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## REQUEST FOR PROPOSALS

### PROFESSIONAL ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE KETCHIKAN GATEWAY BOROUGH AQUATIC CENTER PROJECT

THIS IS NOT AN OFFER

RELEASE DATE: February 5, 2010

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The Ketchikan Gateway Borough (Borough) is soliciting sealed proposals from qualified individuals or firms to provide architectural and engineering design (A/E) services for the construction of a new aquatic center in Ketchikan, Alaska. A/E services must be conducted in accordance with applicable requirements of the Alaska Department of Education and Early Development (DEED).

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 online, 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 the: company name, address, telephone number, and fax number. 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 2 p.m. local time, March 2, 2010.**



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Dan Bockhorst  
Borough Manager

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## **KETCHIKAN GATEWAY BOROUGH REQUEST FOR PROPOSALS**

### **ARCHITECTURAL AND ENGINEERING DESIGN 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.

In October 2009 general obligation bonds were approved by the voters to fund design and construction of the Ketchikan aquatic Center.

In January 2010, RISE Alaska, LLC was contracted as the project manager and will provide comprehensive project management and construction management services for this project. RISE has been retained to represent and serve the interests of the Borough.

##### **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.

The project is one of the largest public works building projects to be built in Ketchikan in recent years and represents an investment of an estimated \$23.5 million in principal by the taxpayers of the Borough. 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 and preferably connect to the Borough's Gateway Recreation Center located at 601 Schoenbar Road, Ketchikan. The original drawings and geotechnical investigation for the existing Gateway recreation center can be found at <http://www.borough.ketchikan.ak.us/RFP/RFP.htm>. The architectural and engineering (A/E) services contractor to be selected for the project will be required to perform geotechnical, civil, and structural engineering investigation, analyses, and other reviews of the site to determine its unquestioned suitability to meet the established project goals of longevity, durability, and minimum life cycle costs. The graphic showing the Gateway Recreation Center and the preferred and alternate locations for the Aquatic Center can be found at <http://www.borough.ketchikan.ak.us/RFP/RFP.htm>.

### **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 is funded by general obligation bonds approved by the voters of the Borough in October 2009. A portion of the principal and interest costs on the bonds will be reimbursed by the State of Alaska Aid for Debt Retirement program administered by DEED. Accordingly, procurement of A/E services, procurement of Construction Manager/General Contractor – Best Value 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**

The A/E Design NTP for this Ketchikan Aquatic Center is anticipated to be issued on April 6, 2010, pending Assembly approval of the A/E design contract on April 5, 2010. The preliminary project schedule calls for a Guaranteed Maximum Price Contract Award based on 100% construction documents no later than February 2011. An early site work and utility package must be completed no later than October 2010. Construction is planned to begin in fall 2010, and is expected to be completed within 15 months.

### **1.7 Project Approach**

Pending necessary approvals from DEED, the Borough intends to use the Construction Manager/General Contractor – Best Value (CM/GC BV) delivery approach for pre-construction and construction of this project. The project team will include the A/E firm hired through this solicitation, a CM/GC BV Construction Contractor hired at the completion of Schematic Design, and RISE Alaska, LLC currently under contract to the Borough as the Project Manger. The project team shall report directly to the Borough Manager.

### **1.8 Prospective Respondents Must Register**

All individuals and firms who plan to submit a proposal must first be registered with the Borough by sending an email to the office below stating the company name, address, telephone number, and fax number. The email must be sent to:

Ketchikan Gateway Borough Procurement Officer  
Debby Otte  
907-228-6637, Fax 907-228-6684  
Email: [debby@borough.ketchikan.ak.us](mailto:debby@borough.ketchikan.ak.us)

## **SECTION 2. A/E DESIGN TEAM 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. 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

The Borough is requesting proposals from qualified individuals, firms or team of professionals to provide A/E Services for the Ketchikan Aquatic Center.

Scope of work includes:

1. **Geotechnical, civil, and structural engineering investigation** - The A/E team will review the preferred and alternative sites (if necessary) to confirm suitability for Aquatic Center site selection and construction.
2. **Schematic Design Services** – The A/E team will work with the Borough, DEED and selected stakeholders to develop program documents and 35% schematic design documents. Schematic Design documents including cost estimate will be provided to DEED for review and approval prior to continuation to the Design Development phase of the project.
3. **Design Development Services** – The A/E team will develop 65% design documents. This scope includes coordination with the selected CM/GC BV construction contractor's preconstruction services efforts including value engineering, constructability reviews and reconciliation of construction cost estimates with A/E estimate. Design development documents including cost estimate will be provided to DEED for their review and approval prior to continuation to the Construction Documents phase of the project.
4. **Construction Documents for Early Site Work and Utilities** - The A/E team will be required to prepare an early site package to include as a minimum demolition, deep utilities, and any required excavation, backfill and site grading of the site. The goal is to begin construction at the earliest possible date whereby the construction contractor can efficiently construct the Aquatic Center. Includes coordination with the selected CM/GC BV construction contractor's preconstruction services efforts including value engineering, constructability reviews and reconciliation of construction cost estimates with A/E estimate.
5. **Construction Documents for Complete Facility** – The A/E team will prepare 95% design review documents plus 100% Construction documents. Includes coordination with the selected CM/GC BV construction contractor's preconstruction services efforts including value engineering, constructability reviews and reconciliation of construction cost estimates with A/E estimate. 95% design review documents and 100% construction documents including cost estimate will be provided to DEED for their review and approval prior to continuation to the construction phase of the project.

6. **Construction Administration** – A/E construction administration services will include but are not limited to weekly coordination meetings (via teleconference) and site visits (as required), submittal review and coordination, RFI responses, RFP review and recommendations, supplemental design instructions as necessary, pay estimate review, final inspections and punch listing, and O&M Manual review and approval.
7. **Compliance with Title 60 of the Ketchikan Gateway Borough Code of Ordinances (Code)** The A/E team will ensure conformity with Borough site development requirements. A pre-development meeting with all applicable Borough departments and instrumentalities such as the School District, and other government agencies will be coordinated by the Borough Planning Department at the earliest point in the development of a conceptual/preliminary site plan. Compliance with development regulations such as yard setbacks, parking, and utility easements as well as input for design and requirements of other agencies will assist in the permitting and development process.
8. **Cost estimates at Schematic, Design Development and Construction Document phases including the early site package.**
9. **Commissioning Plan and Administration**
10. **Evaluation of Bio-fuel boilers** – The A/E team will evaluate the use at the Aquatic Center and the other Borough owned buildings on the site.
11. **Specifications for facility FF&E.**
12. **Provide As-Built drawings** in both AutoCAD and PDF electronic formats.

Reimbursable expenses may only include document printing costs and travel expenses. Any other reimbursable must be preapproved. Reimbursable expenses will be paid at cost plus 10%. No compounding will be allowed for subcontractor reimbursable costs.

## SECTION 4. SELECTION CRITERIA

Qualifying proposals will be scored 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 respondent team members have all had superior

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experience on many 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. A weight of 0.333 would be applied to that raw score, resulting in a weighted score of 5 points for that criterion (15 X 0.333 = 5 points). However, if the respondent team members have had little experience, the proposal would receive 1.665 points (a raw score of 5 points X the weight of 0.333).

	EVALUATION CRITERIA	WEIGHT	SCORE	WEIGHTED SCORE
1.	<p><b>Experience of the “A/E Design Team” (i.e., architectural designers, engineering team and other professional staff members).</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 project team members have held roles similar to the one planned for the Aquatic Center project for projects that meet the criteria in a) through i) below.</b></p> <p><b>A/E experience with swimming pools is critical. Recognition of the particular challenges presented by the climate in Ketchikan are also crucial.</b></p>			
	a). of similar scope (e.g., swimming pools, aquatic centers and expansion of existing facilities); similar cost (\$23.5 million), similar size (34,000 to 35,000 square feet)	0.333		
	b). in Southeast Alaska or similar maritime environments	0.333		
	c). other projects with the Borough or local or state government agencies;	0.095		
	d). using CM/GC project delivery approach;	0.095		
	e). involving value-engineering;	0.095		
	f). using life-cycle cost estimating intended to promote value in terms of asset life; operations; and maintenance and repair;	0.095		
	g). involving commissioning (a quality-oriented process for achieving, verifying, and documenting that the performance of facilities, systems, and assemblies meets defined objectives and criteria);	0.095		
	h). including procurement of furnishings and moveable equipment; and	0.095		
	i). involving stakeholders and/or a Building Committee in the design process	0.095		
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 3.33 points is available for each of the criteria set out in a) through c). A maximum of 10 points is</b></p>			

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	EVALUATION CRITERIA	WEIGHT	SCORE	WEIGHTED SCORE
	<p>available for the element set out in d).</p> <p>The criteria in a) through d) will be measured in terms of litigation and claims against professional liability insurance, whether the prime firm and members of the A/E team (when combined) have, during the past ten years:</p>			
	a). During the past 10 years had claims filed (past, pending, or anticipated) against errors and omissions insurance (or other professional liability insurance); (0 points for 3 or more claims; 5 points for 2 claims; 10 points for 1 claim; and 15 points for 0 claims).	0.222		
	b). During the past 10 years had lawsuits filed (past or anticipated) alleging professional negligence or other liability in any projects same scoring system as in 2a);	0.222		
	c) During the past 10 years have filed lawsuits or formal claims against owners for which the firm or team members provided professional services (same scoring system as in 2a); and	0.222		
	d) 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>The maximum total score on this component is 10 points.</p> <p>The criteria are set out in a) and b):</p>			
	a). 90% of the construction projects for which Architectural and Engineering Design Services have been provided have been completed within budget; and	0.337		
	b). 90% of construction projects for which Architectural and Engineering Design Services have been provided have been completed on schedule.	0.333		
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 within the target dates specified.</b></p>			

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	EVALUATION CRITERIA	WEIGHT	SCORE	WEIGHTED SCORE
	<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 that the A/E team members have the capacity to provide Architectural and Engineering Design services for this project within the times specified;	0.267		
	b). has offered a credible statement the firm will help the Borough achieve the project goals outlined in Section 1.2 of this RFP;	0.266		
	c). provided a realistic plan and schedule to meet all elements of the project scope;	0.266		
	d). has convincingly stated the capacity, availability and accessibility of A/E team to perform work for this Ketchikan Aquatic Center project; and	0.266		
	e). 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 A/E design services for the Aquatic Center project on time and within budget	0.266		
<b>5.</b>	<p><b>Project approach to successfully design the project in accordance with project goals. The maximum total score on this component is 20 points. These criteria are measured in terms of whether the respondent has provided a plan to ensure that:</b></p>			
	a). Approach to work plan so project is designed and delivered in accordance with project goals	0.334		
	b). Coordination with stakeholders and public during development of design for Aquatic Center;	0.333		
	c). Cost and Schedule control	0.333		
	d). Quality Control/Quality Assurance Procedures	0.333		
<b>6.</b>	<p><b>Familiarity with the details of the project. The maximum total score on this component is 10 points.</b></p>			
	a). This criterion is determined on the basis of the respondent's understanding the elements of the project	0.667		

## SECTION 5. SELECTION SCHEDULE

The following is the anticipated schedule for the A/E contractor selection process. All dates are approximate and contingent upon the completion of previous activities.

Request for Proposals Issued: <sup>1</sup>	February 5, 2010
Pre-Proposal Conference	February 17, 2010
Deadline for Questions Regarding RFP	February 25, 2010
Proposals Due:	March 2, 2010
Proposal Review:	March 9, 2010
Interviews (If held):	March 16, 2010
Notice of Intent to Award:	March 17, 2010
Deadline for Appeal of Proposed Award: <sup>2</sup>	April 1, 2010
Approval of Contract Award by Assembly:	April 5, 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 A/E services in order that the Borough retains the most qualified respondent. 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.

Respondents should also allow adequate time for mailing or special delivery of proposals to the Borough Clerk. It is not uncommon for one or more respondents to be disqualified in submitting proposals to the Borough because the proposals were not received in a timely

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1 In accordance with 4 AAC 31.065, the selection of the project A/E contractor shall be accomplished by soliciting written proposals by advertising at least three times in a newspaper of general circulation at least 21 days before the proposals are due.

2 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. Appeals and consideration of appeals are governed by Section 41.30.150 of the Borough Code.

manner. For example one of the four respondents for project manager services for the Aquatic Center project was disqualified because of a late proposal. USPS mail and special deliveries to Ketchikan may be delayed because of weather or other circumstances.

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	15 pages maximum
	Resumes 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 8½” by 11” format. A limited number of larger sheets may be included if folded to the 8½” 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” may not to exceed 15 pages and should address the following

### A. *Experience of the “Architectural and Engineering Design team”*

Provide information about the experience of the A/E design team in terms of the criteria listed in part 1 of the scoring table set out in Section 4.1 of this RFP. Experience in terms of swimming pool project is crucial. Recognition of the challenges presented by the climate in Ketchikan are also vital.

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

For the A/E design team’s three most representative projects provide a professional reference that represented the owner’s interest with a valid telephone contact number.

*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 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 A/E 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 A/E services have been provided, describe the methods used to provide a design that meets the overall project budget and manage design work within the A/E services budget.

On projects for which A/E services have been provided, describe the methods used to manage the project schedule including the design schedule and assure timely completion of the project. Provide a proposed design schedule.

*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 and team's ability and capacity to meet the Borough's goals and to timely complete the scope of work in terms of the criteria listed in part 4 of the scoring table set out in Section 4.1 of this RFP.

List each key member of the project team and their availability for this project and other projects for which they have known or potential commitments.

*E. Project approach and methodology to provide design services for Ketchikan Aquatic Center.*

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

*F. Understanding of Ketchikan Aquatic Center project scope and goals.*

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

### **6.3 Required Signatures**

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.

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; articles 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; articles of incorporation; resolution of the board; corporate certificate; or other reliable evidence.
4. 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

#### **6.4 Resumes**

Provide resumes for each member of the A/E design team that will be assigned to this project. Include references with contact information for the three most recent relevant projects for each member of the design team.

Include resumes for individuals 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 and project cost.

#### **6.5 Proposal Documentation Forms**

To be considered, proposers must complete, sign and include the attached Proposal Documentation Forms with submitted proposals.

## 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 2 p.m., Alaska Time on March 2, 2010.

### 7.2 Inquiry Deadline

Questions, objections, or protests relating to defects, errors, omissions regarding the project or this RFP should be submitted in writing no later than 2 p.m., Thursday February 25, 2010, 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: 907-228-6637  
Fax: 907-228-6684  
E-mail: [debbyo@borough.ketchikan.ak.us](mailto:debbyo@borough.ketchikan.ak.us)

### 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 ARCHITECTURAL AND ENGINEERING  
DESIGN 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]**

**ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR  
THE KETCHIKAN GATEWAY BOROUGH AQUATIC CENTER**

## SECTION 8. ADDITIONAL INFORMATION

**8.1 Insurance.** During the entire period of the project or work, the **Prime A/E Contractor** 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 \$1,000,000. 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 - \$1,000,000 per occurrence and \$2,000,000 aggregate.
- c. Comprehensive automobile liability, bodily injury and property damage, including all owned, hired and non-owned, automobile - \$1,000,000 per each accident.
- d. Professional liability insurance covering errors and omissions at \$2,000,000 per claim.

**8.2 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.

Professional registration (Architect/Engineer/Land Surveyor) in the State of Alaska at the time of proposal submission is required (Alaska Statute 08.48.281).

If a corporate license is held, the professional licensed in the State of Alaska (in order to obtain a corporate license) must be in responsible charge of the project, as well as the professional stamping the work.

All design documents prepared by a registered professional licensed in the State of Alaska must be stamped by the registered professional.

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

**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 help 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, telephone number and fax number) with the Borough Procurement Officer as indicated in the RFP.
- Proposals must be received in the Office of the Borough Clerk no later than 2 p.m., Alaska Time on March 2, 2010.

**Form and Content of Proposals**

- Proposals must be in a sealed envelope or box clearly marked "**PROPOSAL FOR ARCHITECTURAL AND ENGINEERING DESIGN 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. (Note: The determination whether a proposal responds directly to the evaluation criteria for this project will not be made by the Borough Clerk or her designee at the time of the opening of the proposals. Instead the Proposal Review Team or the Borough Manager will, during the proposal review process, determine whether each proposal responds directly to the evaluation criteria. Proposals that do not meet that requirement will be considered to be non-responsive.
- 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).
- 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).

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- All proposers, other than individuals, must include evidence of authorization to sign on behalf of the corporation, partnership, limited liability company, or other organization.

Completion of this checklist does not guarantee that a proposal will be considered to be responsive. The checklist is provided strictly as a courtesy to respondents.

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Company

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Date

---

Signature and Title

---

Printed Name

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 ARCHITECTURAL AND ENGINEERING DESIGN 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.

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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 \_\_\_\_\_, 2010.

***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 fifty percent (50%) 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.

**SUBCONTRACTORS:**

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

Estimated percentage of subcontractor's participation by discipline \_\_\_\_\_

Telephone \_\_\_\_\_

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

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

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

Estimated percentage of subcontractor's participation by discipline \_\_\_\_\_

Telephone \_\_\_\_\_

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

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

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

Estimated percentage of subcontractor's participation by discipline \_\_\_\_\_

Telephone \_\_\_\_\_

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

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









**PROFESSIONAL SERVICES AGREEMENT FOR  
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR  
THE KETCHIKAN GATEWAY BOROUGH AQUATIC CENTER**

**This Agreement** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, 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 "**Prime Architect**."

1. **Engagement.** The **Borough** agrees to engage the **Prime Architect** to perform those services described below, for completion of the project described as Ketchikan Gateway Borough Aquatic Center.
2. **Services.** The **Prime Architect** 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 **Prime Architect** is an independent contractor and is not to be considered an agent or employee of the **Borough**. The **Prime Architect** 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 **A/E Team's** professional services performed hereunder, the **Borough** shall pay the **Prime Architect** 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 **Prime Architect** shall be entitled to reimbursement only for document printing costs and travel expenses. Any other reimbursable cost must be preapproved. Reimbursable expenses will be paid at cost plus 10%. No compounding will be allowed for subcontractor reimbursable costs. Authorized reimbursable expenses are included in the total amount stipulated in Paragraph 4. The **Prime Architect** 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 **Prime Architect** shall be compensated at a negotiated rate for professional services, plus reimbursement of expenses.

7. **Method of Payment.** Progress payments will be made by the **Borough** upon written request from the **Prime Architect** and approval by the Project Manager. Five percent of the amount due will be retained by the Borough pending satisfactory completion of the A/E services. 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 **Prime Architect**, 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 **Prime Architect** 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 the Borough for its convenience upon 10 days prior written notice to the Prime Architect; or (c) upon mutual written agreement of both parties. In the event of termination, the **Prime Architect** 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 **Prime Architect** 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 **Prime Architect's** negligent acts, errors or omissions.
12. **Insurance.** During the entire period of the project or work, the **Prime Architect** 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 \$1,000,000. 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.

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- b. Commercial general liability insurance, not excluding explosion, contractual liability or product/completed operation liability insurance - \$1,000,000 per occurrence and \$2,000,000 aggregate.
- c. Comprehensive automobile liability, bodily injury and property damage, including all owned, hired and non-owned, automobile - \$1,000,000 per each accident.
- d. Professional liability insurance covering errors and omissions at \$2,000,000 per claim.

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 **Prime Architect'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. RFP for Professional Architectural and Engineering Services for the Ketchikan Gateway Borough Aquatic Center Project;
- c. Proposal as accepted;
- d. Notice to Proceed;
- e. Written amendments, including Change Orders, if any, to this Agreement signed by both parties entered into after execution of this Agreement;
- f. Certificate of Insurance;
- g. 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; and,

- h. Special Provisions (if required).

**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 **Prime Architect** 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 **Prime Architect**;
- d. The **Prime Architect** 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. Venue for any dispute shall be in the State Courts for the State of Alaska, First Judicial District, at Ketchikan; and,
- 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.

Dan Bockhorst  
Borough Manager  
Ketchikan Gateway Borough  
1900 First Avenue, Suite 210  
Ketchikan, Alaska 99901

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A/E Contractor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPROVED:**

Dated: \_\_\_\_\_, 2010

**Prime Architect.**

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

Dated: \_\_\_\_\_, 2010

**Ketchikan Gateway Borough**

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

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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.: \_\_\_\_\_

## EXHIBIT A – SCOPE OF SERVICES

The Borough is requesting proposals from qualified individuals, firms or team of professionals to provide A/E Services for the Ketchikan Aquatic Center.

Scope of work includes:

1. **Geotechnical, civil, and structural engineering investigation** - The A/E team will review the preferred and alternative sites (if necessary) to confirm suitability for Aquatic Center site selection and construction.
2. **Schematic Design Services** – The A/E team will work with the Borough, DEED and selected stakeholders to develop program documents, educational specifications and 35% schematic design documents. Schematic Design documents including cost estimate will be provided to DEED for review and approval prior to continuation to the Design Development phase of the project.
3. **Design Development Services** – The A/E team will develop 65% design documents. This scope includes coordination with the selected CM/GC BV construction contractor's preconstruction services efforts including value engineering, constructability reviews and reconciliation of construction cost estimates with A/E estimate. Design development documents including cost estimate will be provided to DEED for their review and approval prior to continuation to the Construction Documents phase of the project.
4. **Construction Documents for Early Site Work and Utilities** - The A/E team will be required to prepare an early site package to include as a minimum demolition, deep utilities, and any required excavation, backfill and site grading of the site. The goal is to begin construction at the earliest possible date whereby the construction contractor can efficiently construct the Aquatic Center. Includes coordination with the selected CM/GC BV construction contractor's preconstruction services efforts including value engineering, constructability reviews and reconciliation of construction cost estimates with A/E estimate.
5. **Construction Documents for Complete Facility** – The A/E team will prepare 95% design review documents plus 100% Construction documents. Includes coordination with the selected CM/GC BV construction contractor's preconstruction services efforts including value engineering, constructability reviews and reconciliation of construction cost estimates with A/E estimate. 95% design review documents and 100% construction documents including cost estimate will be provided to DEED for their review and approval prior to continuation to the construction phase of the project.
6. **Construction Administration** – A/E construction administration services will include but are not limited to weekly coordination meetings (via teleconference) and

site visits (as required), submittal review and coordination, RFI responses, RFP review and recommendations, supplemental design instructions as necessary, pay estimate review, final inspections and punch listing, and O&M Manual review and approval.

7. **Compliance with Title 60 of the Ketchikan Gateway Borough Code of Ordinances (Code)** The A/E team will ensure conformity with Borough site development requirements. A pre-development meeting with all applicable Borough departments and instrumentalities such as the School District, and other government agencies will be coordinated by the Borough Planning Department at the earliest point in the development of a conceptual/preliminary site plan. Compliance with development regulations such as yard setbacks, parking, and utility easements as well as input for design and requirements of other agencies will assist in the permitting and development process.
8. **Cost estimates at Schematic, Design Development and Construction Document phases including the early site package.**
9. **Commissioning Plan and Administration**
10. **Evaluation of Bio-fuel boilers** – The A/E team will evaluate the use at the Aquatic Center and the other Borough owned buildings on the site.
11. **Specifications for facility FF&E.**
12. **Provide As-Built drawings** in both AutoCAD and PDF electronic formats.

Reimbursable expenses may only include document printing costs and travel expenses. Any other reimbursable must be preapproved. Reimbursable expenses will be paid at cost plus 10%. No compounding will be allowed for subcontractor reimbursable costs.

**BOROUGH ACKNOWLEDGMENTS**

STATE OF ALASKA                    )  
  ) ss.  
FIRST JUDICIAL DISTRICT        )

**THIS IS TO CERTIFY** that on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, 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 \_\_\_\_\_, 2010, 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: \_\_\_\_\_





