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## REQUEST FOR PROPOSALS

### PROFESSIONAL PROJECT MANAGEMENT SERVICES FOR THE KETCHIKAN GATEWAY BOROUGH AQUATIC CENTER PROJECT

THIS IS NOT AN OFFER

RELEASE DATE: November 25, 2009

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The Ketchikan Gateway Borough is soliciting sealed proposals from qualified individuals or firms to provide project management services for the construction of a new aquatic center in Ketchikan, Alaska. The project manager shall provide: procurement of A/E services, procurement of Construction Manager/General Contractor services for pre-construction and construction, and other elements of the project that must be conducted in accordance with applicable DEED regulations.

To receive the Request for Proposals (RFP) contact: 907-228-6637, Office of the Borough Manager, Ketchikan Gateway Borough, 1900 First Avenue, Suite 210, Ketchikan, Alaska 99901. Requests for the RFP may be faxed to 907-228-6684 or emailed to [debbyo@borough.ketchikan.ak.us](mailto:debbyo@borough.ketchikan.ak.us). The RFP will also be posted on the Borough's website, [www.borough.ketchikan.ak.us](http://www.borough.ketchikan.ak.us). Even though the RFP documents are provided on-line, each company must register with the Borough by sending an email to: [debbyo@borough.ketchikan.ak.us](mailto:debbyo@borough.ketchikan.ak.us). **Proposals from unregistered respondents will not be accepted.** The required email must include: company name, address, and telephone & fax numbers. No faxed or oral proposals will be allowed.

**Proposal Submission Deadline:** To be considered, a complete sealed proposal package in the format requested **must be received at the Office of the Borough Clerk, 1900 First Avenue, Suite 115, Ketchikan, Alaska 99901 by 11:00 a.m. local time, December 22, 2009.**



Dan Bockhorst  
Borough Manager

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**SECTION ONE  
INTRODUCTION AND INSTRUCTIONS**

**Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for  
Receipt of Proposals**

Respondents must submit one original and six copies of their proposal (a total of seven sets of the proposal), in writing, to the Office of the Borough Clerk in a sealed envelope or box. The sealed envelope or box must be addressed as follows:

**PROPOSAL FOR PROJECT MANAGEMENT  
SERVICES FOR THE KETCHIKAN GATEWAY  
BOROUGH AQUATIC CENTER**

**Borough Clerk  
Ketchikan Gateway Borough  
1900 First Avenue, Suite 115  
Ketchikan, Alaska 99901**

Proposals must be received no later than 11:00 a.m., Alaska Time on December 22, 2009. Faxed proposals or oral proposals are not acceptable. A respondent's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation. Submissions with incomplete or omitted Proposal Documentation pages will be deemed non-responsive and the **Price – Proposal Component** will not be opened.

The price-proposal component must be enclosed in a separate sealed envelope placed within the sealed envelope or box containing all of the other proposal material. The envelope containing the price-proposal component must be clearly marked on the outside as follows:

**PRICE-PROPOSAL COMPONENT  
FROM [NAME OF RESPONDENT]**

**PROJECT MANAGEMENT SERVICES FOR THE  
KETCHIKAN GATEWAY BOROUGH AQUATIC CENTER**

NOTE: The Price – Proposal Component must be signed and dated by the person who prepares it. If that person is not authorized to bind the respondent, the price-proposal component must also be signed by a person who is authorized to bind the respondent.

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The proposal must also be signed by a person who is authorized to bind the respondent. Specifically:

1. A proposal by a corporation shall be executed in the corporate name by the president, vice-president, or other corporate officer. Evidence of authority to sign must also be provided. Such evidence may be in the form of a copy of the corporate bylaws; article of incorporation; resolution of the board; corporate certificate; or other reliable evidence.
2. A proposal by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. Evidence of authority to sign may be in the form of a copy of the partnership agreement or other reliable evidence.
3. A proposal by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. Such evidence may be in the form of a copy of the corporate bylaws; article of incorporation; resolution of the board; corporate certificate; or other reliable evidence.

A proposal by an individual shall show the proposer's name and business address.

Prior to the award of a contract, the Borough reserves the right to investigate and confirm the authority of the signer to bind the entity

**Ketchikan Gateway Borough Procurement Officer**

Debby Otte

907-228-6637, Fax 907-2286684

Email: [debbyo@borough.ketchikan.ak.us](mailto:debbyo@borough.ketchikan.ak.us)

***IMPORTANT: All individuals and firms who submit a proposal must first be registered with the Procurement Officer listed above.***

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## PROPOSAL CHECKLIST

This Proposal Checklist is a summary of the forms and materials required as part of your proposal. You are urged to thoroughly read the entire RFP. You must complete the checklist to ensure compliance with the submission requirements. This completed form must be included in the sealed proposal envelope.

**Place a check mark (“✓”) in the box next to each qualification when completed.**

### Procedural Qualifications

- Respondents must be registered (company name, address, and telephone & fax numbers) with the Borough Procurement Officer as indicated in the RFP solicitation.
- Proposals must be received in the office of the Borough Clerk no later than 11:00 a.m., Alaska Time on December 22, 2009.

### Form and Content of Proposals

- Proposals must be in a sealed envelope or box clearly marked **“PROPOSAL FOR PROJECT MANAGEMENT SERVICES FOR THE KETCHIKAN GATEWAY BOROUGH AQUATIC CENTER”** on the outside of the envelope or box in order to be considered responsive.
- Proposals must respond directly to the evaluation criteria for this project set out in Section 4 of this RFP and must include the contents set out in Section 6.
- Price – Proposal Component** must be submitted in a separate sealed envelope marked: **“PRICE – PROPOSAL COMPONENT; FROM [NAME OF RESPONDENT]; PROJECT MANAGEMENT SERVICES FOR THE KETCHIKAN GATEWAY BOROUGH AQUATIC CENTER”** within the outer sealed envelope or box. The price-proposal component must
  - state the anticipated number of hours to be spent on this project and hourly cost for **each** member of the project management team for **each** of the major areas of the project listed in A – N of Section 4.2 of the RFP;
  - state all other costs to be charged to the Borough (e.g., travel) for project management services;
  - state an estimated total cost for project management services based on a 15-month construction schedule; and
  - be signed and dated by the person who prepares it; if that person is not authorized to bind the respondent, the price-proposal component must also be signed by a person who is authorized to bind the respondent.
- Respondents must acknowledge the insurance requirements on the Proposal Documentation form.
- A total of seven sets of the proposal must be submitted; and one of the seven sets must be suitable for copying, specifically it shall not be bound and it shall be printed on one side of 8.5-inch by 11-inch white paper. The proposal must also include seven copies of the complete proposal (including the price-proposal component) in electronic format (MS Word or text-searchable PDF-document on a CD).

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- Respondents must include a statement of any intent to subcontract services or activities under the proposed project by listing subcontractors on the enclosed list or writing N/A if the use of subcontractors is not anticipated.
  - All pages of the Proposal Documentation section of the RFP must be submitted with the proposal. (The proposal content and format requirements are set out in Section 6 of the RFP).
  - All proposers, other than individuals, must include evidence of authorization to sign on behalf of the corporation, partnership, limited liability company or other organization.

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Company

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Date

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Signature and Title

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Printed Name

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## KETCHIKAN GATEWAY BOROUGH REQUEST FOR PROPOSALS

### PROJECT MANAGEMENT SERVICES FOR THE KETCHIKAN GATEWAY BOROUGH AQUATIC CENTER

#### SECTION 1. PROJECT OVERVIEW

##### 1.1 Project Background

The Ketchikan Gateway Borough (Borough) owns and operates Ketchikan's only existing public swimming pool, which was built in 1972 with a projected lifespan of 25 years (1972 - 1997). The pool was remodeled in 1993 and 1995, in part, to extend the life of the facility by 10 years (1997 - 2007).

In December 2006, the Borough Assembly formally recognized through Resolution No. 2015A that the "pool is nearing the end of its useful life and is in need of replacement." The Assembly established a committee to assist in "identifying swimming pool needs, swimming pool location and development of a conceptual design."

Committee members and others worked with Wayne Jensen of the architectural firm of Jensen-Yorba-Lott in Juneau and Richard C. Scott, AIA, an Aquatics Project Manager of Austin, Texas. The committee's work, which was substantially completed in May 2009, included conceptual designs and cost estimates for two versions of an aquatic center, one larger than the other (e.g., main pool of 6,752 square feet versus 3,954 square feet). The work also evaluated the option of renovating the existing pool.

In June 2009, the Borough Assembly evaluated the three options plus the "no action" alternative. By unanimous vote, the Assembly endorsed the larger option described in Section 1.3 of this RFP.

##### 1.2 Goals for the Project

The aquatic center must serve:

- the educational curriculum for students in grades K-12 of the Ketchikan Gateway Borough School District;
- as a competition venue for regional swimming meets;
- public recreational needs of the community; and
- as a setting for fitness, marine public safety training, wellness training, and therapeutic treatment.

The aquatic center must be designed and constructed in a manner that:

- promotes substance, quality, and function of the facility over form;
- ensures long-life of the aquatic center (ideally, 50+ years);
- minimizes the cost of operation (e.g., promotes energy efficiencies);
- minimizes the cost of maintenance and repair of the center; and
- promotes public use and enjoyment of the center.

Of course, the Borough's goals include completion of the project within budget, on time, and without litigation or other conflict.

### **1.3 Project Description**

The conceptual scope of the aquatic center project is outlined below:

- 34,813-square foot complex;
- Eight-lane main lap pool with separate diving well (6,752-square feet for the pool and diving well);
- One 1-meter diving board and one 3-meter diving board at the diving well of the main lap pool;
- Separate warm-water pool (3,150 square feet); and
- Recreational slide at the warm-water pool.

Twelve pages of conceptual design drawings dated December 4, 2007 (showing the larger and smaller aquatic center options), are incorporated in this RFP by reference and are available online at:

<http://www.borough.ketchikan.ak.us/RFP/RFP.htm>.

### **1.4 Project Site**

The Aquatic Center is anticipated to be constructed to *adjoin* (i.e., connect to) the Borough's Gateway Recreation Center located at 601 Schoenbar Road, Ketchikan. However, the architectural and engineering (A/E) services contractor to be selected for the project will be required to perform geotechnical analyses and other reviews of the site to determine its unquestioned suitability for an investment of an estimated \$23.5 million in principal by the taxpayers of the Borough.

### **1.5 Project Budget and Funding**

The project is estimated to cost \$17.4 million to construct, with a total project budget of \$23.5 million. A 63-page construction cost estimate dated April 20, 2009, is incorporated in this RFP by reference and is available online at:

<http://www.borough.ketchikan.ak.us/RFP/RFP.htm>.

This project will be funded by general obligation bonds approved by the voters of the Borough in October 2009. A portion (14.3% to 23%, based on a pending appeal) of the principal and interest costs on the bonds will be reimbursed by the State of Alaska Aid for Debt Retirement program administered by the Alaska Department of Education and Early Development (DEED). Accordingly, procurement of A/E services, procurement of Construction Manager/General Contractor services for pre-construction and construction, and other elements of the project must be conducted in accordance with applicable DEED regulations.

### **1.6 Project Schedule**

Once a Project Manager is selected, the Borough plans to proceed immediately with solicitation of A/E services. Construction is planned to begin in the fall of 2010 or early 2011, and is expected to be completed within 15 months.

## 1.7 Project Approach

With extensive assistance from the Project Manager, the Borough intends to select an A/E firm to design the Aquatic Center and a Construction Manager/General Contractor (CM/GC) for pre-construction and construction of this project. As outlined in DEED's *Project Delivery Method Handbook*,<sup>1</sup> use of the CM/GC delivery method will require approval of and coordination with DEED because of the partial State funding noted in Section 1.5.

## 1.8 Design Team

The aquatic center project will be designed by a professional A/E design team in consultation with the Project Manager and the CM/GC. The Project Manager will assist the Borough with selection of the A/E design team and CM/GC.

The firm selected to provide Project Management services will not be eligible to serve as the A/E services contractor, a subcontractor to the A/E services contractor, CM/GC services contractor, or a subcontractor to the CM/GC services contractor on this project.

## SECTION 2. PROJECT MANAGER SELECTION PROCESS

Responsive proposals received in response to this RFP will be reviewed by a Proposal Review Team (PRT) appointed by the Borough Manager. The top-ranked respondents may be short listed. The PRT may, at its discretion, decide to interview the short-listed firms. The PRT will present its rankings of the respondents to the Borough Manager for consideration. After reviewing the PRT's recommendations and the KGB's financial resources, the Borough Manager will present a recommendation to the Borough Assembly for its consideration. Final action will be solely at the discretion of the Borough Assembly.

The selection process must comply with procurement requirements of the Borough and DEED to ensure fair and open competition. The selection will be made on the basis of qualifications and fees. The Borough reserves the right to cancel this procurement effort and will not reimburse respondents for any costs of preparation or submission of proposals.

## SECTION 3. SCOPE OF WORK

Project management services will be required for the following:

1. To ensure that the project meets the Borough's goals outlined in Section 1.2 of this RFP;
2. To keep the Borough fully informed regarding the status of the project (e.g., budget, schedule, etc) through (a) written weekly reports, (b) special reports to be made immediately in the event of any major unanticipated occurrence or concern, (c) semi-monthly meetings during the pre-construction phase, (d) weekly meetings during the construction phase, and (e) meetings immediately in the event of any major unanticipated occurrence or concern;

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<sup>1</sup>Available online at: [http://www.eed.state.ak.us/facilities/publications/project\\_delivery\\_handbook.pdf](http://www.eed.state.ak.us/facilities/publications/project_delivery_handbook.pdf)

3. Compliance with all requirements of DEED for project funding including those outlined in the Project Agreement between DEED and the Borough (draft copy available online at <http://www.borough.ketchikan.ak.us/RFP/RFP.htm>, and compliance with any other agencies or organizations that might also provide partial funding (no organization other than DEED has yet committed funding);
4. Oversight of permitting and other requirements imposed by the City of Ketchikan, Ketchikan Gateway Borough, State of Alaska (including the “*Non-Exhaustive List of Potentially Applicable Statutes, Codes, regulations, Standards, and Guidelines*” prepared by DEED available online at <http://www.borough.ketchikan.ak.us/RFP/RFP.htm>, and the United States of America;
5. Preparation of an RFP for A/E services;
6. Assistance in selecting an A/E team services contractor;
7. Negotiating, preparation, and oversight of the A/E contract;
8. Application and coordination with DEED for permission to use the CM/GC delivery method;
9. Preparation of an RFP for selection of a CM/GC Construction Contractor;
10. Negotiating, preparation, and oversight the CM/GC Construction Contract;
11. Provide Construction Management and Administrative services, in part, through a qualified representative on site, full-time during construction;
12. Assist with procurement of Special Inspection services (Special Inspections are inspections required by the 2006 IBC, sec. 1704. These inspections require special competence, qualifications and expertise in a specific construction discipline (examples: steel welded connections, post-tensioned concrete, approved proprietary systems);
13. Manage the Special Inspections program;
14. Procurement of furnishings and equipment;
15. Commissioning of the new facility (commissioning is a quality-oriented process for achieving, verifying, and documenting that the performance of facilities, systems, and assemblies meets defined objectives and criteria); and
16. Project closeout including ensuring submission of all as-built drawings and operating and maintenance manuals to the Borough Clerk.

## **SECTION 4. SELECTION CRITERIA**

### **4.1 Criteria Other Than Cost**

Qualifying proposals will be scored individually by the PRT members noted in Section 2. Unless otherwise indicated, reviewers will judge whether the proposal exceeds, meets, partially meets, or does not meet the criteria listed in the RFP, and assign the appropriate point value, as follows:

- 0 points: Does not meet the criterion

- 5 points: Partially meets the criterion
- 10 points: Meets the criterion
- 15 points: Exceeds the criterion

Weights for each criterion are listed in the third column from the right in the table below. The weights will be applied to the raw score (0, 5, 10, or 15 points) given by the reviewers for each criterion. For example, under 1-a), if a respondent has had comparable experience on 20 projects of similar cost (\$23.5 million), size (34,000 to 35,000 square feet), and complexity (e.g., aquatic centers; or expansion of existing facilities), the proposal would receive a raw score of 15 points because the experience of the respondent exceeds the 10-project standard stated in the criterion. A weight of 0.210 would be applied to that raw score, resulting in a weighted score of 3.195 points for that criterion (15 X 0.210 = 3.195). However, if the respondent has had such experience for only 3 projects under 1-f), the proposal would receive 0.8 points (a raw score of 5 points X the weight of 0.160).

The cost criterion will be evaluated as outlined Section 4.2.

	EVALUATION CRITERIA	WEIGHT	SCORE	WEIGHTED SCORE
1.	<p><b>Experience of the “project management team” (i.e., the project manager and each professional staff member projected to spend an equal or greater amount of time than the project manager performing project management services on this project).</b></p> <p><b>The maximum total score on this component is 20 points.</b></p> <p><b>Proposals will be measured in terms of whether each project team member has had a role similar to the one planned for the Aquatic Center project (e.g., where the project manager has previously been a project manager), for at least ten projects that meet the criteria in a) through h) below.</b></p>			
	a). of similar cost (\$23.5 million), similar size (34,000 to 35,000 square feet), and similar complexity (e.g., aquatic centers; or expansion of existing facilities);	0.210		
	b). using the CM/GC Construction method;	0.163		
	c). involving value-engineering;	0.160		
	d). using life-cycle cost estimating intended to promote value in terms of asset life; operations; and maintenance and repair;	0.160		
	e). involving commissioning (a quality-oriented process for achieving, verifying, and documenting that the performance of facilities, systems, and assemblies meets defined objectives and criteria);	0.160		
	f). managing projects involving DEED funding;	0.160		
	g). including procurement of furnishings and moveable equipment; and	0.160		
	h). where timely reporting and accountability are	0.160		

	EVALUATION CRITERIA	WEIGHT	SCORE	WEIGHTED SCORE
	critical and where facilitating a public involvement stakeholder management process was required.			
2.	<p><b>Character, integrity, reputation, and judgment of the firm and project team.</b></p> <p><b>The maximum total score on this component is 20 points. A maximum of 2.5 points is available for each of the criteria set out in a) through d). A maximum of 10 points is available for the element set out in e).</b></p> <p><b>The criteria in a) through d) will be measured in terms of litigation and claims against professional liability insurance, whether the firm and members of the project team (when combined) have, during the past ten years:</b></p>			
	a). had claims filed (past, pending, or anticipated) against errors and omissions insurance (or other professional liability insurance) any projects; (0 points for claims in more than 7.5% of projects; 5 points for claims in 5% to 7.5% of projects; 10 points for claims in less than 5% but equal to or more than 2.5% of projects; and 15 points for claims in less than 2.5% of projects).	0.166		
	b).had lawsuits filed (past or anticipated) alleging professional negligence or other liability in any projects same scoring system as in 2a);	0.167		
	c) had claims or settlements paid in Project Management contracts in which the firm or team members provided professional services (same scoring system as in 2a); and	0.167		
	d). had claims (made or anticipated) against performance bonds or other surety (same scoring system as in 2a).	0.167		
	e) This criterion involves evaluation of the respondent's philosophy, skill, and experience in avoiding and dealing with disputes, claims, and litigation (discretion is afforded to the PRT in evaluating this element; a maximum of 10 points is allowed, the score for this element will be entered in the far-right column).			
3.	<p><b>Performance regarding budget and schedule control on prior contracts.</b></p> <p><b>The maximum total score on this component is 20 points.</b></p> <p><b>The criteria are set out in a) and b):</b></p>			
	a). 90% of the construction projects for which Project Management Services have been	0.667		

KETCHIKAN GATEWAY BOROUGH - RFP  
PROJECT MANAGEMENT SERVICES FOR THE KETCHIKAN GATEWAY BOROUGH AQUATIC CENTER

	EVALUATION CRITERIA	WEIGHT	SCORE	WEIGHTED SCORE
	provided have been completed within budget; and			
	b). 90% construction projects for which Project Management Services have been provided have been completed on schedule.	0.666		
4.	<p><b>Whether the respondent has the capacity to meet the Borough's goals set out in Section 1.2 and to complete the scope of work outlined in Section 3 of this RFP.</b></p> <p><b>The maximum total score on this component is 20 points.</b></p> <p><b>The criteria will be judged whether the respondent:</b></p>			
	a). has provided a persuasive explanation in the cover letter that the firm is qualified to provide project management services;	0.223		
	b). has offered a credible statement the respondent firm is likely to help the Borough achieve the goals outlined in Section 1.2 of this RFP;	0.223		
	c). has provided a realistic proposal to have the A/E team in place for this project (selection and negotiation of contract completed) within 75 days of execution of a project management contract;	0.223		
	d). has provided a realistic and responsible plan to have a CM/GC Construction Contractor in place in a timely manner;	0.222		
	e). provided a realistic plan to meet all other elements of the project scope; and	0.222		
	f). has a level of contractual or other obligations for other projects such that there is a reasonable likelihood that the respondent would be able to properly perform services on the Aquatic Center project on time and within budget.	0.222		
5.	<p><b>Project approach and ability to manage the project successfully. The maximum total score on this component is 5 points. These criteria are measured in terms of whether the respondent has provided a plan to ensure that:</b></p>			
	a). elected and appointed Borough officials will have adequate opportunity to review and have meaningful input in development of project documents (this is particularly critical with respect to RFPs and contracts);	0.111		
	b). the Borough receives weekly reporting on the status of the project, receives immediate reports in the event of significant unanticipated developments, meets with the project manager twice per month during the preconstruction phase, meets with the	0.111		

	EVALUATION CRITERIA	WEIGHT	SCORE	WEIGHTED SCORE
	project manager weekly during the construction phase, and meets with the project manager immediately in the significant unanticipated developments; and			
	c). the Borough is kept informed and consulted in terms of critical decisions and activities (e.g., project inspections; acceptance of critical materials; changes in anticipated conditions; communications between or among the project manager, A/E contractor, and the CM/GC contractor; and proposed change orders, etc.).	0.111		
<b>6.</b>	<b>Familiarity with the details of the project. The maximum total score on this component is 5 points.</b>			
	a). This criterion is determined on the basis of the respondent's understanding the elements of the project	0.333		
<b>7.</b>	<b>Cost of services. The maximum total score on this component is 10 points.</b>			
	<b>See below.</b>	0.20		

#### 4.2 Cost Criterion

Assuming a 15-month construction schedule, the respondent must state the anticipated number of hours to be spent on this project and hourly cost for **each** member of the project management team for **each** of the major areas of the project listed in A – N of this section of the RFP. All other costs to be charged to the Borough (e.g., travel) for project management services must also be listed.

##### *A. Reporting and Coordinating with Borough and DEED on Project*

This includes reporting and coordinating with the Borough to keep the Borough fully informed regarding the status of the project (e.g., budget, schedule, etc) through (a) written weekly reports, (b) special reports to be made immediately in the event of any major unanticipated occurrence or concern, (c) semi-monthly meetings during the pre-construction phase, (d) weekly meetings during the construction phase, and (e) meetings immediately in the event of any major unanticipated occurrence or concern. It also includes compliance with all requirements of DEED for project funding including those outlined in the Project Agreement between DEED and the Borough.

##### *B. Permitting and Dealing with Regulatory Agencies*

This includes oversight of permitting and other requirements imposed by the City of Ketchikan, Ketchikan Gateway Borough, State of Alaska, and the United States of America.

##### *C Preparation of an RFP for A/E services;*

##### *D. Assistance in selecting an A/E team services contractor;*

- E. Negotiating, preparation, and oversight of the A/E contract;*
- F. Application and coordination with DEED for permission to use the CM/GC delivery method;*
- G. Preparation of an RFP for selection of a CM/GC Construction Contractor;*
- H. Negotiating, preparation, and oversight the CM/GC Construction Contract;*
- I. Provide Construction Management and Administrative services, in part, through a qualified representative on site, full-time during construction;*
- J. Assist with procurement of Special Inspection services;*
- K. Manage the Special Inspections program;*
- L. Procurement of furnishings and equipment;*
- M. Commissioning of the new facility; and*
- N. Project closeout.*

The respondents must submit an estimated total cost for project management services based on a 15-month construction schedule. A determination will be made whether the total cost estimate provided by the respondent is balanced, credible, and realistic in terms of the likelihood that the project manager will be able to achieve the goals outlined in Section 1.2 of this RFP. If the respondent's estimate is not considered to be balanced, realistic, and credible, the respondent will be given zero points for this criterion. Non responsive cost estimates will not be factored in the scoring of other proposals.

The cost-of-services criterion will be scored on the basis of this estimate, factored such that the difference between the lowest **responsive** cost proposal and other proposals grows at a rate of twice the proportionate differential between offers. The score for the cost of services criteria =  $150 - (\text{Respondent's cost estimate} / \text{Lowest responsible cost estimate} \times 100)$ , where 50 is the maximum *unweighted* points available for the cost criteria.

The following example is offered where:

- Respondent A offers a responsive cost estimate of \$350,000;
- Respondent B offers a responsive cost estimate of \$400,000;
- Respondent C offers a responsive cost estimate of \$470,000; and
- Respondent D offers a responsive cost estimate of \$550,000

Applying the formula to the cost estimates above would yield the following *unweighted* scores:

- Respondent A's score would be:  $150 - (\$350,000 / \$350,000 \times 100) = 50$  points
- Respondent B's score would be:  $150 - (\$400,000 / \$350,000 \times 100) = 35.71$  points
- Respondent C's score would be:  $150 - (\$470,000 / \$350,000 \times 100) = 15.71$  points
- Respondent D's score would be:  $150 - (\$550,000 / \$350,000 \times 100) = 7.14$  points

## SECTION 5. SELECTION SCHEDULE

The following is the anticipated schedule for the Project Manager Selection Process. All dates are approximate and contingent upon the completion of previous activities.

Request for Proposals Issued:2	November 25, 2009
Proposals Due:	December 22, 2009
Proposal Review:	December 28, 2009
Interviews (If held):	December 28, 2009
Notice of Intent to Award:	December 30, 2009
Deadline for Appeal of Proposed Award:3	January 12, 2010
Consideration of Contract Award by Assembly:	January 18, 2010

## SECTION 6. PROPOSAL CONTENT AND FORMAT

The Borough recognizes that respondents are likely to commit significant resources in preparation of their proposals. Further, it is in the Borough's best interest to have maximum competition among respondents to provide project management services in order that the Borough retains the most qualified respondent, with consideration of cost. As such, it is in the best interests of the Borough and each respondent to avoid any question whether the respondent's proposal is responsive to this RFP. Therefore, it is crucial that respondents thoroughly read this entire RFP and carefully follow all instructions. It is not uncommon for a proposal to be deemed non-responsive by the Borough because of what some might consider are inconsequential errors or omissions by a respondent. For example, proposals have been rejected by the Borough because they were not sealed or properly marked on the outside as specified in the RFP. Respondents should assume that the form and content requirements of this RFP will be rigorously applied by the Borough in determining the responsiveness of proposals. A checklist is included in this RFP to help respondents avoid errors and omissions.

Proposals must respond directly to the evaluation criteria for this project. Additional material (other than that requested below) is not required or desired. Clarity and brevity are encouraged. Limit submittals as follows:

Proposal Checklist	Use form provided in RFP
Proposal Documentation	Use forms provided in RFP
Cover Letter	2 pages maximum
Response to Criteria Except Cost	15 pages maximum

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2 In accordance with 4 AAC 31.065, the selection of the project manager shall be accomplished by soliciting written proposals by advertising in a newspaper of general circulation at least 21 days before the proposals are due.

3 In accordance with 4 AAC 31.065(c), the Borough shall provide a procedure for administrative review of complaints by aggrieved respondents which allows them to appeal, within 10 days after the notice of intent to award, requesting a hearing with notice to interested parties, for a redetermination and final award in accordance with law.

Response to Cost Criterion  
Resumes

5 pages maximum  
2 pages maximum\*

\* per member of the project team

One page is defined as one side of a standard 8½" by 11" sheet of paper. Submittals shall be presented in 8 ½" by 11" format. A limited number of larger sheets may be included if folded to the 8 ½" by 11" format. Larger sheets will count as two pages. Tabs and/or divider pages do not count against the maximums. Small print should be avoided.

The following sections address the specific content expected for each portion of the proposal.

## 6.1 Cover Letter

In the cover letter, the respondent must:

- (1) state its understanding of the services to be performed,
- (2) explain why the respondent firm is the best qualified to provide those services,
- (3) state why the respondent firm is most likely to help the Borough achieve the goals outlined in Section 1.2 of this RFP, and
- (4) provide the name and contact information of the individual who is authorized to make representations and commitments on behalf of the respondent.

## 6.2 Response to Criteria

The Response to Criteria Except Cost may not to exceed 15 pages and should address the following

### A. *Experience of the "project management team"*

Provide information about the experience of the management team in terms of the eight criteria listed in part 1 of the scoring table set out in Section 4.1 of this RFP.

Describe the nature of work that will likely be conducted by subcontractors.

### B. *Character, integrity, reputation, and judgment of the firm and project team.*

Provide information about the character, integrity, reputation, and judgment of the firm and project team in terms of the five criteria listed in part 2 of the scoring table set out in Section 4.1 of this RFP.

### C. *Performance regarding budget and schedule control on prior contracts..*

Provide information about the firm's performance on Project Management Services in terms of the two criteria listed in part 3 of the scoring table set out in Section 4.1 of this RFP.

On projects for which Project Management services have been provided, describe the methods used to develop and control project budgets and to complete the project within budget.

On projects for which Project Management services have been provided, describe the methods used to manage the project schedule and assure timely completion of the project.

*D. Capacity to meet the Borough's goals outlined in Section 1.2 of this RFP and to complete the scope of work outlined in Section 3 of this RFP.*

Provide information about the firm's ability and capacity to meet the Borough's goals and to complete the scope of work in terms of the six criteria listed in part 4 of the scoring table set out in Section 4.1 of this RFP.

List the number of full-time staff currently employed and the projects on which the firm is currently working, has completed and future projects and commitments. Provide the value of these contracts and their schedules.

*E. Project approach and ability to manage the project successfully.*

Provide information about the firm's ability to manage the project successfully in terms of the three criteria listed in part 5 of the scoring table set out in Section 4.1 of this RFP.

*F. Familiarity with the details of the project.*

Demonstrate the firm's ability to manage the project successfully in terms of the criterion listed in part 6 of the scoring table set out in Section 4.1 of this RFP.

*G. Cost of services.*

Provide details about the cost of services as outlined in Section 4.2 of this RFP.

### **6.3 Resumes**

Provide resumes for each member of the project team that will be assigned to this project. Again, the "project team" consists of the project manager and each professional staff member projected to spend an equal or greater amount of time than the project manager performing project management services on this project. Include references with contact information for the two most recent relevant projects for each member of the project team.

Identify the individual who will have primary responsibility for each task and phase of the project. List name, title, intended role and responsibilities for the duration of the contract, educational background, specific qualifications related to role and responsibilities, past relevant experience, number of years of relevant experience, supervisory responsibilities if relevant, list of projects individual was associated with during the last five years including type of project, project cost and resume. Tasks and phases to address include technical analysis, engineering design, construction management, construction, training and post-contract monitoring. In response to Section 4.2 of this RFP, list the number of hours to be spent on this project and hourly cost for **each** member of the project management team for **each** of the major areas of the project listed in A – N of Section 4.2 of the RFP.

## SECTION 7. SUBMITTALS

To be considered, all Proposals must be delivered to the address below, in the required format, on or before the deadline, and in the number of copies required.

### 7.1 Deadline

All Proposals must be received no later than 11 a.m., Alaska Time on December 22, 2009.

### 7.2 Inquiry Deadline

Questions, objections, or protests relating to defects, errors, omissions or the content of the RFP, must be made in writing and received by the Borough Manager no later than 2:00 p.m., Tuesday, December 15, 2009, so that any necessary changes may be published and distributed to all interested parties.

### 7.3 Delivery Instructions

Proposals must be received by the Borough Clerk by the deadline noted in Section 7.1 at the address noted in Section 7.4.

### 7.4 Required Number of Copies

Each respondent must submit one original and six copies of its complete proposal (including the price-proposal component) in writing. Each respondent must also submit seven copies of its complete proposal (including the price-proposal component) in electronic format (MS Word or text-searchable PDF-document on a CD). The complete proposal must be submitted in a sealed envelope or box clearly marked on the outside as follows:

**PROPOSAL FOR PROJECT MANAGEMENT  
SERVICES FOR THE KETCHIKAN GATEWAY  
BOROUGH AQUATIC CENTER**

**Borough Clerk  
Ketchikan Gateway Borough  
1900 First Avenue, Suite 115  
Ketchikan, Alaska 99901**

A respondent's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

Proposals submitted by fax will not be accepted.

Each proposal must include a price-proposal component that is signed and dated by the person who prepares it. If that person is not authorized to bind the respondent, the price-proposal component must also be signed by a person who is authorized to bind the respondent.

The price-proposal component must be enclosed in a separate sealed envelope placed within the sealed envelope or box containing all of the other proposal material. The envelope containing the price-proposal component must be clearly marked on the outside as follows:

**PRICE-PROPOSAL COMPONENT  
FROM [NAME OF RESPONDENT]**

**PROJECT MANAGEMENT SERVICES FOR THE  
KETCHIKAN GATEWAY BOROUGH AQUATIC CENTER**

## SECTION 8. ADDITIONAL INFORMATION

- 8.1** Questions regarding the project or this RFP should be submitted in writing to the contact below. Substantive issues will be addressed in a written addendum to the RFP.

Address questions to:

Ketchikan Gateway Borough Procurement Officer

Debby Otte

Telephone: 228-6637

Fax: 228-6684

E-mail: [debbyo@borough.ketchikan.ak.us](mailto:debbyo@borough.ketchikan.ak.us)

- 8.2** **Insurance**. During the entire period of the project or work, the **Project Manager** shall provide the following types of insurance. All policies shall have a mandatory thirty-day cancellation clause.

- a. Workers' compensation as required by law and employer's liability coverage at a minimum of \$500,000. The Workers' compensation policy shall include a Waiver of Subrogation in favor of the Ketchikan Gateway Borough.

The Borough shall be insured as additional insured on all insurance policies except professional liability policies.

- b. Commercial general liability insurance, not excluding explosion, contractual liability or product/completed operation liability insurance - \$500,000 per occurrence and \$1,000,000 aggregate.

- c. Comprehensive automobile liability, bodily injury and property damage, including all owned, hired and non-owned, automobile - \$1,000,000 per each accident.

**8.3 Licenses and Registration.** The successful respondent must have a current Alaska Business License or have the ability to obtain one prior to execution of the contract.

During an opportunity for public review of a draft of this RFP, eleven questions were asked by prospective respondents. Those questions are repeated below in italics; answers are provided in bold type following each of the questions.

*1. It is understood that the submittal must follow the outline established and guidelines directed by the RFP. There is a systematic weighing evaluation and point accountability for each scope criteria. Are there also any subjective evaluations that may be considered during the proposal review and proponent selection process?*

**The selection will be made on the basis of qualifications and fees using only the criteria set out in Section 4 of the RFP applied to the information called for in Section 6 of the RFP. For the most part, the criteria are objective; however, there are some subjective measurements called for in the RFP.**

*2. The PRT will be comprised of how many individuals and [what is] their respective titles?*

**The Proposal Review Team (PRT) will be appointed by the Borough Manager. It is anticipated that the PRT consist of six individuals. The PRT will likely include two Borough Assembly Members, the Assistant Borough Manager, the Public Works Director, the Public Works Operations Manager, and Borough Finance Director.**

**The PRT will present its rankings of the respondents to the Borough Manager for consideration. After reviewing the PRT's recommendations and the KGB's financial resources, the Borough Manager will present a recommendation to the Borough Assembly for its consideration. Final action will be solely at the discretion of the Borough Assembly.**

*3. Do you have an established list available of interested PM firms to date?*

**No; however, the RFP is being widely advertised throughout Alaska and the Pacific Northwest.**

*4. Is the cost of the PM services contract allocated in a general fund set aside from the project cost [for design and construction as offered by general bonds and DEED]?*

**No. The cost associated with the Project Manager services contract will be paid from the \$23.5 million Aquatic Center Construction Fund.**

5. *What conditional location for the facility is available should the geotech information results prove the current location to be subject to risk?*

**No alternative site has been identified for the Aquatic Center.**

6. *Would the DEED funding allow for bidder design MEP services for the project?*

**The Borough has no reason to believe that DEED funding precludes bidder-design mechanical, electrical, and plumbing services for the project. However, the Borough does not consider this question to be critical to the preparation or consideration of proposals for Project Management services. Therefore, for purposes of this RFP, the question is deferred. The matter can be addressed with the Borough and DEED after the Project Manager has been selected.**

7. *Will permitting allow for phasing the project and possible fast tracking?*

**The permits and reviews required for this project will include (but are not necessarily limited to) building permits from the City of Ketchikan, a zoning permit from the Ketchikan Gateway Borough, and plan review by the City of Ketchikan Public Safety Department and the State Fire Marshal. Backup for permits will require a geo-technical report and a site plan. The site plan requirements are found in the Ketchikan Gateway Borough Code (Title 60) and should include lighting detail, signage, parking plan, drainage plan, and a landscaping plan. Attention should be give to traffic flow for emergency services, drop-off points for users of the Aquatic Center, traffic calming needs, and parking demand to include bus and large vehicle needs. A pre-development conference with officials of the Borough and the City of Ketchikan will be required to review conceptual site plan details and other development requirements.**

**The City of Ketchikan building permit application does not require 100% complete design documents to initiate work. In other words, the City of Ketchikan building permit system is flexible and will allow phasing the project (e.g., site grading, foundation, etc.) and fast tracking. Phasing will not affect the need for inspection points during construction. Upon review and approval, a site development permit (grading and site preparation) can be issued prior to construction and zoning permits. The site plan will be required to show build-out and the phasing schedule. The Borough Planning Department will be available to assist with any questions or concerns to expedite permitting.**

**The Borough's zoning permit review is a simple and quick process. The pre-development conference will address any preliminary concerns and facilitate permitting to keep the project on schedule. There are no fees for Borough zoning or sign permits. Fees are required for permits to be issued by the City of Ketchikan and the State Fire Marshal. The site is within a residential area and consideration to construction times and other impacts should be taken into account.**

**Ample time should be allowed for plan review by the State Fire Marshal, as that effort can be protracted due to workload and manpower in the State Fire Marshal's office.**

8. Does the Borough have a template document for RFP[s] for both A/E selection and CM/GC selection?

**No.**

9. Does the project allowable cost estimate allow for Owner contingency?

The table below sets out a **preliminary** budget for the Aquatic Center project **reflecting formula-driven figures based on DEED input**. It is stressed that these numbers are preliminary. It is also stressed that some of the budget categories are not entirely reflective of the proposed approach for this project. In particular, the scope of services to be provided by the Project Manager as outlined in this RFP is broader than the scope of work defined by DEED for “CM” or construction management.

In terms of the question regarding contingencies, it is noted that the construction figure included in the preliminary budget below is \$18,108,108, which is \$708,143 higher than the \$17,399,965 figure estimated by HMS on April 20, 2009. As outlined in more detail in the answer to question number 10 below, the HMS figure itself includes \$4,337,369 in contingencies. In addition, the preliminary budget set out in the table below includes \$905,406 in contingencies. Moreover, the \$1,267,568 allowance for Borough Administrative Overhead is likely excessive.

CM (by Project Manager)	\$362,162
Land	\$0
Site Investigation	\$50,000
Design Services	\$1,810,811
Construction	\$18,108,108
Equipment	\$814,864
Borough Administrative Overhead	\$1,267,568
Percent for Art	\$181,081
Project Contingency	\$905,406
Total	\$23,500,000

10. The Project Manager estimate allows for Design contingency at 15%, escalation contingency at 15.83% based on a spring 2011 construction start. Will these contingencies be incorporated into the project?

**A total of \$23.5 million is available for the project. The Borough expects to spend all – but no more than – \$23.5 million for the project to accomplish the project goals set out in Section 1.2 of the RFP. To do that, techniques such as value engineering and the use of additive alternatives in procurement for construction services are expected to be used.**

The goals outlined in Section 1.2 of this RFP include design and construction of an Aquatic Center that will promote substance, quality, and function over form. It is critical that the Aquatic Center be designed and constructed to serve a long life (e.g., 50+ years). Moreover, the Aquatic Center must be designed and constructed to minimize the cost of operation, maintenance, and repair.

The April 20, 2009, “Conceptual Design Submittal – Construction Cost Estimate” prepared by HMS, which estimated construction costs at \$17,399,965, including \$1,959,389 for the estimator's allowance for architectural and engineering requirements that are not apparent at an early level of design documentation and an additional contingency of \$2,377,980 for escalation from the date of estimate to the start of construction (spring 2011).

11. *What Borough individuals and titles of same will be involved in the project during the design phase and the construction phase?*

A number of Borough staff will be “involved” in some aspect of the project. Among them are the following:

- Dan Bockhorst, Borough Manager;
- Cynna Gubatayao, Assistant Borough Manager;
- Debby Otte, Administrative Assistant II;
- Scott Brandt-Erichsen, Borough Attorney;
- Mike Carney, Borough Public Works Operations Manager;
- Joe May, Borough Public Works Director;
- Wendy Mackie, Borough Parks and Recreation Department Supervisor;
- Mike Houts, Finance Director; and
- Tom Williams, Planning Director.

12. *To whom will the PM direct[ly] report?*

The Borough Manager.

**PROPOSAL DOCUMENTATION**  
(Must be included with all submitted proposals)

TO: The Ketchikan Gateway Borough, herein called the Borough:

Pursuant to and in compliance with the Request for Proposals, the undersigned respondent, being fully familiarized with all the terms of the specifications hereby proposes and agrees to deliver, within the time and in the manner stipulated in the proposal for the following:

**PROFESSIONAL PROJECT MANAGEMENT SERVICES FOR THE KETCHIKAN GATEWAY BOROUGH AQUATIC CENTER PROJECT**

1. Award of Project. The Borough shall have the right to reject this proposal and such proposal shall remain open and may not be withdrawn for a period of sixty (60) days after the date prescribed for its closing.

2. Notice of Acceptance. Notice of acceptance and award of the project or requests for additional information may be addressed to the undersigned Respondent at the business address set forth in this proposal.
3. Minimum Standards. The required work and/or specifications attached herein shall be considered as the minimum standards acceptable to the Borough. Any deviations, modifications, or alternatives proposed shall be specified and clarified by the respondent on the provided form as an EXCEPTION SUMMARY. Insufficient information pertaining to exceptions shall be at the respondent's risk and may result in rejection of the proposal.
4. Acknowledgment of Insurance Requirements.  
I, \_\_\_\_\_, acknowledge the insurance requirements as stipulated in the RFP.
5. Respondent certification.

By signature on this proposal documentation, respondent does certify that he/they comply with:

- a. all applicable local, state, and federal laws, including but not limited to, wage and hour laws and non-discrimination laws;
- b. all terms and conditions set out in this RFP;
- c. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- d. that the offer will remain open and valid for at least 60 days from the closing date of the RFP.

6. Receipt of Addenda. Receipt of the following Addenda to the RFP Documents is hereby acknowledged.

<u>ADDENDA NO.</u>	<u>DATE OF RECEIPT OF ADDENDA</u>	<u>SIGNED ACKNOWLEDGMENT</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

(Note: Failure to acknowledge receipt of any addenda will be considered an irregularity in the proposal and grounds for rejection.)

**RESPONDENT:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Alaska Business License No. \_\_\_\_\_

Company/Firm Name \_\_\_\_\_

Telephone \_\_\_\_\_

Fax No. \_\_\_\_\_

Mobile No. \_\_\_\_\_

Business Address \_\_\_\_\_

Email \_\_\_\_\_

Date \_\_\_\_\_, 2009.

***NOTE: If Respondent is a corporation, the legal name of the corporation shall be set forth above together with the signature of at least one officer authorized to sign contracts on behalf of the corporation; if Respondent is a partnership, the true name of the firm shall be set forth above together with a signature of the partner or partners authorized to sign contracts in behalf of the partnership, and if Respondent is an individual, the appropriate signature shall be placed above.***

**SUBCONTRACTORS:** The respondent may not subcontract greater than thirty-five percent (35%) of this project without prior written approval of the Borough. List all subcontractors who will be providing greater than five percent (5) of the project work and an approximate percentage of their individual participation by discipline.

**SUBCRONTRACTORS:**

Company/Firm Name \_\_\_\_\_

Telephone \_\_\_\_\_

Fax No. \_\_\_\_\_

Business Address \_\_\_\_\_

Company/Firm Name \_\_\_\_\_

Telephone \_\_\_\_\_

Fax No. \_\_\_\_\_

Business Address \_\_\_\_\_

Company/Firm Name \_\_\_\_\_

Telephone \_\_\_\_\_

Fax No. \_\_\_\_\_

Business Address \_\_\_\_\_









**PROFESSIONAL SERVICES AGREEMENT**  
**for**  
**PROJECT MANAGEMENT FOR THE KETCHIKAN GATEWAY BOROUGH**  
**AQUATIC CENTER**

**This Agreement** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the **Ketchikan Gateway Borough**, hereinafter "**Borough**", a general law municipality and a Borough of the second class, whose address is: 1900 First Avenue, Suite 210, Ketchikan, Alaska 99901, and \*\*\*\*\*, whose address is \*\*\*\*\*, and licensed and qualified to do business within the State of Alaska, hereinafter called "**Project Manager**."

1. **Engagement.** The **Borough** agrees to engage the **Project Manager** to perform those services described below, for completion of the project described as \*\* Project Name \*\*.
2. **Services.** The **Project Manager** warrants that it is qualified and properly licensed and agrees to perform certain services necessary for completion of the project, which services shall be set forth in Exhibit A.
3. **Relationship.** The **Project Manager** is an independent contractor and is not to be considered an agent or employee of the **Borough**. The **Project Manager** has no authority to bind the **Borough**.

**NOTE: THIS FORM OF AGREEMENT IS A STANDARD FORM USED BY THE BOROUGH FOR PROFESSIONAL SERVICES. IT IS RECOGNIZED THAT PARAGRAPHS 4 – 7, AND PERHAPS OTHER ELEMENTS OF THE AGREEMENT, WILL HAVE TO BE MODIFIED TO FIT THE TERMS OF THE PROPOSAL ACCEPTED BY THE BOROUGH.**

4. **Compensation.** As full compensation for the **Project Manager's** professional services performed hereunder, the **Borough** shall pay the **Project Manager** no more than \*\*\*\*\* Dollars (\$\*\*\*\*\*). All payments are subject to lawful appropriation. No additional compensation in excess of this amount may be claimed unless previously provided for by written amendment.
5. **Expense Reimbursement.** The **Project Manager** shall be entitled to reimbursement for actual expenses from the **Borough** for such expenditures as travel, advertising, printing/photocopying, postage and delivery, telephone and clerical charges. Authorized reimbursable expenses are included in the total amount stipulated in Paragraph 4. The **Project Manager** shall provide the **Borough** with a listing of expenses by category of expenditure as a part of any billings.
6. **Compensation for Additional Services.** In the event the **Borough** requires services in addition to those described in Paragraph 2, the **Project Manager** shall be compensated at a negotiated rate for professional services, plus

reimbursement of expenses.

7. **Method of Payment.** Payment will normally be lump sum at the completion of the work and acceptance of said work by the **Borough**. Progress payments may be considered by the **Borough** upon written request from the **Project Manager** for a total amount not to exceed 50% of the total contract value. Such payments, if approved by the **Borough**, will be payable no more frequently than monthly.
8. **Ownership.** All original documents, including but not limited to, tracings, plans, specifications, maps, reports, basic work notes, sketches, charts, computations, photographs and original negatives thereof, and all other data prepared, obtained or received by **Project Manager**, in the performance of this agreement, shall be and become the sole and exclusive property of the **Borough**.
9. **Term.** The term of this Agreement shall commence on issuance of Notice to Proceed, at which time the **Project Manager** shall begin work on the project and continue, subject to the termination provisions of Paragraph 10, until **\*Time Frame\*** or until the project is completed, whichever occurs first.
10. **Termination.** This agreement may be terminated: (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the **Project Manager** shall stop work immediately and shall be entitled to compensation for professional service fees and for authorized expense reimbursement to the date of termination; and the Contractor shall provide to the **Borough** all work product completed or in progress at such date and communicate such recommendations and conclusions to the **Borough** as may have been formed by such date.
11. **Hold Harmless and Indemnify.** The **Project Manager** agrees to appear and defend, indemnify and hold the Borough, its officers, employees and agents harmless from any and all claims, lawsuits, liabilities, penalties, or fines, including attorney's fees and costs relating to damages or loss during the course of and as a result of the **Project Manager's** negligent acts, errors or omissions.
12. **Insurance.** During the entire period of the project or work, the **Project Manager** shall provide the following types of insurance. All policies shall have a mandatory thirty (30) day cancellation clause.
  - a. Workers' compensation as required by law and employer's liability coverage at a minimum of \$500,000. The Workers' compensation policy shall include a Waiver of Subrogation in favor of the Ketchikan Gateway Borough.

The Borough shall be insured as additional insured on all insurance policies except professional liability policies.

- b. Commercial general liability insurance, not excluding explosion, contractual liability or product/completed operation liability insurance - \$500,000 per occurrence and \$1,000,000 aggregate.
- c. Comprehensive automobile liability, bodily injury and property damage, including all owned, hired and non-owned, automobile - \$1,000,000 per each accident.

**13. Non waiver.** No delay or omission of the right to exercise any power by the Borough shall impair any such right or power, or shall be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this agreement by the Borough shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by the Borough to any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

**14. Successor and Assigns.** Except as otherwise provided herein, the covenants, agreements, and obligations herein contained shall extend to bind and inure to the benefit not only of the parties hereto but their respective personal representatives, heirs, successors and assigns.

**15. Time of the Essence.** Time is of the essence of each term, condition, covenant and provision of this agreement.

**16. Contract Documents.** The Contract, and the component parts of this Contract, entered into by the acceptance of the **Project Manager's** Proposal and the signing of this Agreement consist of the following documents, all of which are component parts of said Contract and are as fully a part thereof as if herein set forth in full, and if not attached, as if attached hereto:

- a. This Agreement;
- b. Proposal documentation as accepted;
- c. Notice to Proceed
- d. Written amendments, including Change Orders, if any, to this Agreement signed by both parties entered into after execution of this Agreement;
- e. Certificate of Insurance;
- f. State of Alaska, Department of Labor & Workforce Development, Schedule of Laborers' and Mechanics' Minimum Rates of Pay, year dated September 1, 2009 - as hereafter amended from time to time – Reference documentation;

**17. Miscellaneous.**

- a. The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
- b. Neither this agreement nor any rights or obligations hereunder shall be assigned or delegated by the **Project Manager** without the prior written consent of the **Borough**.
- c. This agreement shall be modified only by a written agreement duly executed by the **Borough** and the **Project Manager**.
- d. The **Project Manager** shall comply with all applicable local, state, and federal laws, including but not limited to, wage and hour laws and non-discrimination laws.
- e. Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
- f. This agreement shall be governed by and construed in accordance with the laws of the State of Alaska.
- g. All notices required or permitted under this Agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by given written notice to the other party.

**APPROVED:**

Dated: \_\_\_\_\_, 2009

**Project Manager.**

By: \_\_\_\_\_  
Signature/Title

Dated: \_\_\_\_\_, 2009

**Ketchikan Gateway Borough**

By: \_\_\_\_\_  
Dan Bockhorst, Borough Manager

KETCHIKAN GATEWAY BOROUGH - RFP  
PROJECT MANAGEMENT SERVICES FOR THE KETCHIKAN GATEWAY BOROUGH AQUATIC CENTER

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Attest:

By: \_\_\_\_\_  
Kacie Paxton  
Borough Clerk

Approved as to Form:

Certified Funds Available:

By: \_\_\_\_\_  
Scott A. Brandt-Erichsen  
Borough Attorney

By: \_\_\_\_\_  
Michael J. Houts  
Director of Finance

Account No.: \_\_\_\_\_

**BOROUGH ACKNOWLEDGMENTS**

STATE OF ALASKA                    )  
  ) ss.  
FIRST JUDICIAL DISTRICT         )

**THIS IS TO CERTIFY** that on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me, the undersigned, a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared **Dan Bockhorst** to me known to be the **Borough Manager** of the **Ketchikan Gateway Borough**, a municipal corporation, the corporation which executed the above and foregoing instrument; who on oath stated that he was duly authorized to execute said instrument on behalf of said corporation; who acknowledged to me that he signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

**WITNESS** my hand and official seal the day and year in the certificate first above written.

(Seal)

\_\_\_\_\_  
**NOTARY PUBLIC FOR ALASKA**  
My Commission Expires: \_\_\_\_\_

STATE OF ALASKA                    )  
  ) ss.  
FIRST JUDICIAL DISTRICT         )

**THIS IS TO CERTIFY** that on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me, the undersigned, a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared **Kacie Paxton** to me known to be the **Borough Clerk** of the **Ketchikan Gateway Borough**, a municipal corporation, the corporation which executed the above and foregoing instrument; who on oath stated that she was duly authorized to execute said instrument on behalf of said corporation; who acknowledged to me that she signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

**WITNESS** my hand and official seal the day and year in the certificate first above written.

(Seal)

\_\_\_\_\_  
**NOTARY PUBLIC FOR ALASKA**  
My Commission Expires: \_\_\_\_\_







**EXHIBIT A - SCOPE OF WORK**

See RFP

## INSURANCE CERTIFICATE