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 Owner for a claim of, or liability for, the independent negligent acts, errors, and omissions of the Owner. If there is a claim of, or liability for, a joint negligent act, error, or omission of the Consultant and the Owner, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "Consultant" and "Owner" include the employees, agents, and contractors

who are parties hereto. In this provision, "independent negligent acts, errors, and omissions" means negligence other than in the Owner's selection, administration, monitoring, or controlling of the Consultant, or in approving or accepting the Consultant's work.

Following are definitions for terms in the above clause:

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

ARTICLE 14

GOVERNING LAW

- 14.1 This contract shall be governed by the Laws of the State of Alaska, and any lawsuit brought thereon shall be filed in the 2nd Judicial District at Nome, Alaska.

ARTICLE 15

SEVERABILITY

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

ARTICLE 16

NONDISCRIMINATION

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

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

END GENERAL CONDITIONS

PART IV

SUPPLEMENTAL DOCUMENTS

- IVa – Moonlight Springs Reservoir
- IVb – Seppala Drive Water / Sewer Upgrades
- IVc – Front Street Water / Sewer Upgrades
- IVd – NJUS Tank Farm Construction or Relocation
- IVe – Operational Support Activities
- IVf – 2017 Water & Sewer Master Plan