

CITY OF KETCHIKAN
KETCHIKAN LIBRARY PROJECT
REQUEST FOR PROPOSAL
FOR
CONSTRUCTION MANAGER/GENERAL CONTRACTOR SERVICES

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I. Solicitation

City of Ketchikan is soliciting sealed proposals with Statements of Qualifications (SOQ) and basic cost information from interested general contractors to serve as the Construction Manager/General Contractor (CM/GC) for the construction of the Ketchikan Library Project.

The selected CM/GC Contractor will join the City of Ketchikan and design team of Bettisworth Welch Whiteley at the earliest possible date. The intent is to have the CM/GC Contractor provide preconstruction services during the remaining design process, and to ultimately carry out the actual construction work. The project is scheduled to begin construction in summer 2011, with construction completion anticipated in summer 2012.

To receive the Request for Proposals (RFP), contact **Clif Allen at 907-228-4736 or clifa@city.ketchikan.ak.us**. The RFP will also be posted on the City of Ketchikan website, <http://www.city.ketchikan.ak.us/>. Even though the RFP documents are provided online, each company must register for the RFP by sending an email to: katys@city.ketchikan.ak.us. The required email must include the: company name, address, telephone number, and fax number. No faxed or oral proposals will be allowed.

Proposal Submission Deadline: To be considered, a complete sealed proposal package in the format requested must be received by Ketchikan City Clerk, Katy Suiter, 334 Front Street, Ketchikan, AK 99901 by **4:00 p.m. local time, May 6, 2011**.

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

II. Project Overview

Project Scope

The new Ketchikan Library will be located on a dramatic site that parallels Copper Ridge at the intersection of Schoenbar Road and the Third Avenue Bypass, with panoramic views across Bear Valley to Deer Mountain. The site is on relatively deep fill material and is on the down slope of a new development area that was formerly used as a quarry. Recently, the local public radio station and a commercial business have relocated their operations to this development.

The program for the new 16,250 SF library includes a large meeting/multi-purpose room, a small multi-purpose room, and two study/tutoring rooms. Stacks will be spaced to encourage browsing and accommodate adult, young adult, and children's collections. A story time room will be located within the children's area, as well as a restroom for the convenience of children and families. A separate and more secluded teen area will be located to allow for the appropriate balance of visual supervision and acoustic privacy. Comfortable lounge seating and computer tables will be dispersed throughout the library to provide comfortable areas for reading or research, as well as access to technology via a wireless network. The program will also accommodate a centrally located circulation desk, staff work area, staff lounge, with a kitchenette adjacent to the large multi-purpose room to allow catering for

public events, and other storage and support areas. The main entry lobby will provide space for the Friends of the Library as well as a coffee cart for the convenience of patrons. Public restrooms will be provided adjacent to the large multi-purpose room so that both can be utilized after hours when the library is closed.

The site plan orients the building parallel to the site in order to optimize community and civic presence for the library along Schoenbar Road, allow ease of access to the front door from ample on-site parking, a proposed bus stop on Schoenbar Road, and other drop-off functions, provide opportunities for both active and passive engagement with the landscape, and maximize access for library patrons to dramatic views toward Deer Mountain. The conceptual floor plan is organized simply to optimize operational, functional, and spatial efficiencies on a single floor and enable easy and clear wayfinding for patrons and visitors.

Design

The shape and form of the building is driven primarily by the proportions of the site, the relationship to the existing landscape and views, opportunities to optimize programmatic efficiencies, the need for a roof form that sheds large volumes of water, and the desire to provide a building that is civic in its architectural expression, yet appropriately scaled for the community it will serve. The exterior will be comprised of energy-efficient insulated vision glass in thermally broken frames to maximize views and minimize solar heat gain, as well as other durable, long-lasting, easy to maintain, sustainable, natural materials found locally that will complement the natural setting. These materials will likely include some combination of stone, wood, metal, and/or concrete.

Project Team

The City of Ketchikan is responsible for the design and construction of the project. The City of Ketchikan has contracted with Bettisworth Welsh Whiteley as the Architect. Bettisworth Welsh Whiteley will manage and coordinate the project design and will provide architectural and engineering services through construction completion. RISE Alaska, LLC is serving as the City of Ketchikan's project manager to manage the design process and will assist the project through construction completion.

Project Site

The site's legal description is UMS 760, Lots 1 and 5A, City of Ketchikan. A site map is included as an attachment. An environmental assessment and a geotechnical study have been performed on the site and are included as attachments.

Project Schedule

The design team is currently in the Design Development phase. A preliminary project schedule calls for a Guaranteed Maximum Price Contract Award no later than August 30, 2011, based upon 100% Construction Documents. Construction substantial completion is anticipated to be August 2012 with opening in September, 2012. A key task of the CM/GC will be to review and assist in the finalization of the project schedule and construction budget.

The City may consider negotiation of an early site work package to install deep utilities and prepare the site.

Project Budget/Funding

The construction budget including site development, general conditions, and building construction is not to exceed \$7.4 million.

III. Scope of Services

The services requested of the CM/GC Contractor will be provided in two phases. It is conceivable that these phases may overlap.

- Pre-construction Services: Consultation to the City of Ketchikan and design team during the remaining design and engineering work on the project.
- Construction Services: Performance of the construction work under a Guaranteed Maximum Price Contract.

Anticipated services are summarized below:

Pre-Construction Services

- Participate as an advisor to the design team to provide construction and constructability advice and recommendations.
- Advise the team on how alternative design solutions affect constructability and the construction schedule.
- Develop information and advice regarding value engineering considerations. Provide information on construction materials, methods, systems, phasing, and costs to assist in determinations aimed at providing the City of Ketchikan with the highest quality facility consistent with the budget and design intent.
- Provide input regarding current construction industry practices, labor market, and material availability.
- Review in-progress design documents and provide advice with respect to completeness, clarity, construction feasibility, alternative materials/methods, and long-lead material procurements. Provide tangible feedback and recommendations to the design team.
- 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 of existing facilities, improving or accelerating construction completion, and other related issues. This may include recommendations for pre-purchasing and/or expediting long-lead materials in order to meet necessary delivery dates and avoid construction delays.
- Monitor the project schedule and recommend adjustments to ensure completion of the project within the approved construction schedule.

Construction Cost Estimating:

- Prepare preconstruction cost estimates for the project throughout the design phases of the work.
- Assist the City of Ketchikan and design team in aggressively managing the project costs. If the estimate exceeds the construction budget, the CM/GC Contactor will make recommendations to reduce the estimated costs to within the budget. As the project progresses through Construction Drawings (CD), the CM/GC Contractor shall continue to review the cost jointly with the design team, with the objective of maintaining the cost estimate within the budget through exploring alternatives and options.
- The City of Ketchikan will continue to employ an independent Cost Consultant to review and participate in cost projections and determinations. This role is filled by HMS, Inc. under contract to Bettisworth Welch Whiteley.

Schedule Management:

- Prepare a detailed Construction Schedule for monitoring progress and managing the work.

Project Controls:

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

Construction Services:

- During the construction phase, the CM/GC Contractor is intended to act as the general contractor for the project, at the option of the City of Ketchikan.
- As the design progresses, negotiations will be conducted to establish a Guaranteed Maximum Price (GMP) for the work. The negotiated GMP shall not be exceeded without approval of the City of Ketchikan. Approval of the GMP will require that budget and schedule constraints are satisfied and that the GMP reconciles with the independent cost estimate by HMS, Inc. If the City of Ketchikan and the CM/GC Contractor cannot agree on a price, the City of Ketchikan reserves the right to terminate the CM/GC Contractor's services and procure the construction of the project with another CM/GC Contractor, to publicly bid the work, or take other action as they deem appropriate.

IV. Construction phase services will be provided under the "Preconstruction Phase Services and Construction Phase Work Contract" which is attached. Proposers must identify any unacceptable provisions of this contract during the RFP process. **Proposal Format and Content**

Proposals must address the selection criteria listed below and adhere to the following requirements. Each submittal must have a cover letter signed by a company official authorized to represent the proposer. The entire proposal should not exceed **15 pages**, not including cover letter, resumes of key staff and the separately sealed price proposal.

One page is defined as one side of a standard 8 ½" x 11" sheet of paper, 10 point type minimum. A limited number of larger sheets may be included if folded to the 8½" by 11" format. Larger sheets will count as two pages. Cover, tabs and/or divider pages do not

count against the maximums. The Price Proposal/Pricing Information shall be submitted in a separate sealed envelope.

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

Proposals should address the following selection criteria:

A. Similar Project Experience/Experience with Alternative Project Delivery Method

Library, Similar Project Experience

Provide a summary of Public Library and similar building facilities projects including any emergency response facility your firm has built in the last 10 years. For each project, list the project name, project scope, construction budget, construction period, delivery method, the role your firm played in the project, the owner's name, owner contact and current phone number, A/E firm, A/E contact and current phone number.

CM/GC Project Delivery Experience

Provide a summary of similar projects your firm has built in the last five years utilizing CM/GC or alternative delivery mechanisms. For each project, list the project name, project scope, construction budget, construction period, delivery method, the role your firm played in the project, the owner's name, owner contact and current phone number, A/E firm, A/E contact and current phone number. To qualify a CM/GC project the Contractor must have provided preconstruction services and the Construction Contract and the A/E Contract must have both been separate contracts with the Owner.

B. Project Team and Key Personnel Experience

Provide an organizational chart describing the proposed project team and lines of communication and management. Include key personnel, subcontractors, position responsibilities and experience providing CM/GC pre-construction services and GMP construction services on similar projects.

Provide resumes for all key personnel 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, and a description of similar projects individual was associated with during the last ten years including type of project and project cost. Include references with contact information for the three most recent relevant projects for each key individual. Each team member's resume shall not exceed two pages in length.

At a minimum, include resumes for the following positions:

Pre-Construction Phase:

- Project Manager
- Estimator
- Other key project team personnel

Construction Phase

- Project Manager
- Superintendent
- Other key project team personnel

C. Management Plan

Summarize how your firm will staff and organize this 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 vs. your own resources during the construction phase. Discuss how key sub-contractors will be selected and the possibilities for using subcontractor input during the design phase. Discuss your firm's capacity to support the City of Ketchikan's operation and maintenance during the warranty period and five (5) years thereafter. Describe your project staffing plan for pre-construction and for construction phase services. For each individual who will participate in typical CSI Divisions 0 and 1 activities, identify the percentage level of available time he or she is able to commit to this project.

D. Pre-Construction Services Plan

Describe your firm's approach to the above mentioned Pre-Construction Services. Describe the manner in which pricing and constructability services will be provided for work that your firm normally subcontracts.

E. Value Engineering/Project Estimating

Describe your firm's value engineering process and how your firm will work with the design team to help reduce project construction and life cycle costs. Explain your firm's methods for estimating costs for project elements where design drawings and specifications are not available.

F. Quality Control

Provide a description of your firm's approach to quality control during construction. Include a description of your firm's quality control personnel that will be used on this job and their level of authority.

G. Facility Management and Preventative Maintenance Plan

Summarize how your firm will assist the City of Ketchikan with a facility management and preventative maintenance plan that will lead to low life cycle costs and sustainability of the City of Ketchikan's significant investment in this project. An important dimension of any Public Library construction project is the operation and maintenance of the facility after it is constructed.

H. Capacity

Provide a summary of your firm's annual construction volume (in dollars) for the past five years. Detail your firm's current and anticipated workload from July 2011 – September 2012 (to the extent possible). Include a description of projects, dollar

values of construction for which your firm is responsible either as a prime or subcontractor, and bonding capacity available for the referenced period. Comment on any significant issues based on your review of the preliminary schedule as it relates to your capacity.

I. Claims History

List any of your firm's claims, litigation, arbitration and mediation open and pending at any time Since January 1, 2005, in which the proposer or a major subcontractor was a party. Describe the issues in dispute, the details of the resolution (if the matter is no longer pending), and the prevailing party or parties.

Proposals will be evaluated according to the questions set out below:

(a) Did the dispute pertain primarily to acts or omissions of the proposer or the subcontractor(s), or did it pertain primarily to problems or issues beyond the control of the proposer or the subcontractor(s) (e.g. owner insolvency, design defects, differing site conditions)?

(b) Did the proposer or the subcontractor demonstrate good faith and a reasonably diligent effort to reach a compromise prior to and during the formal dispute resolution process?

(c) Does the dispute resolution process demonstrate good business judgment by the proposer or subcontractor(s), where the value in dispute justifies the costs of the resolution process and the delays in the exchange of monies during that dispute resolution process?

(d) Was timely performance or quality of work by the proposer or its subcontractor(s) a substantial issue in the dispute, and how was it resolved?

(e) Was coordination, record-keeping, communications, or financial accounting (including support materials for progress payments) a substantial issue in the dispute, and how was it resolved?

J. Price Proposal (Submit in Separate Sealed Envelope from Proposal)

Price Proposals shall be submitted according to the two categories in subparagraphs (a-b) below. 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. For example in the "proposed fee" category described in subparagraph (a) below: If two contractors propose and Contractor A proposes 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 30 points.
Contractor B would receive $30 + ((1 - (6/5)) * 30) = 24$ points

Results that are less than zero will be awarded zero points. For Pre-construction services the following formula will be used to convert fee to points:

$$10 + (1 - \text{Proposed fee} / \text{lowest fee}) = x \text{ points}''$$

- a. **Proposed Fee CM/GC Contractor:** Include both profit and administrative overhead on a percentage basis that will be applied to the direct cost of the work during the construction phase. The City expects responsible proposals to fall within reasonable ranges. The expected range is 4-7%. 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.

- b. **Guaranteed Maximum Price for Pre-Construction Services:** 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 should include a schedule showing projected number of hours for each individual employee and the corresponding fully burdened hourly rate for that employee. The minimum acceptable amount is \$10,000.

Selection Criterion	Maximum Points
Similar Project Experience	30
Project Team and Key Personnel Experience	25
Management Plan	30
Pre-Construction Services Plan	15
Value Engineering/Project Estimating	10
Quality Control	10
Facility Management and Preventative Maintenance Plan	10
Capacity	15
Claims History	15
Price Proposal - Proposed percentage-based fee	30
Price Proposal – GMP for Pre-Construction Services	10
Total Possible Points	200

V. Anticipated Contractual Arrangements

Compensation for Pre-Construction services will be based on hourly compensation rates with a NTE. The construction phase services will be based upon Guaranteed Maximum Price negotiation after completion of the 100% Construction Document Phase of the Design. The City of Ketchikan will require competitive bidding for all major subcontracts. The final Guaranteed Maximum Price must be reconcilable to within 2% of the Independent Cost Estimate.

If the City of Ketchikan is unable to reach agreement on a GMP for construction services with the CM/GC Contractor, the City of Ketchikan reserves the right to abandon negotiations, pay for Pre-Construction Services rendered, and proceed with a different procurement method and/or a different contractor. In the event the City of Ketchikan elects to abandon negotiations and proceed with an alternate procurement method or a

different contractor, the CM/GC Contractor shall not be entitled to any lost profits, consequential damages or other damages, but shall be entitled only to costs based upon work previously performed.

Compensation for construction phase services performed for a stipulated sum will be based on monthly estimates of the percent complete for each portion of the work per an approved schedule of values.

Insurance Requirements. The successful Proposer must meet the following insurance requirements:

During the entire period of the project or work, the CM/GC Contractor shall provide at a minimum with the following types and amounts of insurance. The City of Ketchikan, and their respective related persons or entities (to be determined by City of Ketchikan) shall be named as an additional insured on all insurance policies except professional liability contracts.

- a. Workers' compensation in statutory amounts as required by Alaska law and employer's liability coverage at a minimum of \$1,000,000.
- b. Commercial general liability insurance, with personal injury, contractual liability and product/completed coverage- \$1,000,000 per occurrence and **\$2 million in the aggregate.**
- c. Excess commercial general liability and automobile liability insurance coverage in the amount of \$5,000,000 per occurrence and in the aggregate
- d. Automobile liability including all owned, hired and non-owned, automobiles - \$1,000,000 per occurrence **and in the aggregate.**
- e. During the construction services phase of the project the CM/GC will be required to provide non-reporting builders risk, all risk insurance coverage for up to the replacement value of the construction work.

Each policy of insurance required by this section shall provide for no less than thirty (30) days' advance notice to the City of Ketchikan prior to cancellation or material modification. Failure to provide evidence of adequate coverage is a material breach and grounds for termination of the contract.

Project Bonding Requirements: For the construction services phase of the project, CM/GC shall furnish a one hundred percent (100%) performance bond and a one hundred percent (100%) payment bond on the forms provided in the contract documents with a qualified corporate surety. No bid bond is required with this RFP response.

Wage Rate Requirements: The most current prevailing wage rates as defined by the State of Alaska, Department of Labor, Laborer's & Mechanics' Minimum Rates of Pay Pamphlet (Title 36) are required on this project. The appropriate wage determination will be those in effect at the time that the GMP contract amendment for any portion of the work is signed.

Licenses and Registration: The successful Proposer must have a current Alaska Business License and a current Alaska Contractor's License. Additionally, successful Proposer must have a current City of Ketchikan Business License that includes registration with the Ketchikan Gateway Borough Sales Tax Department. All employees, subcontractors and

their employees must provide proof of their qualifications for the craft in which they are employed where and as required by applicable statute and regulation.

VI. RFP Availability

The RFP is available, electronically, at no cost and will include the Design Development Documents. All firms who plan to submit a proposal must register by sending an email to the office below stating the company name, address, telephone number, and fax number.

Katy Suiter, City Clerk
City of Ketchikan
katys@city.ketchikan.ak.us
907-228-5658

Questions regarding the project or this RFP should be submitted in writing to the above by 4:00 pm, May 4, 2011. Substantive issues will be addressed in a written addendum to the RFP and will be sent to all registered proposers.

VII. Required Pre-Proposal Meeting and Site Visit

There will be a mandatory pre-proposal meeting and site visit on May 3, 2011. The pre-proposal meeting will convene at the KPU Administration Building Conference Room at 2930 Tongass Ave, Ketchikan, Alaska at 2:00 pm. The site visit will follow the pre-proposal meeting. Attendance at both of these meetings is a pre-requisite to submitting a proposal.

VIII. Submittal Requirements

Proposal Submission Deadline: To be considered, a complete proposal package in the format requested must be received by the City of Ketchikan at the address shown below by 4:00 p.m. local time, May 10, 2011. Proposals received after this deadline will not be accepted and will be returned unopened to the responding individual or firm. Faxed copies will not be accepted. Required Number of Submittal Copies: **Eight (8) copies.**

Address or hand deliver sealed proposals to:

Katy Suiter, City Clerk
City of Ketchikan
334 Front Street
Ketchikan, AK 99901
RE: ***“General Contractor/ Construction Manager Proposal – Ketchikan Public Library”***.

Finally, one (1) copy of the Price Proposal should be in a second sealed envelope marked: “General Contractor/ Construction Manager Proposal – Ketchikan Public Library – Pricing Information”.

The City of Ketchikan reserves the right to accept or reject any or all proposals or portions thereof or to waive irregularities or informalities in any of the proposals. There is no express or implied obligation for the City of Ketchikan to reimburse responding firms for

any expenses incurred in preparing proposals in response to this request.

IX. Selection Process/Schedule

Proposals will be reviewed by the City of Ketchikan Selection Committee established for this particular project. Interviews may be required at the discretion of City of Ketchikan. The City of Ketchikan intends to negotiate a contract with the firm which in the Selection Committee's sole judgment will provide the best overall value and expertise on this project. Following the contract negotiation, the City of Ketchikan will issue an "Intent to Award" letter to all proposers. The City of Ketchikan will seek Ketchikan City Council approval of the contract. Upon contract award, the successful proposal, less the confidential financial disclosures, will be made available for public review.

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

Request for Proposals Issued	April 18, 2011
Pre-Proposal Conference	May 3, 2011
Deadline for Questions Regarding RFP	May 5, 2011
Proposals Due:	May 10, 2011
Shortlist:	May 17, 2011
Interviews (if needed):	May 24, 2011
Approval of CM/GC Contract Award by City Council	June 2, 2011
Notice of Intent to Award:	June 3, 2011

X. Other

- Any costs incurred in responding to this request are at the proposer's sole risk and will not be reimbursed by the City of Ketchikan. This RFP does not in any way commit the City of Ketchikan to reimburse recipients of this RFP for any of the costs of preparing and submitting a proposal for these services. Furthermore, this RFP does not obligate the City of Ketchikan to accept or contract for any services expressed or implied.
- Clarification, modification, rejection of RFP: The City of Ketchikan reserves the right to:
(1) Modify or otherwise alter any or all of the requirements herein. In the event of any modifications, all selected Proposers will be given an equal opportunity to modify their proposals in the specific areas that are requested. (2) Reject any proposal not adhering to any and all requirements set forth in this RFP. (3) Reject any or all responses received. The City of Ketchikan reserves the right to terminate this RFP at any time.
- The City of Ketchikan shall provide for the administrative review of a complaint filed by an aggrieved proposer which allows the proposer to file a proposal protest, within 10 days after notice is provided of intent to award the contract, requesting a hearing for a determination and award of the contract. The City of Ketchikan shall provide notice to all parties submitting proposals of the filing of the proposal protest. A protest shall be deemed to include only the documents timely delivered pursuant to this section. It must clearly state all of the grounds for the protest and must include all arguments and evidence in support of the protest. The City of Ketchikan may investigate as it deems appropriate in reviewing the protest, and will issue a written response to the protest.

The City of Ketchikan may proceed with the contract award, execution, and performance while a protest is pending.

- The City of Ketchikan reserves the right to waive informalities, and to make a selection as deemed in its own best interest. The City of Ketchikan reserves the right to reject any and/or all proposals which they deem to be not in the best interests of the City of Ketchikan and to proceed with the next proposer or to utilize an entirely different process.
- All proposals and other materials become the property of the City of Ketchikan and may be returned only at the option of the City of Ketchikan. Detailed costs and price information provided will be held in confidence until the contract is signed.
- In the event it becomes necessary to revise any part of this RFP, addenda will be provided to any entity that was provided the basic RFP package. The City of Ketchikan reserves the right to postpone the date and time for receipt of proposals at any time prior to the time announced. Responses to questions prior to submittal of proposals must be in writing. Written answers will be provided to all proposers.

XI. Proposal Checklist

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

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

Procedural Qualifications

- Proposers must be registered (company name, address, telephone number and fax number) with the City of Ketchikan as indicated in Section I of the RFP.
- Proposals must be received in the Office of the City Clerk no later than the date and time indicated in Section I.

Form and Content of Proposals

- A signed copy of this Proposal Checklist.
- Proposals must be in a sealed envelope or box clearly marked "**Construction Manager/General Contractor Proposal – Ketchikan Public Library**" on the outside of the envelope or box in order to be considered responsive.
- Price Proposals must be submitted in a separate sealed envelope with the outside of sealed envelope "**General Contractor/ Construction Manager Proposal – Ketchikan Public Library – Pricing Information**" in order to be considered responsive.
- Proposals must respond directly to this RFP and must include the contents set out in Section IV. Proposals that do not meet that requirement will be considered to be non-responsive.
- A signed Statement of Understanding relating to State of Alaska Wage and Hour Requirements (use attached form).

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 Proposers.

Company

Date

Signature and Title

Printed Name

XII. STATE OF ALASKA WAGE AND HOUR REQUIREMENTS STATEMENT OF UNDERSTANDING

The proposer / contractor is hereby notified that this project falls under the provisions of Title 36 of the Alaska Statutes also known as Prevailing Wage. By signing this form the proposer / contractor acknowledges his understanding of these requirements for undertaking this construction project for the City of Ketchikan.

Little Davis Bacon Act (LDBA) This project qualifies as LDBA and therefore requires filing of certified payrolls in accordance with Title 36 of Alaska Statutes (Prevailing Wage Law). Subcontractors shall be required to provide proof of insurance and licensing. If a proposer has questions concerning the requirements for this LDBA project, contact Don Beatie, State of Alaska Department of Labor & Workforce Development, Wage and Hour Administration at: Phone: (907)465 4842; or e-mail don_Beatie@labor.state.ak.us.

State of Alaska Debarment List A person appearing on the State of Alaska's debarment list and a firm, corporation, partnership, or association in which the person has an interest may not work as a contractor or subcontractor on a public construction contract for the state or a political subdivision of the state for three years from the date of debarment. This list is provided in the State of Alaska, Wage and Hour Administration, Department of Labor Standards & Safety, Laborers' & Mechanics' Minimum Rates of Pay Pamphlet 600 available at: <http://www.labor.state.ak.us/lss/pamp600.htm>.

This form is a part of the bid and failure to submit is a basis for rejection of the bid.

Dated at _____, this _____ day of _____, 2011.

I hereby certify that I understand the above outlined requirements:

Name of Contractor

Signature

Title of Person Signing

**XIII. GUARANTEED MAXIMUM PRICE PROPOSAL FORM
KETCHIKAN PUBLIC LIBRARY PROJECT**

Contract Documents which are the basis for the GMP:

1. This RFP
2. Ketchikan Public Library Project Pre-Construction Phase Services and Construction Phase Work Contract with the following Exhibits:
 - a. Exhibit A 65% Design Development Documents
 - b. Exhibit B General Conditions
3. Proposer's response to this RFP
4. Other
 - a. _____
 - b. _____

Pre-Construction Phase Services \$ _____

Contractor's Fee _____%

Company Date

Signature and Title Printed Name

END OF RFP