

Unalaska Department of Public Works

**ADVERTISEMENT**

**Request for Proposal**

City of Unalaska

Project Number 15101

**Design Services for Aquatics Center Improvements**

The Unalaska Department of Public Works is seeking proposals from qualified Architectural/Engineering firms to prepare a full set of construction documents and provide pre-bid through closeout architectural services for a planned Aquatics Center Improvements Project located at 55 East Broadway Ave in Unalaska, AK.

Proposals shall be submitted by emailed only to the Office of the City Clerk at the following address: [cityclerk@ci.unalaska.ak.us](mailto:cityclerk@ci.unalaska.ak.us)

Proposals will be received until 4:00 p.m. (local time), November 24, 2014. Time of receipt will be determined by the time stamp in the Office of the City Clerk. Proposals received after the date and time specified will not be considered. The City of Unalaska reserves the right to reject any or all proposals, to waive informalities or irregularities in the proposals and to accept proposals that are considered to be in the best interest of the City of Unalaska.

Proposal documents are available beginning October 27, 2014 on the City of Unalaska website: <http://www.ci.unalaska.ak.us/rfps>

The scope of work includes: design a new family dressing room, reconfigure existing bathrooms and stairways to be fully compliant with IBC and universal accessibility standards, move a staff reception area, move a sauna, remove a staff shower area, provide new UV pool filtration system and miscellaneous mechanical and electrical items.

Dated this 27th day of October, 2014.

# Request for Proposal

## Design Services for Aquatics Center Improvements

Project Number 15101

Closing Date & Time: November 24, 2014 @ 4:00 PM



**City of Unalaska  
Department of Public Works**

PO Box 610  
Unalaska, Alaska 99685

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## **1.0 INTRODUCTION**

The Unalaska Department of Public Works is seeking proposals from qualified Architectural/Engineering firms to prepare a full set of construction documents and provide pre-bid through closeout architectural services for a planned Aquatics Center Improvements Project located at 55 East Broadway Ave in Unalaska, AK.

The scope of work includes: design a new family dressing room, reconfigure existing bathrooms and stairways to be fully compliant with IBC and universal accessibility standards, move a staff reception area, move a sauna, remove staff shower rooms, provide a new UV pool filtration system and miscellaneous mechanical and electrical items.

The City of Unalaska has budgeted \$900,000 for the direct cost of construction on this project.

## **2.0 DESIGN SCOPE OF WORK**

The descriptions provided herein are for general informational purposes only and are not a substitute for site inspection or other necessary due diligence by the A/E. The A/E must make their own independent assessment of the building condition, including non-compliant issues before preparing their final proposal.

### **2.1 Architectural**

The current vertical circulation in the facility does not meet IBC requirements for stair handrails and guardrails. Replace or reconfigure the existing non-compliant railing systems with low maintenance stainless steel handrails and guardrails with a brushed satin finish to blend with existing building materials.

Provide a new family locker room on the first level. The family locker room would be located at the current (2) staff shower/locker rooms. The current sauna area will be changed to a staff work room with sink. Move the door to the woman's locker room south to add space for this room.

The new, larger sauna would be moved to the former reception/staff area. Add a shower just outside the sauna. Reconfigure the storage room off the lobby for a new reception desk.

The current bathrooms do not meet IBC requirements for universal access. Modify fixtures to comply with all requirements as necessary. Provide an accessible shower stall in the existing men's shower, woman's shower and new family shower areas. Provide compliant seating benches in all locker areas. Provide privacy curtains in the men's and woman's shower rooms.

Replace existing interior finishes and furnishings, which are damaged and/or at the end of their lifecycle with new low maintenance, durable products. Replace painted metal lockers and metal doors with phenolic lockers and fiberglass doors. Provide work surfaces and counters with high quality solid surface material, not prone to delamination, scratching or staining. In wet locations, replace the existing coated concrete flooring surface with 1"x1" tile. Cover walls, where required, in wet locations with 1"x1" tile; all other wall areas to be painted. Provide corner

protection in high traffic areas.

Replace the pool deck drain covers with a new high grade stainless steel covers.

## **2.2 Mechanical: Plumbing**

The existing men's and women's locker areas will be upgraded to achieve universal access requirements. There will be a new family locker room. Provide new ADA toilet(s), lavatory(s), and shower(s) in each as needed. Existing plumbing piping will be adapted to the new fixture arrangement as necessary.

The existing booster heater and hot water storage tank located in the pool filter room will remain to provide domestic hot water. New domestic water piping will be Type L copper. Aquapex tubing will also be considered for connection to fixtures. Sanitary waste and vent piping will be ABS piping.

Provide a new ultraviolet (UV) dechloramination and disinfection system for the existing salt water pool. The UV sterilization unit will be used to kill bacteria, viruses, molds and continuously remove chloramines. The equipment will be listed under NSF Standard 50 and will include packaged controls, a UV chamber with flow & output safety controls, UV medium pressure arc tube modified to emit UV light from 22nm to 400nm, an automatic adjustable motor driven quartz sleeve cleaning system, operational & power controls and the ability to dose control the UV delivered to the pool water. The unit will be sized to match the existing 500 GPM pool recirculation flow rate.

Provide a new pulsar IV sanitization system to control the PH balance of the system in place of the existing carbon dioxide PH balancing system. Install in a post filter recirculation loop and utilize a 1hp pump to add solution for sanitization.

Retrofit the pool with new water chemistry and monitoring control systems. The basis of the design is the BECSys7 manufactured by BECS Technology (or equal) and will provide the continuous monitoring and control of sanitizers, oxidizers, pH, ORP, free chlorine, total chlorine, combined chlorine, temperature, system flow rate and water chemistry.

## **2.3 Mechanical: HVAC**

The existing intake air louvers are not water resistant. This includes the heat recovery ventilator. A possible solution may be to provide a vertical screen to cover the louvers. By theory, the vertical louver stops moisture by slowing the incoming air and allowing the moisture to collect and drain before it enters the air intake louver.

The existing building heating and ventilation system will remain with minor reconfigurations of supply/return/exhaust grilles as necessary. Existing fin-tube radiators will remain without modification.

The primary pump that serves the Aquatics Center is reported to not have enough capacity to maintain adequate circulation to the terminal heating equipment and HRV heating coil. Evaluate if the existing pump serving this area can be replaced with a larger variable frequency drive (VFD) pump or if an in-line VFD booster pump will be necessary to increase the flow rate.

#### **2.4 Mechanical: Fire Protection**

Revise the existing fire protection sprinkler system as necessary to provide coverage per NFPA 13 in all remodeled areas.

#### **2.5 Mechanical: Controls**

Relocate sensors and thermostats, as needed in the remodeled areas, for the existing control system.

#### **2.6 Electrical**

Replace the existing lighting in the locker rooms, bathrooms and other remodeled areas. Linear LED or fluorescent vapor-tight fixtures throughout the wet and damp spaces are recommended. Provide specification grade commercial fluorescent fixtures in the 1st floor office area. The existing fixtures in the reception, lobby, weight room and 2nd floor office area will remain. Provide occupancy sensor lighting controls in the remodeled areas. Lighting replacement will be done on a one for one basis, wherever possible so that existing wiring can be reused

Provide a timing system display board and control unit for a 6-lane competitive event. Wiring was previously provided in the Natatorium for a future system.

New electrical circuits for outlets will be added to the ADA Locker/Shower rooms along with a new electrical feeder to serve the pool UV equipment. Pull circuits from the existing electrical panels in Electrical/Laundry Room 110.

#### **2.7 Electrical: Signaling**

Revise the existing intercom and clock systems as necessary to accommodate changes.

### **3.0 PROPOSAL CONTENT**

Final Proposals will consist of two separate documents: a **Technical Proposal** and a **Price Proposal**.

#### **3.1 Technical Proposal Requirements**

The Technical Proposal shall include three items:

1. Work Plan
2. Statement of experience with references
3. Production schedule with milestones

### **3.2 Work Plan**

The Work Plan must be a detailed narrative that succinctly and convincingly presents and summarizes the A/E's:

1. Understanding of the scope of work
2. Project management, methodology for execution and QA/QC procedures
3. Proposed opportunities for optimization and value engineering
4. Proposed design solution and underlying reasoning
5. Attention to life cycle cost assessment
6. Knowledge of energy saving materials and technology
7. Strategies for overcoming potential hurdles and obstacles
8. Integration plan with existing equipment
9. Commissioning
10. Proposed web-based document program

The Work Plan may be developed using the narrative and may include tables, charts, plots, drawings, photographs and sketches as appropriate. An evaluation team will assess the Work Plan for the best proposed use of project funds and value engineering. The intent is that this RFP is open to interpretation by the A/E, within the defined limitations. Each A/E may use their expertise, creativity and professional judgment to propose the best project value based on the scope of work.

### **3.3 Experience and References**

Each Technical Proposal must provide information that substantiates the A/E's capability and experience to accomplish the work described in this RFP. Provide the following:

1. Home office location. Preference is given to Alaskan firms
2. List work to be performed directly by the A/E firm
3. List work to be performed by consultants
4. List of key personnel who will work on the project including hourly billing rate and their expected dedication to the project
5. Approach to project management and client communication on similar projects

Provide information for three (3) projects for which the A/E has provided services most related to this project. List the projects in order of relevance. At a minimum provide the following for each:

1. Name of A/E project manager (individual responsible for coordinating day-to-day work)
2. Names of primary consultants
3. Name of the general contractor
4. Owner's name and their project manager for the project, including current telephone number and e-mail address for each

### **3.4 Schedule**

The schedule must include information sufficient to allow the City of Unalaska to evaluate the proposed production schedule and demonstrate the A/E firm's organization and approach to schedule management.

A preliminary schedule for the project must be provided, showing the work breakdown structure, phases and major activities. The schedule must show the sequence and continuity of operations, critical paths as well as the date of completion.

The schedule must reflect all the major project milestones as designated by the City of Unalaska. The A/E may propose additional milestones that support their work plan. Include milestones for 35%, 65%, 95% and 100% review of the deliverable documents by the City of Unalaska. Plan for a duration of three weeks for each phase. Final deliverable documents will be due 150 days following Contract execution.

The Schedule will become the “Contract Schedule” referenced in “Agreement for Engineering and Related Services”, Exhibit “B”, (Attachment A).

### **3.5 Price Proposal Requirements**

The Price Proposal shall include two items:

1. A full description of all fees proposed by the A/E and their consultants for performing all the services as outlined in the scope of work. The fee schedule must include line item costs for each deliverable and service. Compensation will be based on successful completion of each item. The A/E’s fee schedule will be attached to the final contract, if selected.
2. A “Price Proposal Form” (Attachment B) reporting a not-to-exceed total cost for all services. This cost will become the “Fee Proposal” referenced in the “Agreement for Engineering and Related Services”, Exhibit “C”, (Attachment A).

## **4.0 EVALUATION AND SELECTION**

### **4.1 Evaluation Process**

The City of Unalaska has established a written evaluation and selection procedure for the Technical and Price Proposals. An evaluation team will be appointed by the Director of Public Works from among City of Unalaska staff. The entire scoring procedure, including evaluation team meetings and scoring materials, will be strictly confidential until after the public opening of Price Proposals. All evaluation team members will be required to certify that they have no conflicts of interest and that they will strictly adhere to the procedures herein described. The procedure will involve the following steps:

1. The City of Unalaska receives the Technical Proposals and Price Proposals before the cut-off date and time.
2. The evaluation team evaluates the Technical Proposals according to established criteria, assigns scores for major evaluation factors and sums an overall technical score for each A/E. The scores from all the members of the evaluation team will be averaged to produce a final score.
3. The Price Proposals are opened in public.



4. The Technical Proposal score will be worth 85% of the overall points and the Price Proposal will be worth 15% of the overall points. The two are combined to arrive at a final score.

**4.2 Technical Proposal Evaluation Factors**

The purpose of the Technical Proposal is to evaluate the understanding and capability of the A/E to fully and professionally execute the project.

The entire contents of the final Proposal will be used to evaluate how well each of the following factors is addressed, with the following factor weighting:

<u>Factor</u>	<u>Weight</u>
Work Plan	500
Experience and References	320
<u>Schedule</u>	<u>80</u>
Total	900

The “Technical Proposal Evaluation Score Sheet” will be used by the evaluation team to evaluate each final Proposal, (Attachment C).

**4.3 Selection Process**

1. The Director of Public Works reviews the scores and forwards evaluation results to the City Engineer and the Director of Parks, Culture and Recreation.
2. The bid process and results are reviewed for quality control.
3. The Director of Public Works forwards the evaluation results and the Contract to the City Manager.
4. The City Manager makes a recommendation to the City Council for the award of a Contract for Services.
5. The City Council votes to either award, decline or ask for further information from the A/E.

**4.4 Contract Terms**

Assuming the Contract is awarded, it will be awarded to the responsive A/E with the highest scored final Proposal or, if necessary, the next lower score qualified A/E and so on. At the City of Unalaska’s sole discretion, certain limited negotiations may occur with the selected A/E prior to award.

This RFP does not commit the City of Unalaska to award a Contract, procure, or contract for any services of any kind whatsoever. The City of Unalaska reserves the right to reject any and all final Proposals and/or to waive any informality in procedures.

The selection of a successful final Proposal shall be at the sole discretion of the City of Unalaska. No agreement between the City of Unalaska and any A/E is effective until approved by the City Council of the City of Unalaska and signed by the City Manager.

The City of Unalaska is not liable for any costs incurred by A/E in preparing or submitting final Proposals. The acceptance of a final Proposal with latent defects or deficiencies will not relieve the A/E of the obligation to meet the requirements of the Contract provisions.

The Contract used between the City and A/E will be the “Agreement for Engineering and Related Services”, (Attachment A).

#### **4.5 Inquiries**

All questions about the content or scope of this RFP are to be directed to the Director of Public Works:

Thomas E. Cohenour  
Director of Public Works  
[tcohenour@ci.unalaska.ak.us](mailto:tcohenour@ci.unalaska.ak.us)  
P.O. Box 610  
Unalaska, AK 99685  
Phone 907-581-1260

Interpretations or clarification's considered necessary by the City of Unalaska in response to such questions will be issued by Addenda. Addenda will be emailed to all registered A/E firms and also posted on the City of Unalaska website: <http://www.ci.unalaska.ak.us/rfps>

Questions received less than 6 days prior to the due date may not be answered. Only responses documented by formal written Addenda will be binding. Oral or virtual communication, including emails are not binding.

Addenda may also be issued to modify the RFP as deemed advisable by the City of Unalaska. The City of Unalaska, at its discretion, can extend the final Proposal submittal date.

#### **4.6 Submittal Date and Time**

Final Proposals must be delivered, by email only, to the following address by 4:00 p.m., local time, on November 24, 2014. Send the Proposal to: [cityclerk@ci.unalaska.ak.us](mailto:cityclerk@ci.unalaska.ak.us)

Technical and Price Proposals will be accepted on or before the published date and until the time specified. It is the A/E's sole and independent responsibility to submit their proposals in a timely manner. A/E's assume the risk of delays in delivery of email including interruption of transmissions or technical difficulties such as software incompatibility. Note that internet service in Unalaska is often delayed due to slow connection speed and foul weather. The City of Unalaska may, at its sole discretion, relax or extend the submission deadline if deemed necessary in the interest of just and fair administration of the bid.

#### **4.7 Submittal Details**

1. Both Proposals must be submitted in a single email no larger than 10 megabytes.
2. The email subject line must clearly identify the A/E and project.
3. Attach the Technical Proposal and Price Proposal in two separate attachments.
4. Each electronic file must be clearly named to identify the contents as the “Technical Proposal” or the “Price Proposal.”
5. The Price Proposal shall be in the form of a pass protected PDF file.
6. The PDF file password must be delivered to the City Clerk by separate email at the time of submittal.
7. The time of receipt will be determined by the City Clerk’s time stamp on the received email.
8. Proposals received after the stated time will not be considered.

The City of Unalaska complies with Title II of the American with Disabilities Act of 1990 and the Rehabilitation Act of 1973. Individuals with disabilities who may need auxiliary aids or services or special modifications to participate in the bidding process should contact the Director of Public Works at 907-581-1260.

By submitting a proposal, the A/E acknowledges they have carefully examined and fully informed themselves of all portions of the proposal, specifications, site conditions and limitations.

#### **5.0 CONTRACT DELIVERABLES**

The selected A/E will be required to perform all calculations, studies, research and code analysis in full compliance with state laws governing the practice of Architecture and Engineering in the State of Alaska. The A/E will produce new Drawings and Specifications and a Statement of Probable Construction Cost (SPCC) with updates at each phase of design. All work shall be in full compliance with the current International Building Codes, as well as all other pertinent Federal, State and local codes.

The A/E will advise the City staff on the most suitable material and systems appropriate to meet City requirements. Criteria include energy efficiency, water conservation, serviceability and lifecycle assessment.

The A/E shall arrange to be present for one schematic design presentation in front of the City Council.

#### **5.1 Design Development Documents**

The A/E shall provide design development documents and updated SPCC based on the approved schematic design. The design development documents shall illustrate and describe the refinement of the design, relationships, forms, size and appearance of the project by means of plans, sections, elevations, typical construction details and equipment layouts. The design development documents shall include specifications that identify major materials, systems, sub-surface

construction and drainage systems.

The A/E will submit the following for City approval:

- Schematic Design drawings (including presentation to the Council)
- 35% Design Development drawings, systems report and construction cost estimate
- 65% Design Development drawings, specifications and construction cost estimate
- 95% Design Development drawings, specifications and construction cost estimate

## **5.2 Construction Documents and Bid Package**

The final, construction bid set will include plans, specifications, general and supplemental conditions, project bid manual and the final construction cost estimate. For drawing legibility, lettering size must not be less than 1/16" on 'half-size' plan sheets. The drawings and specifications will be stamped by a design professional registered in the State of Alaska who supervised their production and provided final quality control review.

Design drawings must conform to professional standards and include the following:

1. Cover Sheet with Index and Vicinity Map
2. General Notes and Specifications
3. Symbols, Legend and Notes for each section
4. Demolition Plan
5. Architectural, Mechanical and Electrical sections
6. Door & Hardware Schedule
7. Finish Schedule
8. Luminaire Schedule

Provide:

1. One (1) set of bid plans in both AutoCad and PDF format on a CD
2. One (1) set of specifications in PDF format, with book marks, on a CD
3. Four (4) printed and bound sets of specifications (8.5" x 11")
4. Four (4) sets of bid plans printed in "half size" (11" x 17")
5. One (1) set of bid plans printed in full size (24" x 36")
6. Conformed drawings and specifications as needed during construction
7. Four (4) sets of printed and electronic record drawings at closeout

## **5.3 City Review**

The City of Unalaska will review and provide comments for each submitted design document within two weeks. The review must be followed by a conference call with the City of Unalaska to directly discuss the review comments. Review comments must be incorporated into the design. Review by the City is not a substitute for QA/QC of the construction documents by the selected A/E.

#### **5.4 The Bidding Process**

The City will provide general/supplementary conditions and contract forms. All other bidding documents will be provided by the A/E. The City will issue bid documents electronically.

The A/E shall participate in a pre-bid conference for prospective contractors. The A/E shall prepare responses in City format to questions from prospective bidders and provide clarifications and interpretations of the bid documents in the form of Addenda. The City will distribute the Addenda to all prospective bidders.

If the initial bid process produces a cost of work in excess of the approved SPCC, the A/E shall participate with the City in the redesign and re-bidding of the project at no additional expense to the City as necessary to obtain prices within the approved budget.

The A/E shall assist in evaluating bids and preparing recommendations to the City Council concerning contract award and shall assist the City in the preparation of the contract between the City and contractor if required. The City will prepare and execute the Contract, Notice of Intent and Notice to Proceed.

#### **5.5 Construction Administration**

The A/E shall provide construction administration of the contract between the owner and contractor per general and supplementary conditions of the contract for construction commencing with the award of the initial contract for construction and terminating with the final Certificate for Payment. The A/E will also represent the City through the material warranty period (typically one - two years) and conduct a final warranty inspection with the City Engineer and other designated staff.

The A/E shall participate in weekly Progress and Owner/Designer meetings via telecom, provide, manage and administer an electronic construction document program for use by the entire team, prepare and issue revised plans and details as necessary and maintain a conformed set of drawings and specifications during the project.

The A/E will collect and approve all documents required to close out the project on behalf of the City. The A/E shall assemble complete Operations and Maintenance (O&M) manuals with approved submittals from the contractor. O&M manuals will have a separate section for warranty data and include a warrantee schedule.

#### **5.6 Site Visits**

The A/E shall include a budget to visit the site, at minimum, once during schematic design, once at Substantial Completion and during the punch process. The City may enter into a contract with a local inspector to provide on-site construction observation, inspection and materials testing during the construction of the project. These services will be negotiated at the time of the Contract negotiation and execution.

Unalaska Department of Public Works

**CITY OF UNALASKA**

**DPW PROJECT #15101**

**RFP FOR AQUATICS CENTER IMPROVEMENTS**

**ATTACHMENT "A"**

*Agreement for Engineering and Related Services*

**Prepared By:**

**City of Unalaska  
P.O. Box 610  
Unalaska, Alaska 99685  
907.581.1260**

Unalaska Department of Public Works

***AGREEMENT FOR ENGINEERING AND RELATED SERVICES***

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_ (here-in-after called "ARCHITECT/ENGINEER" or "A/E"), and the **CITY OF UNALASKA** (hereinafter called "City" or "Owner").

WITNESSETH  
THAT:

WHEREAS City desires to engage A/E to render Engineering and related services for the City of Unalaska for the performance of **Design Services for Aquatics Center Improvements**; and

WHEREAS A/E represents that it is properly licensed and that it has the experience and ability to perform such services; and

WHEREAS the parties hereto desire to enter into a basic agreement setting forth the terms under which A/E will, as requested, perform such work;

NOW THEREFORE the parties hereto do mutually agree as follows:

1. Employment of A/E

A/E agrees to provide professional services in accordance with the provisions of this Agreement. A written description of the work to be performed, schedule, and compensation is set out in **Exhibits A-C** of this Agreement.

2. Performance

A/E agrees to perform the work described in **Exhibit A- Scope of Services**; however, the A/E is not authorized to perform any work or incur any expense which would cause the amount for which he is entitled to be paid under this Agreement to exceed the amount set forth in **Exhibit C – Fee Proposal** without the prior written approval of the City. All services shall be rendered in accordance with the schedule set forth in **Exhibit B – Contract Schedule**.

The work shall include but not be limited to the following: furnishing all equipment, transportation, per diem, travel, and supplies to perform all scopes of work that are authorized under the State of Alaska's Professional A/Eing License, in connection with the **DESIGN SERVICES FOR AQUATICS CENTER IMPROVEMENTS**

3. Fee

After receipt of a periodic billing for said services, the City agrees to pay A/E as

## Unalaska Department of Public Works

compensation for the services under this Agreement such sums of money as set forth in **Exhibit C** of this Agreement. The amount payable to the A/E shall not exceed the amount specified in **Exhibit C** without the prior written approval of the City.

### 4. Payments

City agrees to make monthly payments to A/E as services are performed and costs are incurred, provided A/E submits a proper invoice for each payment, in such form accompanied by such evidence in support thereof as may be reasonably required by the City. City may, at its option, withhold ten percent (10%) from each monthly payment pending satisfactory completion of the work by A/E. All invoices are otherwise due and payable within thirty (30) days of receipt by City. City shall pay A/E for the services identified in **Exhibit A** the **Not to Exceed Total Fee of \$\_\_\_\_\_**. The Not to Exceed Total Fee is based on the distribution of the Not to Exceed Total Fee between tasks set forth in **Exhibit A**. The portion of the Not to Exceed Total Fee billed and paid for A/E's services shall be equal to the proportion of services actually completed for each task set forth in **Exhibit A** during the billing period to the fee total specified for that task.

### 5. Personnel

A/E agrees to furnish all personnel necessary for expeditious and satisfactory performance of this Agreement, each to be competent, experienced, and well qualified for the work assigned. No person objected to by the City shall be employed by A/E for work hereunder.

### 6. Independent A/E Status

In performing under this Agreement, A/E acts as an independent A/E and shall have responsibility for and control over the details and means for performing the services required hereunder.

### 7. Indemnification

A/E shall defend and save harmless City, its employees, officers, and elected officials from and against losses, damages, liabilities, expenses, claims and demands solely to the extent caused by the negligent acts or omissions of A/E while performing under the terms of this Contract.

City shall defend and save harmless A/E, its employees and officers from and against losses, damages, liabilities, expenses, claims and demands solely to the extent caused by the negligent acts or omissions of the City while performing under the terms of this Contract.

### 8. Assignment



## Unalaska Department of Public Works

A/E shall not assign this Agreement or any of the monies due or to become due hereunder without the prior written consent of City.

### 9. Subcontracting

A/E may not subcontract its performance under this Agreement without prior written consent of City. Any Consultant must agree to be bound by terms of this Agreement.

### 10. Designation of Representatives

The Parties agree, for the purposes of this Agreement, the City shall be represented by and may act only through the City Engineer or such other person as he may designate in writing. A/E shall advise City in writing of the name of its representative in charge of the administration of this Agreement, who shall have authority to act for and bind A/E in connection with this Agreement.

### 11. Termination

Either party shall have the right to terminate this Agreement in whole or in part at any time and for reasonable cause, by delivery of thirty (30) days written notice, specifying the extent and effective date thereof. After receipt of such notice, A/E shall stop work hereunder to the extent and on the date specified in such notice, terminate all subcontracts and other commitments to the extent they relate to the work terminated, and deliver to City all designs, computations, drawings, specifications and other material and information prepared or developed hereunder in connection with the work terminated.

In the event of any termination pursuant to this clause, A/E shall be entitled to be paid as provided herein for direct labor hours expended and reimbursable costs incurred prior to the termination pursuant to Section 3 hereof, and for such direct labor hours and reimbursable costs as may be expended or incurred thereafter with City's approval inconcluding the work terminated, it being understood that A/E shall not be entitled to any anticipated profit on services not performed. Except as provided in this clause, any such termination shall not alter or affect the rights or obligations of the parties under this Agreement.

### 12. Ownership and Use of Documents

A/E agrees that all original design reproducible drawings and their electronic versions, all pertinent calculations, specifications, reports, data and other documents prepared for the City hereunder are the property of the City and the City shall have the right, without payment of additional compensation, to disclose, reproduce and use such documents.

### 13. Insurance

- A. During the term of the contract, the A/E shall obtain and maintain in force the insurance coverage specified in these requirements. Such coverage shall be with

## Unalaska Department of Public Works

an insurance company rated “Excellent” or “Superior” by A. M. Best Company, or a company specifically approved by the City.

- B. The A/E shall carry and maintain throughout the life of this contract, at its own expense, insurance not less than the amounts and coverage herein specified, and the City of Unalaska, its employees and agents shall be named as additionally insured under the insurance coverage so specified and where allowed, with respect to the performance of the work. There shall be no right of subrogation against the City or its agents performing work in connection with the work, and this waiver of subrogation shall be endorsed upon the policies. Insurance shall be placed with companies acceptable to the City of Unalaska; and these policies providing coverage thereunder shall contain provisions that no cancellation or material changes in the policy relative to this project shall become effective except upon 30 days prior *written* notice thereof to the City of Unalaska.
- C. Prior to commencement of the work, the A/E shall furnish certificates to the City of Unalaska, in duplicate, evidencing that the Insurance policy provisions required hereunder are in force. Acceptance by the City of Unalaska of deficient evidence does not constitute a waiver of contract requirements nor liability.
- D. The A/E shall furnish the City of Unalaska with certified copies of policies upon request. The minimum coverages and limits required are as follows:
1. Workers’ Compensation insurance in accordance with the statutory coverages required by the State of Alaska and Employers Liability insurance with limits not less than \$1,000,000 and, where applicable, insurance in compliance with any other statutory obligations, whether State or Federal, pertaining to the compensation of injured employees assigned to the work, including but not limited to Voluntary Compensation, Federal Longshoremen and Harbor Workers Act, Maritime and the Outer Continental Shelf’s Land Act.
  2. Commercial General Liability with limits not less than \$1,000,000 per Occurrence and \$2,000,000 Aggregate for Bodily Injury and Property Damage, including coverage for Premises and Operations Liability, Products and Completed Operations Liability, Contractual Liability, Broad Form Property Damage Liability and Personal Injury Liability.
  3. Commercial Automobile Liability on all owned, non-owned, hired and rented vehicles with limits of liability of not less than \$1,000,000 Combined Single Limit for Bodily Injury and

## Unalaska Department of Public Works

Property Damage per each accident or loss.

4. Umbrella/Excess Liability insurance coverage of not less than \$1,000,000 per occurrence and annual aggregate providing coverage in excess of General Liability, Auto Liability, and Employers Liability.
  5. If work involves use of aircraft, Aircraft Liability insurance covering all owned and non-owned aircraft with a per occurrence limit of not less than \$1,000,000.
  6. If work involves use of watercraft, Protection and Indemnity insurance with limits not less than \$1,000,000 per occurrence.
  7. Professional Liability insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate, subject to a maximum deductible \$250,000 per claim. The City of Unalaska has the right to negotiate increase of deductibles subject to acceptable financial information of the policyholder.
- E. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the A/E shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expense.
- F. All insurance policies as described above are required to be written on an "occurrence" basis. In the event occurrence coverage is not available, the A/E agrees to maintain "claims made" coverage for a minimum of two years after project completion.
- G. If the A/E employs Consultants to perform any work hereunder, the A/E agrees to require such Consultant to obtain, carry, maintain and keep in force during the time in which they are engaged in performing any work hereunder, policies of insurance which comply with the requirements as set forth in this section and to furnish copies thereof to the City of Unalaska. This requirement is applicable to subcontractors of any tier.

### 14. Claims Recovery

Claims by City resulting from A/E's failure to comply with the terms of and specifications of this contract and/or default hereunder may be recovered by City by withholding the amount of such claims from compensation otherwise due A/E for work performed or to be performed. City shall notify A/E of any such failure, default or damage therefrom as soon as

## Unalaska Department of Public Works

practicable and no later than 10 days after discovery of such event by written notice. Nothing provided herein shall be deemed as constituting an exclusive remedy on behalf of City, nor a waiver of any other rights hereunder at law or in equity. Design changes required as a result of failure to comply with the applicable standard of care shall be performed by the A/E without additional compensation.

15. Performance Standard

Services performed under this Agreement will be performed with reasonable care of the ordinary skill of the profession practicing in the same or similar location and under similar circumstances and shall comply with all applicable codes and standards.

16. Compliance with Applicable Laws

A/E shall in the performance of this Agreement comply with all applicable federal, state, and local laws, ordinances, orders, rules and regulations applicable to its performance hereunder, including without limitation, all such legal provisions pertaining to social security, income tax withholding, medical aid, industrial insurance, workers' compensation and other employee benefit laws. A/E also agrees to comply with all contract provisions pertaining to grant or other funding assistance which City may choose to utilize to perform work under this Agreement. The A/E and all Consultants must comply with state laws related to local hire and prevailing wages.

17. Records and Audit

A/E agrees to maintain sufficient and accurate records and books of account, including detailed time records, showing all direct labor hours expended and all reimbursable costs incurred and the same shall be subject to inspection and audit by City at all reasonable times. All such records and books of account pertaining to any work performed hereunder shall be retained for a period of not less than six (6) years from the date of completion of the improvements to which the consulting services of this Agreement relate.

18. Reporting of Progress and Inspection

A/E agrees to keep City informed as to progress of the work under this Agreement by providing monthly written progress reports, and shall permit City to have reasonable access to the work performed or being performed, for the purpose of any inspection City may desire to undertake.

19. Form of City Approval

Except as otherwise provided in this Agreement, City's requests and approvals, and A/E's cost estimates and descriptions of work to be performed, may be made orally where necessary, provided that the oral communication is confirmed immediately thereafter in writing.

20. Duration of Agreement

## Unalaska Department of Public Works

This agreement is effective for a period of one (1) year from the date first shown above. The agreement may be extended by the mutual written agreement of City and A/E.

21. Inspections by City

The City has the right, but not the duty, to inspect, in the manner and at reasonable times it considers appropriate during the period of this Agreement, all facilities and activities of the A/E as may be engaged in the performance of this Agreement.

22. Endorsements on Documents

Endorsements and professional seals, if applicable, must be included on all final plans, specifications, estimates and reports prepared by the A/E. Preliminary copies of such documents submitted for review must have seals affixed without endorsement (signature).

23. Notices

Any official notice that either party hereto desires to give the other shall be delivered through by United States certified mail, return receipt requested, with postage thereon fully prepaid and addressed as follows:

To City:  
Director of Public Works  
City of Unalaska  
P.O. Box 610  
Unalaska, Alaska 99685

To A/E:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The addresses hereinabove specified may be changed by either party by giving written notice thereof to the other party pursuant to this paragraph.

24. Venue/Applicable Law

The venue of any legal action between the parties arising as a result of this Agreement shall be laid in the Third Judicial District of the Superior Court of the State of Alaska and this contract shall be interpreted in accordance with the laws of the State of Alaska.

25. Attorney's Fees

In the event either party institutes any suit or action to enforce its right hereunder, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs in such suit or action and on any appeal therefrom.

26. Waiver

Unalaska Department of Public Works

No failure on the part of City to enforce any covenant or provisions herein contained, nor any waiver of any right hereunder by City, unless in writing and signed by the parties sought to be bound, shall discharge or invalidate such covenants or provisions or affect the right of City to enforce the same or any other provision in the event of any subsequent breach or default.

27. Binding Effect

The terms, conditions and covenants contained in this Agreement shall apply to, inure to the benefit of, and bind the parties and their respective successors.

28. Entire Agreement/Modification

This agreement, including Exhibits A-D, and the A/E's proposal dated \_\_\_\_\_, constitutes the entire Agreement between the parties with respect to the subject matter hereof, and all prior negotiations and understandings are superseded and replaced by this Agreement and shall be of no further force and effect. No modification of this Agreement shall be of any force or effect unless reduced to writing, signed by both parties and expressly made a part of this Agreement.

In witness whereof, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective date indicated below.

A/E FIRM:

CITY:

City of Unalaska, Alaska

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Chris Hladick  
City Manager

Subscribed and Sworn to  
before Me, a Notary Public in and  
the State of Alaska, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2014

Subscribed and Sworn to  
before Me, a Notary Public in and for  
for the State of Alaska, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2014

My Commission Expires:

My Commission Expires:

Unalaska Department of Public Works

**EXHIBIT "A"**  
***SCOPE OF SERVICES***

**CONTRACT NO.** \_\_\_\_\_

See Consultant Scope of Services dated \_\_\_\_\_, attached.

**EXHIBIT "B"**  
***CONTRACT SCHEDULE***

**CONTRACT NO.** \_\_\_\_\_

See Consultant Schedule dated \_\_\_\_\_, attached.

**EXHIBIT "C"**  
***FEE PROPOSAL***

**CONTRACT NO.** \_\_\_\_\_

See Consultant Fee Proposal dated \_\_\_\_\_, attached.

Unalaska Department of Public Works

**CITY OF UNALASKA**

**DPW PROJECT #15101**

**RFP FOR AQUATICS CENTER IMPROVEMENTS**

**ATTACHMENT "B"**

***Price Proposal***

**Prepared By:**

**City of Unalaska  
P.O. Box 610  
Unalaska, Alaska 99685  
907.581.1260**



Unalaska Department of Public Works

**PRICE PROPOSAL**

<b>ITEM NO.</b>	<b>EST. QUANT.</b>	<b>DESCRIPTION</b> (Write Unit Bid Price in Words)	<b>TOTAL PRICE</b>
1	T&M Not to Exceed Cost	DESIGN SERVICES FOR AQUATICS CENTER IMPROVEMENTS  Per Lump Sum (Price in Words)	\$

Total T&M Price Not to Exceed: \$ \_\_\_\_\_

Total T&M Price Not to Exceed: (in words): \_\_\_\_\_

Acknowledgment of receipt of Addendum No's. \_\_\_\_\_

This Price Proposal must be signed by an individual authorized to bind the firm contractually. By signing this cover letter, the A/E firm agrees to be bound by the terms of the Request for Proposal and the final Proposal for 90 days. By submitting a final Proposal, the A/E also certifies that the Proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.

\_\_\_\_\_  
Name of A/E Firm

\_\_\_\_\_  
Address of A/E Firm

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

Unalaska Department of Public Works

**CITY OF UNALASKA**

**DPW PROJECT #15101**

**RFP FOR AQUATICS CENTER IMPROVEMENTS**

**ATTACHMENT "C"**

***Technical Proposal Evaluation Form***

**Prepared By:**

**City of Unalaska  
P.O. Box 610  
Unalaska, Alaska 99685  
907.581.1260**

# Technical Proposal Evaluation

## Design Services for Aquatics Center Improvements

Assign each attribute a 0-100 score for how each Final Proposal satisfies that attribute  
100 is best and 0 is worst.

Attributes	Weight	%
Work Plan - Does the Work Plan address all of the item in the RFP Work Plan Minimum Guidelines?	75	15.0%
Work Plan - How reasonable, manageable, and feasible as a Scope of Services is the Work Plan?	75	15.0%
Work Plan - Evaluators opinion of the project understanding and value engineering shown in the Work Plan.	75	15.0%
Work Plan - Evaluators general opinion of the quality of the Work Plan.	75	15.0%
Experience and References - How well is the respondent prepared and qualified to execute the Project?	150	30.0%
Schedule	50	10.0%
<b>Total Weight</b>	<b>500</b>	<b>100.0%</b>

Respondent #1	Respondent #2	Respondent #3
0	0	0
0	0	0
0	0	0
0	0	0
0	0	0
0	0	0
0	0	0

I certify that I have no conflicts of interest and that I have strictly adhered to the procedures described in the Request for Proposal.

**Evaluator Signature:**

**Date:**

Unalaska Department of Public Works

**CITY OF UNALASKA**

**DPW PROJECT #15101**

**RFP FOR AQUATICS CENTER IMPROVEMENTS**

**ATTACHMENT "D"**

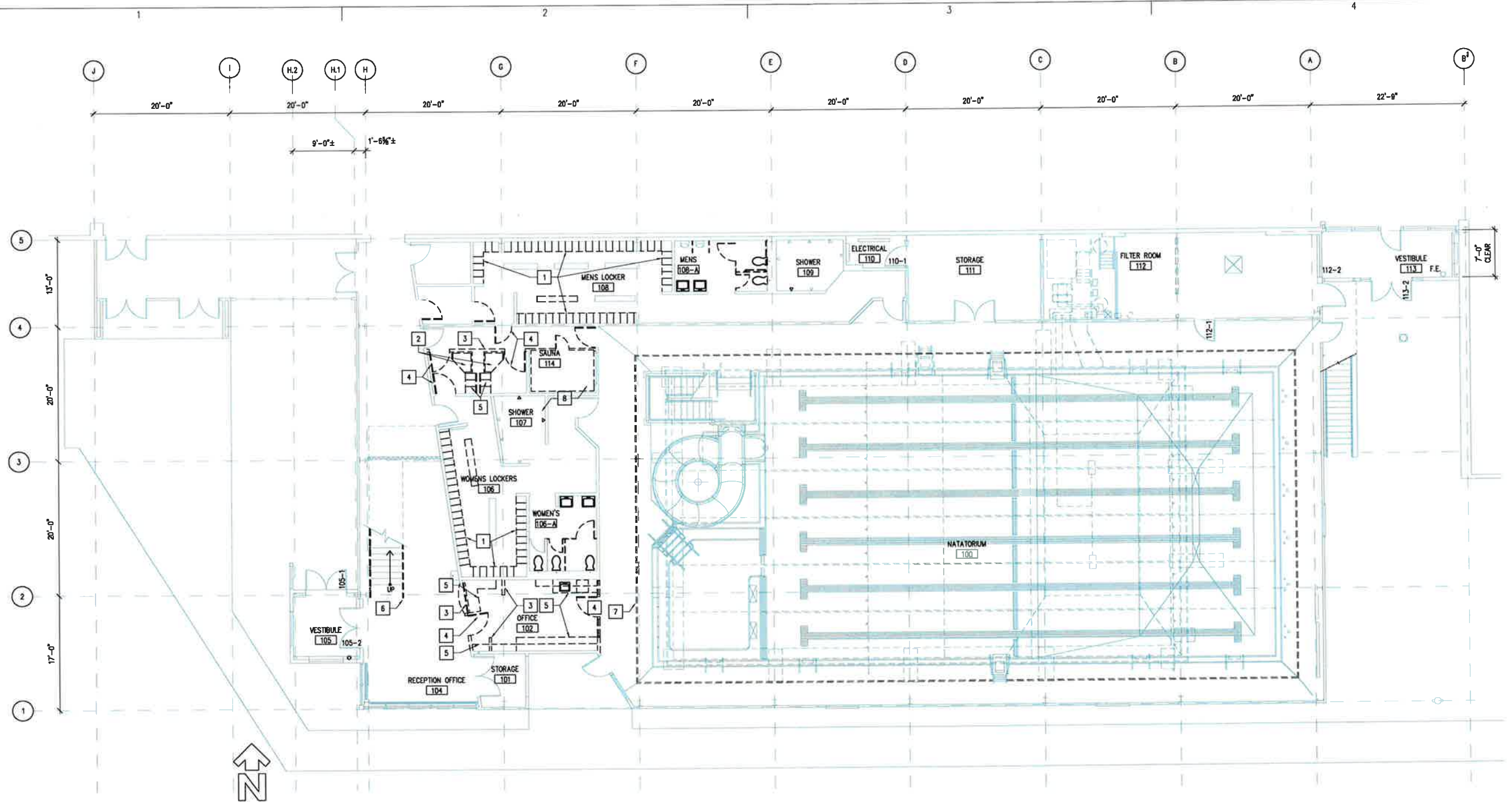
***Building Baseline Plans***

**Prepared By:**

**City of Unalaska  
P.O. Box 610  
Unalaska, Alaska 99685  
907.581.1260**

DRAWING FILE: w:\2013\13049.01 unalaska aquatic center improvements\dwg\1-01\003702-01\_1st floor.dwg

PLOT DATE: 2/18/2014 3:32 PM

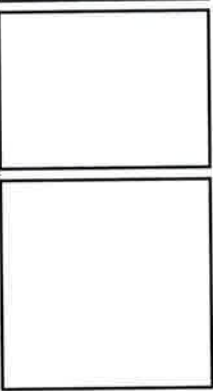


**Architects  
Alaska.**

Architects Alaska, Inc.  
architecturalalaska.com

900 W. 5th Ave. Suite 403  
Anchorage, Alaska 99501-2029  
907.572.3567 • 907.577.1732 fax

191 E. Susitna Ave. Suite 203  
Wasilla, Alaska 99654-7023  
907.373.7503 • 907.376.3166 fax



City of Unalaska  
**Aquatics Center Improvements**  
Unalaska, Alaska

**(OPTION 1) FIRST FLOOR DEMOLITION PLAN**  
Scale: 1/8" = 1'-0" (1/16"=1'-0" AT 11X17)

**GENERAL NOTES FLOOR PLAN:**

1. -

**DEMOLITION PLAN NOTES:**

- 1 REMOVE LOCKERS
- 2 REMOVE SHOWER UNIT
- 3 REMOVE WALL
- 4 REMOVE DOOR
- 5 REMOVE CASEWORK
- 6 REMOVE HANDRAIL/GUARDRAIL
- 7 REMOVE DAMAGED POOL DECK DRAIN COVER
- 8 REMOVE CEDAR SAUNA ASSEMBLY

**LEGEND:**

- EXISTING WALLS
- DEMOLITION WALLS
- EXISTING DOORS
- DEMOLITION DOORS
- EXISTING WINDOWS
- DEMOLITION WINDOWS
- PARTITION TYPE, SEE SHEET A6.01

Revisions		
No.	Description	Date

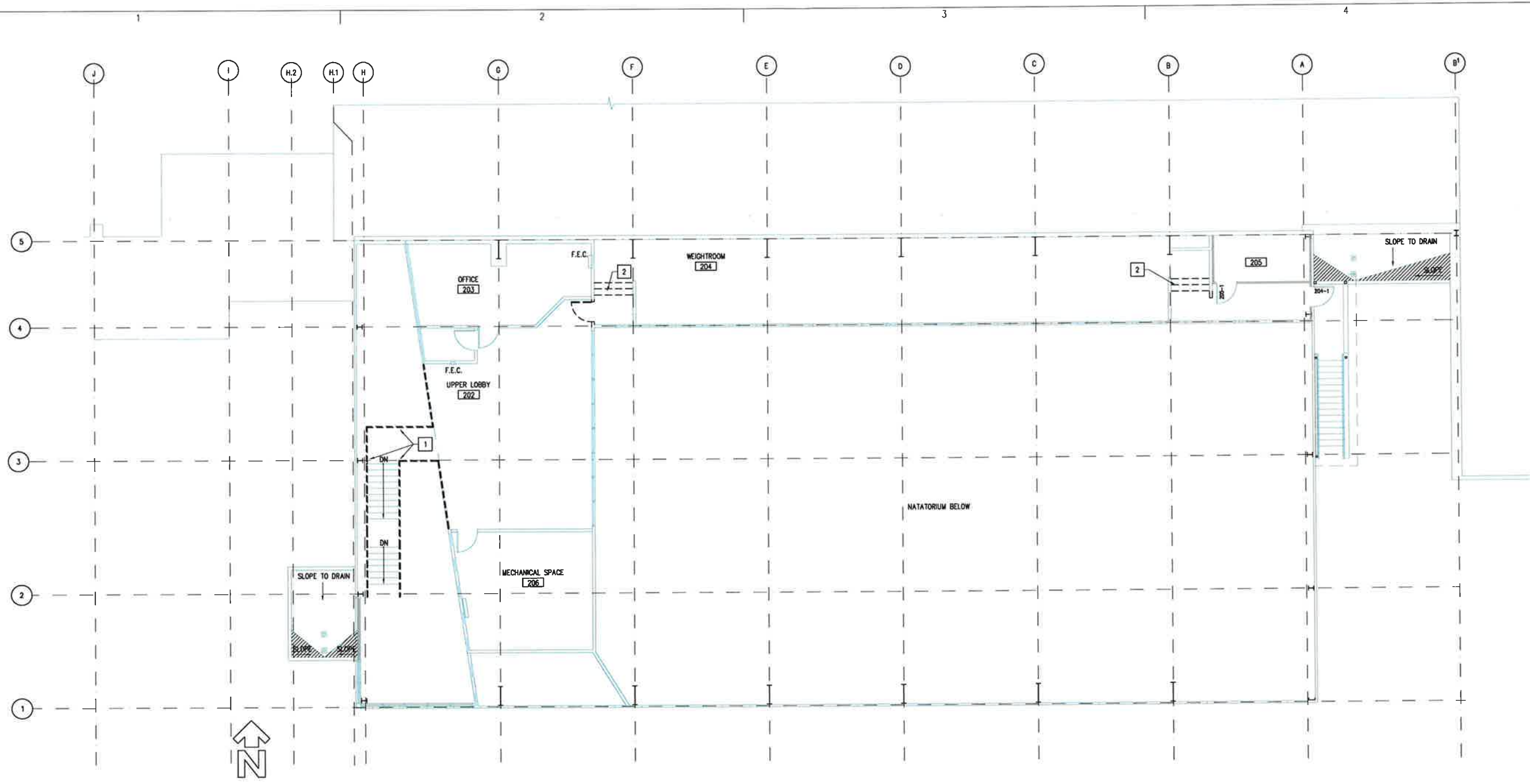
Drawn by xxx	Date 02/18/2013
Checked xxx	Job No. 13049.01

Sheet Contents  
DEMOLITION FIRST FLOOR  
(OPTION 1) CONCEPT DRAWING

Category <b>AD</b>	Sheet No. <b>1.01</b>
-----------------------	--------------------------

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**OPTION 1 SECOND FLOOR DEMOLITION PLAN**  
 Scale: 1/8" = 1'-0" (1/16"=1'-0" AT 11X17)








**GENERAL NOTES: ROOF PLAN AREAS**

1. -

**FLOOR PLAN NOTES:**

- 1 REMOVE HANDRAIL AND GUARDRAIL
- 2 REMOVE STAIR

**LEGEND:**

- EXISTING WALLS 
- DEMOLITION WALLS 
- EXISTING DOORS 
- DEMOLITION DOORS 
- EXISTING WINDOWS 
- DEMOLITION WINDOWS 
- TAPERED INSUL CRICKET 

**Architects Alaska.**  
 Architects Alaska, Inc.  
 architecturalaska.com  
 900 W. 5th Ave. Suite 403  
 Anchorage, Alaska 99501-3029  
 907.272.3367 • 907.277.1738 fax  
 191 E. Susitna Ave. Suite 203  
 Wasilla, Alaska 99674-7023  
 907.373.7303 • 907.376.3166 fax

City of Unalaska  
**Aquatics Center Improvements**  
 Unalaska, Alaska

Revisions		
No.	Description	Date

Drawn by xxx	Date 02/18/2013
Checked xxx	Job No. 13049.01

Sheet Contents  
 SECOND FLOOR DEMOLITION PLAN  
 (OPTION 1) CONCEPT DRAWING

Category <b>AD</b>	Sheet No. <b>1.21</b>
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