

**KETCHIKAN GATEWAY BOROUGH  
REQUEST FOR PROPOSALS**

**CONSTRUCTION MANAGER / GENERAL CONTRACTOR BEST VALUE SERVICES  
FOR THE KETCHIKAN AQUATIC CENTER CONSTRUCTION AND GATEWAY  
RECREATION CENTER REROOF**

**THIS IS NOT AN OFFER**

**RELEASE DATE:                   September 27, 2010**

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The Ketchikan Gateway Borough (Borough) is soliciting sealed proposals from qualified General Contractors to provide Construction Manager/General Contractor Best Value (CM/GC BV) Services for the construction of a new Ketchikan Aquatic Center and the reroofing of the existing and adjoining Gateway Recreation Center. CM/GC BV Services must be conducted in accordance with applicable requirements of the Alaska Department of Education and Early Development (DEED). This Borough will select a single CM/GC BV contractor to do this work.

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

Mandatory Pre-Proposal Conference and Site Visit: To be considered responsive, respondents must attend (in person) the Pre-Proposal Conference and Site Visit at **1:30 PM on October 5, 2010, in the Borough Assembly Chambers, 1900 First Avenue, Ketchikan, Alaska.**

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 2:00 PM local time, October 20, 2010.**

Dan Bockhorst  
Borough Manager

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Ketchikan Aquatic Center Construction and Gateway Recreation Center Reroof Pre-Construction Phase Services and Construction Work Phase Contract. This contract includes the following Exhibits:	
<b>Exhibit A:</b> Construction Documents (95%) for the Early Site Package	
<b>Exhibit B:</b> Design Development (65%) Documents for the Ketchikan Aquatic Center and Reroof of Gateway Recreation Center	
<b>Exhibit C:</b> Ketchikan Gateway Borough General Conditions	
<b>Exhibit D:</b> Special Conditions	
<b>Exhibit E:</b> Request for Proposals - Construction Manager / General Contractor Best Value	

KETCHIKAN GATEWAY BOROUGH - RFP  
CONSTRUCTION MANAGER / GENERAL CONTRACTOR BEST VALUE SERVICES  
FOR THE KETCHIKAN AQUATIC CENTER CONSTRUCTION AND GATEWAY RECREATION CENTER REROOF

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Services for the Ketchikan Gateway Borough Aquatic Center Construction and  
Gateway Recreation Center Reroof

**Exhibit F:** Contractor's Response to the RFP Set Out in Exhibit E

**Exhibit G:** Performance Bond Form

**Exhibit H:** Payment Bond Form

## 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, based on Conceptual designs and costs developed by Jensen-Yorba-Lott, the Borough Assembly evaluated the three options plus the "no action" alternative. By unanimous vote, the Assembly endorsed a pool program totaling approximately 35,000 square feet which included an 8-lane competition pool, diving area, and a separate warm-water recreational pool.

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. During Construction, RISE will represent the Borough with a full-time on-site Construction Manager.

On April 5, 2010, Architects Alaska, Inc. was contracted to provide architectural and engineering services for the Ketchikan Aquatic Center. Architects Alaska has completed the Design Development (65%) Documents for the Ketchikan Aquatic Center as well as the 95% Construction Documents for the Early Site Package, both of which are included in this RFP.

On July 19, 2010, Architects Alaska was contracted to provide architectural and engineering services for the Gateway Recreation Center Reroof to be an additive alternate price proposal. Architects Alaska has included the Gateway Recreation Center Reroof in its Design Development (65%) Documents. Architects Alaska is scheduled to complete the Construction Documents for the Ketchikan Aquatic Center and the Reroof of the Gateway Recreation Center in January, 2011.

## 1.2 Goals for the Project

The aquatic center must serve:

- the educational curriculum for students in grades K-12 of the Borough School District;
- as a competition venue for regional swimming meets;
- the 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.

The goal for the \$1.5 million Gateway Recreation Center Reroof is to replace the existing roof with a long-lasting, well-performing, low-maintenance roofing system.

Quality materials and workmanship, backed by a long-term labor and materials warranty for the Ketchikan Aquatic Center Construction and Gateway Recreation Center Reroof are important to the Borough.

## 1.3 Project Description

The new \$23.5M Ketchikan Aquatic Center will include:

- 35,000 square foot complex
- Eight-lane main competition pool with starting platforms (6,752 SF)
- 1-meter and 3-meter diving boards for competition pool
- Separate warm-water pool (3,320 SF) with walk-in entry, interactive toddler water feature, small lap area and resistance training vortex
- Two slides – a long twisty slide into recreation pool and a drop slide into the diving area.
- Removable climbing wall in diving tank
- Sauna
- Large locker rooms and family changing rooms
- Fitness room and break room
- Raised seating for 300 spectators

The new aquatic center will connect to the existing Gateway Recreation Center. A new playground area will be developed in combination with the new facility.

The \$1.5 million Gateway Recreation Center Reroof Project will include:

- Removal of existing GRC metal roofing

- Replacement of the GRC roof with a low slope membrane roof on the backside and a re-engineered steep slope metal roof on the front.

#### **1.4 Project Site**

The Aquatic Center will be constructed to connect to the Borough's Gateway Recreation Center located at 601 Schoenbar Road, Ketchikan. The project site is shown in the Early Site Package. The site is shared with the Gateway Recreation Center, two charter schools, and a school maintenance facility.

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

This project is funded by general obligation bonds approved by Borough voters 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 Construction Manager/General Contractor – Best Value (CM/GC BV) 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 CM/GC BV Notice to Proceed for the Ketchikan Aquatic Center and Reroof of the Gateway Recreation Center is anticipated to be issued on November 16, 2010, pending Assembly approval of the CM/GC BV contract on November 15, 2010. The preliminary project schedule calls for a Guaranteed Maximum Price (GMP) Contract Award no later than March 8, 2011, based on 100% Construction Documents for all of the Work. Construction is scheduled for completion by December 31, 2011.

#### **1.7 Project Approach**

The Borough intends to use the CM/GC BV delivery approach for pre-construction and construction of this project. On July 7, 2010, DEED approved the Borough's application to use this project delivery method. The project team will include the Borough; the CM/GC BV Contractor hired through this solicitation; Architects Alaska, Inc, the Project Architect; and RISE Alaska, LLC, the Project Manager. The project team shall report directly to the Borough Manager.

## SECTION 2. CM/GC BV CONTRACTOR SELECTION PROCESS

Responsive proposals 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, the KGB's financial resources, and following a ten (10) day protest period, the Borough Manager will present a recommendation to the Borough Assembly for its consideration. The goal is to award the contract to the contractor that provides the best overall value of cost and qualifications to the Borough and the State. 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 price in accordance with the criteria listed in Section 4 of this RFP. The Borough reserves the right to cancel this procurement effort and will not reimburse respondents for any costs of preparation or submission of proposals.

All interested General Contractors who plan to submit a proposal **must register 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:

Borough Procurement Officer  
Amy Briggs  
907-228-6637, Fax 907-228-6684  
Email: [amyb@kgbak.us](mailto:amyb@kgbak.us)

A confirming email will be sent within one working day of registration. Potential respondents who do not receive this confirmation should contact the Borough via phone to complete the registration process.

## SECTION 3. SCOPE OF WORK

The Borough is requesting proposals from qualified General Contractors to provide CM/GC BV Services for the Ketchikan Aquatic Center Construction and Gateway Recreation Center Reroof. The Scope of Work required of the CM/GC BV Contractor will be provided in two phases which may overlap.

- *Pre-Construction Services:* Consultation to the Borough and its project team during the final stages of the project design.
- *Construction Services:* Performance of the construction Work as contracted through the Guaranteed Maximum Price provisions of the CM/GC BV contract.

Anticipated services are summarized below.

## **Pre-Construction Services:**

1. Participate as a member of the project team to advise, assist, and provide construction and constructability advice, and recommendations in the design of the Work to achieve the project goals.
2. Advise the project team on construction impacts of alternative design solutions and scheduling alternatives.
3. Provide information, estimates, schemes, and advice. Advice will influence decisions on construction phasing, use of existing facilities during construction, and site circulation routes and detours during construction with the goal of minimizing disruption to users of the existing facilities which are in the proximity of the project site.
4. Develop information and advice regarding value engineering considerations. Provide information on construction materials, methods, systems, phasing, and costs to help the Borough achieve a facility of the highest quality consistent with the project goals, budget, and design intent. Provide input regarding current construction industry practices, labor market conditions, and material availability.
5. Review in-progress design documents and provide advice with respect to completeness, clarity, construction feasibility, alternative materials/methods, and long-lead material and equipment procurements.
6. Recommend a strategy that identifies the division of the Work to facilitate bidding and award of trade contracts, considering such factors as the sequence of construction, minimizing disruption to existing facilities, improving or accelerating construction completion, and other related issues. This may include pre-purchasing and expediting recommendations for long-lead materials and equipment in order to meet necessary delivery dates and avoid construction delays.
7. Monitor the project schedule and recommend adjustments to ensure completion of the project within the approved construction schedule, consistent with the need to minimize disruptions to other users of the site.
8. Prepare construction cost estimates for the project. Help the Borough and project team aggressively manage project costs. If the estimate exceeds the construction budget, the CM/GC BV will make recommendations to reduce the estimated costs to be within the budget. As the project progresses through Construction Drawings (CD), the CM/GC BV shall continue to review the cost jointly with the project team, with the objective of keeping project costs within the project budget through exploring alternatives and options. The Borough will continue to employ an independent Cost Consultant to review and participate in cost projections and determinations. This role is filled by HMS, Inc. of Anchorage, under contract to Architects Alaska, Inc.
9. Prepare a detailed Construction Schedule for monitoring progress and managing the Work. This includes developing construction phasing diagrams for work which affects the Gateway Recreation Center, two charter schools, and a school maintenance facility on the site. The construction phasing plan must accommodate the Work for the early site work package, the new construction, and all other work on the existing

community recreation center including the maintenance of all critical mechanical and electrical systems and appropriate access during construction.

10. Help establish procedures for expediting and processing all shop drawings, Submittals, Requests for Information (RFIs), and other construction administration documents.
11. Prepare safety and quality control programs, including means of implementing.

### **Construction Services:**

During the construction phase, the CM/GC BV Contractor will serve as the General Contractor for the project, at the option of the Borough. The initial construction work will be the Early Site Work Package. The Early Site Work Package will overlap the pre-construction services for the balance of the Work. As the design progresses, negotiations will be conducted to establish a GMP for each phase of the Work. The negotiated GMP shall not be exceeded without approval of the Borough. Approval of the GMP will require that budget and schedule constraints are satisfied and that the GMP reconciles with the independent cost estimate prepared by HMS, Inc. If the Borough and the CM/GC BV Contractor cannot agree on a price, the Borough reserves the right to terminate the CM/GC BV Contractor's services and procure the construction of the project with another CM/GC BV Contractor, to publicly bid the work, or take other action as it deems appropriate.

Construction phase services will be provided under the terms and conditions of the attached contract documents.

Any exception to the contract documents provisions must be identified during the RFP process prior to the deadline for questions identified in Section 5 of this RFP.

## **SECTION 4. SELECTION CRITERIA**

Qualifying proposals will be scored by the PRT members. 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 2-b, if respondent has had superior experience, confirmed by Owner and A/E references, on many projects of similar cost (\$25 million), size (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).

**1. Pricing Information:** Pricing information to be submitted is limited to the five categories in subparagraphs a-e below. Combined, the five cost factors constitute a maximum score of 60 points (60 percent of the possible scoring). Each category will be scored individually without reference to any other. In each price category, the least-cost proposal will be awarded the maximum points. Higher cost proposals will receive a reduced award of points such that the difference between the lowest cost proposal and the other proposals grows at a rate of twice the proportionate differential between offerors. The minimum score for any price criterion is zero points. For example in the “proposed fee” category described in subparagraph (a) below: If two contractors submit proposals and Contractor A proposes a fee of 5%, the lowest fee under subparagraph (a), and Contractor B proposes a fee of 6% the points awarded would be as follows:

Contractor A would be awarded the maximum 5 points.

Contractor B would receive  $(1 - ((6 - 5) \div 5 \times 2)) \times 5 = 3$  points

The Borough expects responsible proposals to fall within reasonable ranges. The expected range for each cost category is listed with that category. Contractors that propose fees or amounts below the expected ranges must provide specific, verifiable examples where they have successfully provided CM/GC services on projects of similar size and complexity for the fee proposed, including current contact information for a knowledgeable Owner contact.

- a. **Proposed Fee for CM/GC BV Contractor (including profit and home office overhead) (5 Points)** This percentage-based fee will be applied to the eligible Cost of the Work during the construction phase. The attached agreement defines Cost of the Work. For the successful proposer, this fee will be applied to the GMP amendments or change orders under the attached agreements. The expected range is 4%-7%.

The Owner expects responsible proposals to fall within reasonable ranges. Proposers with fees or amounts below the expected ranges must provide specific, verifiable examples where they have successfully provided similar services for the fee proposed, including current contact information for a knowledgeable Owner contact.

- b. **Proposed Fee for Subcontractor Overhead and Profit on Change Orders to Subcontractor’s Work (2.5 Points)** This percentage-based fee, in addition to the fee in “a” above, will be the maximum amount applied to labor and material costs on approved Change Orders to a subcontractor’s work authorized under the attached agreements. The expected range for this markup is 15% to 25%. Proposals over 25% will be considered non-responsive.

The Owner expects responsible proposals to fall within reasonable ranges. Proposers with fees or amounts below the expected ranges must provide specific, verifiable examples where they have successfully provided similar services for the fee proposed including current contact information for a knowledgeable Owner contact.

- c. **Guaranteed Maximum Price for Pre-Construction Services (2.5 Points)** This amount is based on projected hours for employees proposed to work on preconstruction services multiplied by fully burdened hourly rates for each employee

plus estimated reimbursable costs. Proposers are encouraged to include a schedule showing projected number of hours for each individual employee and the corresponding fully burdened hourly rate for that employee. This schedule must be included in order to receive the maximum score for this criterion. Expected range is \$15,000 - \$30,000.

The Owner expects responsible proposals to fall within reasonable ranges. Proposers with fees or amounts below the expected minimum must provide specific, verifiable examples where they have successfully provided similar services for the fee proposed including current contact information for a knowledgeable Owner contact.

- d. **Guaranteed Maximum Price of the Early Site Work Package (10 points)** The successful proposer will be expected to enter into a GMP contract for this amount upon award of the contract based on the 95% Construction Documents for the Early Site Package included in this RFP. The GMP proposal response shall comply with Section 2.2.4 of the attached proposed contract. In the judgment of the Proposal Review Team, allowances stated must be realistic and assumptions reasonable. If a proposer is the apparent successful proposer but the proposed GMP amount is more than 10% higher or lower than the independent cost estimator's estimate, the Borough will sponsor an opportunity for the proposer to explain why their proposed GMP differs from the independent cost estimate. This meeting will occur after final proposals are received but before selection of the successful proposer. If the proposer does not provide reasonable substantiation for the cost variance, the Borough may negotiate with the second-highest ranked proposer.

The base bid will be used for evaluation of this criterion. Additive alternates will not be considered. Additive alternates will be awarded sequentially subject to availability of funds.

- e. **Guaranteed Maximum Price for the Aquatic Center Construction Work and the Gateway Recreation Center Reroof, including the Early Site Work Package (40 Points)**. The GMP should be based on the 95% Construction Documents for the Early Site work package plus the 65% Design Development documents for the balance of the Aquatic Center Work and the Gateway Recreation Center Reroof included in this RFP. This GMP must be within 10 percent of the independent cost estimate for this work. The GMP proposal response shall comply with Section 2.2.4 of the attached sample contract. Allowances stated must be realistic and assumptions reasonable. If a proposer is the apparent successful proposer but the proposed GMP amount is more than 10% higher or lower than the independent cost estimator's estimate, the Borough will sponsor an opportunity for the proposer to explain why their proposed GMP differs from the independent cost estimate. This meeting will occur after final proposals are received but before selection of the successful proposer. If the proposer does not provide reasonable substantiation for the cost variance, the Borough may negotiate with the second-highest ranked proposer. To be responsive, the proposer must identify the Gateway Recreation Reroof costs separately as provided on the GMP Proposal Form and the accompanying Schedule of Values.

The base bid plus additive alternate #1 will be used for evaluation of this criterion. Additive alternates #2 through #6 will not be considered. Additive alternates will be awarded sequentially subject to availability of funds.

**2. Contractor Experience with CM/GC Delivery Method of Similar Projects (10 points as outlined in a and b below):**

Provide a summary of successful projects built in the last ten years that are similar in size and complexity to the Ketchikan Aquatic Center Construction and Recreation Center Reroof, where your firm has provided CM/GC services. To qualify as a CM/GC project, the construction contract must have been separate from the design contract, the selection of the construction contractor must have been at least partially based on qualifications, and the construction contractor must have provided preconstruction services. For each project, list the project name, construction budget, construction period, the form of contract, the role your company held in the project, the Owner, Owner's contact name and current telephone number, A/E firm, A/E contact name and current telephone number.

**a. CM/GC Project Experience (5 Points)** For each verifiable CM/GC project listed, ½ point will be awarded for each similar project with construction contracts of \$5,000,000 or larger size, 1.5 points for projects of \$15,000,000 or larger size and 2.5 points for projects of \$25,000,000 or larger size; up to a maximum of 5 points.

**b. Owner and A/E References (5 Points)** Project Owner and A/E firm references on verified CM/GC projects will be evaluated for a maximum score up to 5 points. In addition to references provided, while conducting due diligence, the Borough reserves the right to contact other Owners and A/E firms for which your firm has preformed work. For each reference please provide current telephone contact information.

**3. Pre-Construction Services Plan (2.5 Points)** Describe your firm's approach to the 11 elements of the Scope of Work for the pre-construction services listed in Section 3 of this RFP. Provide two specific examples of similar pre-construction services scopes that your company has provided on recent projects. Describe the manner in which pricing and constructability services will be provided for work that your firm normally subcontracts to others.

**4. Value Engineering/Project Estimating (2.5 Points)** Describe your firm's value engineering process and how your firm will work with the design team to help reduce project construction costs without increasing life cycle costs. Explain your firm's methods for estimating costs for elements of the project where design drawings and specifications are not available. Provide specific examples where your firm has successfully provided value engineering that has resulted in savings to the Owner.

**5. Project Team and Key Personnel Experience (7.5 points as outlined in a - c below):**

Provide an organizational chart showing the proposed project team including position responsibilities. Provide resumes for key personnel on the CM/GC BV team that will be assigned to this project. At a minimum, include the following positions. For each individual listed below, provide at least two Owner and two A/E references for recent swimming pool or other similar projects. For each reference, please provide current telephone contact information.

**a. Project Manager (2.5 points)** 1/2 point for each CM/GC project while working as the project manager for your company, 1/2 point for each 5 years of experience as a project manager, up to a maximum of 2.5 points.

- b. **Superintendent (2.5 points)** 1/2 point for each CM/GC project while working as a superintendent for your company, 1/2 point for each 5 years of experience as a superintendent, up to a maximum of 2.5 points.
- c. **Swimming Pool Specialist (2.5 points)** 1/2 point for each swimming pool constructed, up to a maximum of 2.5 points

6. **Management Plan (5 Points)** Summarize how your firm will staff and organize this particular project. Include information on your anticipated level of effort during the design phase, estimating process and construction quality control procedures. Outline what work will likely be accomplished via subcontract during the construction phase. Discuss how key subcontractors will be selected and the possibilities for using subcontractor input during the design phase. Discuss your firm’s capacity to support the Borough’s operation and maintenance staff during the warranty period and five years thereafter.

7. **Quality Control (2.5 Points)** Provide a description of your firm’s approach to quality control during construction. Include a statement of qualifications and experience for the quality control staff that will be used on this job and their level of authority.

8. **Contractor Requests for Change Orders, Claims and Litigation (10 points as outlined in a) and b) below).** Provide your firm’s record of Construction Claims and Litigation since January 1, 2001.

- a. **Claims and Litigation History (5 Points).** A maximum of 5 points will be awarded for no record of Construction Claims or Litigation. 2½ points will be deducted for each claim your firm entered against an Owner, each claim an Owner entered against your firm, each lawsuit your firm filed against an Owner, and each lawsuit an Owner filed against your firm. Minimum score awarded is 0 points.
- b. **Owner and A/E References on Contractor’s Propensity for Change Order Requests, Claims and Litigation (5 Points)** Points will be awarded based on Owner and A/E references relative to your firm’s propensity to request change orders.

	EVALUATION CRITERIA	WEIGHT	SCORE	WEIGHTED SCORE
1.	<b>Pricing Information</b>			
	a) Proposed Fee for CM/GC BV (5 points)			
	b) Proposed Fee for subcontractor overhead and profit (2.5 points)			
	c) Guaranteed Maximum Price for Pre-Construction Services (2.5 points)			
	d) Guaranteed Maximum Price for Early Site Work Package (10 points)			
	e) Guaranteed Maximum Price for the 65% Design Development documents for the Aquatic Center Construction and the Gateway Recreation Center Reroof including the Early Site Work Package in d			

	EVALUATION CRITERIA	WEIGHT	SCORE	WEIGHTED SCORE
	above (40 points)			
2.	<b>Contractor Experience with CM/GC Delivery Method of Similar Projects</b>			
	a) CM/GC project experience (5 Points)			
	b) Owner and A/E references from CM/GC projects (5 points)	0.3333		
3.	<b>Pre-Construction Services Plan (2.5 points)</b>	0.1666		
4.	<b>Value Engineering/Project Estimating (2.5 points)</b>	0.1666		
5.	<b>Project Team and Key Personnel Experience</b>			
	a) Project Manager (2.5 points)			
	b) Superintendent (2.5 points)			
	c) Swimming Pool Specialist (2.5 points)			
6.	<b>Management Plan (5 points)</b>	0.3333		
7.	<b>Quality Control (2.5 points)</b>	0.1666		
8.	<b>Contractor Requests for Change Orders, Claims and Litigation</b>			
	a) Claims and Litigation History (5 Points)			
	b) Owner and A/E references on Contractor's propensity for change order requests, claims and litigation (5 Points)	0.3333		

## SECTION 5. SELECTION SCHEDULE

The following is the schedule for the CM/GC BV selection process.

Request for Proposals Issued: <sup>1</sup>	September 27, 2010
Mandatory Pre-Proposal Conference and site visit	1:30 PM October 5, 2010
Deadline for questions, objections, or protests relating to defects, errors, omissions regarding the project or this RFP	2:00 PM October 11, 2010
Proposals Due:	2:00 PM October 20, 2010
Proposal Review Meeting:	October 27, 2010
Interviews (If held):	November 1, 2010
Notice of Intent to Award:	November 2, 2010
Deadline for Appeal of Proposed Award: <sup>2</sup>	Noon November 15, 2010

<sup>1</sup> In accordance with 4 AAC 31.065, the selection of the CM/GC BV 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.

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2 Notwithstanding Section 41.30.150(b) of the Borough Code, 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.

## 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 CM/GC BV services in order that the Borough retains the best value 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 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. Couriers should be given clear and accurate instructions in terms of the deadline and location for delivery of proposals.

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 Documentation	Use forms provided in RFP
Cover Letter	2 pages suggested maximum
Response to Criteria	15 pages suggested maximum
Resumes	2 pages suggested maximum per team member
Price proposal	Per instructions; use the Price Proposal Forms Provided

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 but must be folded to the 8½" by 11" format. Larger sheets will count as two pages. Covers, 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 should:

- (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 narrative response to Section 4 Selection Criteria should specifically and accurately address each criterion in the order listed in this RFP. Respondents are encouraged to limit the response to 15 pages. Project and individual experience must be verifiable by listed references. It is the responsibility of the proposer to make certain that contact information is current.

## **6.3 Required Signatures**

NOTE: The price-proposal component forms must be signed and dated by a person who is authorized to bind the respondent.

In addition to the price-proposal component, the proposal itself 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.

Failure to provide evidence of authority to sign on behalf of the respondent will not be grounds for rejection if the Borough is able to confirm the authority of the signer to bind the respondent.

## **6.4 Resumes**

Provide resumes for each member of the CM/GC BV team that will be assigned to this 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.

For each team member, provide at least two Owner and two A/E references for recent relevant projects.

## **6.5 Proposal Bond**

Provide a Proposal Bond in an amount equal to the 5% of the total amount shown on the Guaranteed Maximum Price Proposal Form for the Ketchikan Aquatic Center Early Site Work Package. Use the Bid Bond Form included in the Price Proposal Form package.

## **6.6 Proposal Documentation Forms**

To be considered, respondents must complete, sign, and include the Proposal Documentation Forms provided in the RFP with submitted proposals.

# **SECTION 7. SUBMITTALS**

To be considered, all Proposals must be delivered to the address in Section 7.4, in the required format, on or before the deadline, and in the number of copies required.

## **7.1 Deadline**

All Proposals must be received by the Borough no later than 2:00 PM October 20, 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 the date and time specified in Section 5 of this RFP. Substantive issues will be addressed in a written addendum to the RFP.

Address questions to:

Borough Procurement Officer  
Amy Briggs  
Telephone: 907-228-6637  
Fax: 907-228-6684  
E-mail: amyb@kgbak.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.

Be aware that Ketchikan is considered a remote location and, as such, mail and special deliveries by couriers to Ketchikan are commonly delayed beyond the advertised guaranteed arrival of carriers and couriers.

#### 7.4 Required Number of Copies

All proposal documents must be submitted in a sealed envelope or box clearly marked on the outside as follows:

**PROPOSAL FOR THE KETCHIKAN AQUATIC CENTER  
CONSTRUCTION AND GATEWAY RECREATION CENTER REROOF**

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

Within the Box, each respondent must submit its complete proposal divided into two parts:

#### **Part One: Proposal**

Submit **one original and at least six paper copies** of the complete proposal exclusive of the price-proposal component. Also, submit at least seven CDs containing the proposal in electronic format (MS Word or text-searchable PDF-document on a CD). Proposals must be signed and dated by a person who authorized to bind the respondent.

Part One must not contain any price proposal information.

#### **Part Two: Price Proposal**

Submit **one original printed price proposal and one electronic copy (CD)** of the price proposal components listed below, enclosed in a separate sealed envelope placed within the sealed envelope or box containing all of the other proposal materials.

Separate price proposals shall be submitted on the forms provided for:

- a) Guaranteed Maximum Price for the Ketchikan Aquatic Center Construction and Gateway Recreation Center Reroof including the Early Site work Package
  - i. Schedule of Values
  - ii. Proposed Preliminary Construction Schedule
- b) Guaranteed Maximum Price for the Ketchikan Aquatic Center Additive Alternates

Each 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 envelope containing the price proposal component must be clearly marked on the outside as follows:

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

**CM/GC BV SERVICES FOR THE KETCHIKAN AQUATIC CENTER  
CONSTRUCTION AND GATEWAY RECREATION CENTER REROOF**

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.

## **SECTION 8. ADDITIONAL INFORMATION**

### **8.1 Insurance**

During the period of the Work, the CM/GC BV contractor shall provide the types of insurance specifically listed in the attached contract and Section 31 the Borough General Conditions. All policies shall have a mandatory 30-day cancellation clause. The Borough shall be named as additional insured on all insurance policies except professional liability policies. Workers' compensation and commercial liability insurance amounts are as follows:

- 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.
- 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.

Builder's Risk Insurance during construction shall be at 100% of the contract value.

### **8.2 Licenses and Registration**

The successful respondent must have a current Alaska Business License and a State of Alaska General Contractor's License before the CMGC BC contract is executed.

## PROPOSAL CHECKLIST

This Proposal Checklist is a summary of the forms and materials required as part of your firm's proposal. Respondents are urged to thoroughly read the entire RFP. It may be helpful to use this checklist to help ensure compliance with the submission requirements.

**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 Section 2 of the RFP.
- Proposals must be received in the Office of the Borough Clerk no later than the date and time indicated in Section 5.

### Form and Content of Proposals

- Proposals must be in a sealed envelope or box clearly marked "**PROPOSAL FOR CM/GC BV SERVICES FOR THE KETCHIKAN AQUATIC CENTER CONSTRUCTION AND GATEWAY RECREATION CENTER REROOF**" on the outside of the envelope or box in order to be considered responsive.
- A total of at least seven sets of the proposal (exclusive of the price-proposal component) must be submitted; and one of the sets should be suitable for copying, specifically it should not be bound and it should be printed on one side of 8.5-inch by 11-inch white paper.
- The proposal must also include at least seven copies of the complete proposal (exclusive of the price-proposal component) in electronic format (MS Word or text-searchable PDF-document on a CD).
- Respondents must list and acknowledge receipt of any Addenda issued on the Proposal Documentation form by signing in the space provided.
- Respondents must fill out the Subcontractors List included in the Proposal Documentation indicating the name(s) of any anticipated subcontractors for the proposed project. Use multiple pages if necessary. For portions of the work where a subcontractor will be selected by competitive proposals at a later date enter the type of Work to be subcontracted followed by "To be Determined". For example: "Electrical – To Be Determined". If the use of subcontractors is not anticipated, N/A or NONE is to be written on the form.
- Respondents must provide a properly executed Proposal Bond equal to 5% of the total amount shown on the Guaranteed Maximum Price Proposal Form for the Ketchikan Aquatic Center Early Site Work Package. Use the Bid Bond Form included in the Price Proposal Form package.
- Should the proposer have any deviations, modifications or proposed alternatives to the RFP, they must be indicated on an Exception Summary included in the Proposal Documentation. If there are no exceptions to the RFP or any of the RFP's accompanying documents, N/A or NONE is to be written on the form.

- The Proposal Documentation Forms must be signed by an individual authorized to bind the respondent. All proposers, other than individuals, must include evidence of authorization to sign on behalf of the corporation, partnership, limited liability company, or other organization. Failure to provide evidence of authority to sign on behalf of the respondent will not be grounds for rejection if the Borough is able to confirm the authority of the signer to bind the respondent.
  
- One original and one electronic copy (CD) of the Price Proposal must be submitted in a separate sealed envelope clearly marked **“PRICE PROPOSAL COMPONENT FROM [NAME OF RESPONDENT] FOR CM/GC BV SERVICES FOR THE KETCHIKAN AQUATIC CENTER CONSTRUCTION AND GATEWAY RECREATION CENTER REROOF.”** The separate sealed and marked envelope containing the price proposal must be placed within the sealed envelope or box containing the CM/GC BV proposal. Guaranteed Maximum Price proposals must be submitted on the forms supplied, with a schedule of values and proposed construction schedule.
  
- 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 non-responsive.

**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.**

PROPOSAL DOCUMENTATION FORMS

**CONSTRUCTION MANAGER / GENERAL CONTRACTOR BEST VALUE SERVICES  
FOR THE KETCHIKAN GATEWAY BOROUGH AQUATIC CENTER CONSTRUCTION  
AND GATEWAY RECREATION CENTER REROOF**

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. Respondent certification.

By signature on this proposal documentation, the undersigned respondent certifies that:

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

5. 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 and will result in rejection of the proposal.)

**RESPONDENT:**

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

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

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

State of Alaska General Contractor's License No. \_\_\_\_\_

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

Telephone \_\_\_\_\_

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

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

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

Email \_\_\_\_\_

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:

**CONSTRUCTION MANAGER / GENERAL CONTRACTOR BEST VALUE SERVICES  
FOR THE KETCHIKAN GATEWAY BOROUGH AQUATIC CENTER CONSTRUCTION  
AND GATEWAY RECREATION CENTER REROOF**

\_\_\_\_\_  
Signature of Individual Authorized to Bind the Respondent

\_\_\_\_\_  
Printed Name and Title of Individual Authorized to Bind the Respondent

\_\_\_\_\_  
Date

SUBCONTRACTORS: The respondent may not subcontract greater than fifty percent of this project without prior written approval of the Borough. List all subcontractors who will be providing greater than five percent 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 \_\_\_\_\_

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That we \_\_\_\_\_  
(Bidder ) as PRINCIPAL, and \_\_\_\_\_  
(Bonding company) as SURETY, a corporation incorporated in the State of  
and authorized to do business in the State of Alaska, are held and firmly bound unto  
the Ketchikan Gateway Borough, a municipal corporation, hereinafter called the  
BOROUGH, as Obligee, in the penal sum of  
Dollars (\$\_\_\_\_\_), for the payment of which sum in lawful money of the  
United States, well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS the PRINCIPAL has, by written proposal, submitted a bid to the said  
BOROUGH on that certain contract for the performance of the work, services, and  
materials for which bids are to be opened on \_\_\_\_\_, 2010, at \_\_\_\_\_.m. for:

Ketchikan Aquatic Center Early Site Work Package

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT  
if the aforesaid PRINCIPAL shall not withdraw said bid within the period specified  
therein after the opening of the same, or, if no period be specified, within sixty (60) days  
after said opening, and, if awarded the Contract, shall within the period specified  
therefore, or such additional time as is allowed by the BOROUGH, or, if no period be  
specified, within ten (10) days after the prescribed forms are presented to said  
PRINCIPAL for signature, enter into a written contract with the BOROUGH in the  
prescribed form, in accordance with the bid as accepted, and delivers to the  
BOROUGH good and sufficient performance and payment bonds on the forms and as  
required to guarantee the faithful performance of the terms and conditions of the  
Contract, and the required certificates or policies of insurance, and other instruments as  
called for by the Contract Documents, then this obligation shall be null and void;  
otherwise, it shall be and remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our  
hands and seals on this \_\_\_\_\_ day of  
,  
2010.

PRINCIPAL

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

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

ATTEST: (If Corporation)

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

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

Corporate Seal

SURETY

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

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

\_\_\_\_\_  
(Address)

Corporate Seal

**ATTORNEY-IN-FACT ACKNOWLEDGMENT OF SURETY**

STATE OF ALASKA )  
 )ss.  
\_\_\_\_\_ JUDICIAL DISTRICT )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, \_\_\_\_\_, a notary public in and for said district and State personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of, \_\_\_\_\_, the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

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

(Seal)

- NOTE:
- (a) Signature of those executing for Surety must be properly acknowledged.
  - (b) The Attorney-in-Fact must attach a certified copy of the Power of Attorney.

## INSTRUCTIONS

1. This form shall be used whenever a bid bond is required.
2. The surety on the bond may be any corporation or partnership authorized to do business in Alaska as an insurer under AS 21.09. In lieu of furnishing a bid bond, the bidder may submit a certified check, cashier's check or money order payable to the **Borough** in the amount of the bid bond required.
3. The name, including full name and business or residence address of each individual party to the bond shall be inserted in the space provided therefore, and each party shall sign the bond with his usual signature on the line opposite the scroll seal.
4. If the principals are partners, their individual names shall appear in the space provided therefore, with the recital that they are partners composing a firm, naming it, and all members of the firm shall execute the bond as individuals.
5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the space provided therefore, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.
6. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form herein provided. In lieu of such certificate there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The date of this bond must not be prior to the date of the instrument in connection with which it is given.
8. Individual Surety will not be accepted as bid security.



**GUARANTEED MAXIMUM PRICE PROPOSAL FORM  
KETCHIKAN AQUATIC CENTER CONSTRUCTION AND GATEWAY RECREATION  
CENTER REROOF INCLUDING THE EARLY SITEWORK PACKAGE**

Contract Documents which are the basis for the GMP:

1. This RFP and Response
2. Ketchikan Aquatic Center and Gateway Recreation Center Reroof Pre-Construction Phase Services and Construction Phase Work Contract with the following Exhibits:
  - a. Exhibit A 95% Early Site Work Package (Electronic)
  - b. Exhibit B 65% Design Development Documents for Ketchikan Aquatic Center Construction and the Gateway Recreation Center Reroof including the Early Site Work Package (Electronic)
  - c. Exhibit C General Conditions
  - d. Exhibit D Special Conditions
3. Proposer's response to this RFP
4. Other
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_

Allowances included in GMP Pricing:

Design Contingency (This amount must be Shown in the Schedule of Values)	\$ 1,400,000
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Clarifications and Assumptions made by Contractor (use additional sheets if required):

Unit Price Components of Guaranteed Maximum Price:

- A. Excavate and dispose for building pad and pool  
 $\$ \underline{\hspace{2cm}} / \text{cu yd} \times 21,000 \text{ cu yards} = \$ \underline{\hspace{2cm}}$
- B. Excavate and dispose for pavement, walks, etc.  
 $\$ \underline{\hspace{2cm}} / \text{cu yd} \times 10,431 \text{ cu yards} = \$ \underline{\hspace{2cm}}$
- C. Unclassified fill under building, roads, walks, etc., compacted.  
 $\$ \underline{\hspace{2cm}} / \text{cu yd} \times 32,000 \text{ cu yards} = \$ \underline{\hspace{2cm}}$
- D. Excavate and reuse materiel, compacted.  
 $\$ \underline{\hspace{2cm}} / \text{cu yd} \times 0 \text{ cu yards} = \$ \underline{00.00}$
- E. Rock Excavation.  
 $\$ \underline{\hspace{2cm}} / \text{cu yd} \times 0 \text{ cu yards} = \$ \underline{00.00}$

Lump Sum Components of Guaranteed Maximum Price:  
F. Early Site Work Package \$ \_\_\_\_\_

Lump Sum Components of Guaranteed Maximum Price:  
G. Ketchikan Aquatic Center Construction \$ \_\_\_\_\_

Lump Sum Components of Guaranteed Maximum (Additive Alternate 1)  
H. Gateway Recreation Center Reroof \$ \_\_\_\_\_

**Subtotal 1** (A+B+C+D+E+F+G+H) \$ \_\_\_\_\_

I. Contractors Contingency @3% of Subtotal 1 \$ \_\_\_\_\_

J. Completion Payment @1% of Subtotal 1 \$ \_\_\_\_\_

**Subtotal 2** (Subtotal 1 + I+J) \$ \_\_\_\_\_

K. Contractor's Fee @ \_\_\_\_% of Subtotal 2 \$ \_\_\_\_\_

**Guaranteed Maximum Price** (A+B+C+D+E+F+G+H+I+J+K) \$ \_\_\_\_\_

**Contractor must attach a Schedule of Values and Proposed Construction Schedule**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Printed Name

**GUARANTEED MAXIMUM PRICE PROPOSAL FORM  
KETCHIKAN AQUATIC CENTER ADDATIVE ALTERNATES**

Contract Documents which are the basis for the GMP:

1. This RFP
2. Ketchikan Aquatic Center and Gateway Recreation Center Reroof Pre-Construction Phase Services and Construction Phase Work Contract with the following Exhibits:
  - a. Exhibit A Early Site Work Package (Electronic)
  - b. Exhibit B 65% Design Development Documents for Ketchikan Aquatic Center Construction and the Gateway Recreation Center Reroof including the Early Site Work Package (Electronic)
  - c. Exhibit C General Conditions
  - d. Exhibit D Special Conditions
3. Proposer's response to this RFP
4. Other
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_

Allowances included in GMP Pricing:

	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

Clarifications and Assumptions made by Contractor (use additional sheets if required):

Additive Alternates #2 - #6:

- |   |    |  |
|---|----|--|
| A. Additive Alternate #2 – Additional site development work at the adjacent Charter School. | \$ |  |
| B. Additive Alternate #3 - Interior Acoustical Improvements.                                | \$ |  |
| C. Additive Alternate #4 – Miscellaneous Interior Improvements.                             | \$ |  |
| D. Additive Alternate #5 – Additional parking and concrete Walk area.                       | \$ |  |
| E. Additive Alternate #6 – Playground area including covered canopy.                        | \$ |  |

**Subtotal 1 (A+B+C+D+E)** \$ \_\_\_\_\_

F. Contractor's Contingency @3% of Subtotal 1 \$ \_\_\_\_\_

G. Completion Payment @1% of Subtotal 1 \$ \_\_\_\_\_

**Subtotal 2** (Subtotal 1 + F+G)

\$ \_\_\_\_\_

H. Contractor's Fee @ \_\_\_\_\_% of Subtotal 2

\$ \_\_\_\_\_

**Guaranteed Maximum Price** (A+B+C+D+E+F+G+H)

**\$ \_\_\_\_\_**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Printed Name



**PARTNERSHIP ACKNOWLEDGMENT** (if applicable)

STATE OF \_\_\_\_\_ )  
 ) ss.  
 \_\_\_\_\_ JUDICIAL DISTRICT )  
 COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me appeared \_\_\_\_\_  
\_\_\_\_\_ and \_\_\_\_\_ to me  
personally known, who, being by me duly sworn, did say that they are the Partners of \_\_\_\_\_  
\_\_\_\_\_, a \_\_\_\_\_  
(State) Partnership and that said instrument was signed on behalf of said Partnership and said  
partner acknowledged said instrument to be the free act and deed of said Partnership.

**NOTARY PUBLIC**

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

(SEAL)

**LIMITED LIABILITY COMPANY (LLC) (if applicable)  
ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
\_\_\_\_\_ JUDICIAL DISTRICT )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he/she is the Member of \_\_\_\_\_ a \_\_\_\_\_ (State) Limited Liability Company and that said instrument was signed on behalf of said \_\_\_\_\_ (State) Limited Liability Company and said officer acknowledged said instrument to be the free act and deed of said Limited Liability Company.

**NOTARY PUBLIC**

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

(SEAL)

