
REQUEST FOR PROPOSALS

PROFESSIONAL ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE KETCHIKAN PERFORMING ARTS CENTER PROJECT

THIS IS NOT AN OFFER

RELEASE DATE: February 12, 2014

First City Players is soliciting sealed proposals from qualified individuals or firms to provide architectural and engineering design (A/E) services for the renovation of a new performing arts center in Ketchikan, Alaska.

To receive the Request for Proposals (RFP) contact: 907-225-4792, Office of First City Players, 335 Main Street, Ketchikan, Alaska 99901. Requests for the RFP may also be faxed to 907-225-7206 or emailed to info@ketchikanpac.org. The RFP will also be posted on the Ketchikan Performing Arts Center website, www.ketchikanpac.org. Even though the RFP documents are provided online, each company must register with First City Players by sending an email to: info@ketchikanpac.org. **Proposals from unregistered respondents will not be accepted.** The required email must include the: company name, address, telephone number, and fax number. No faxed or oral proposals will be allowed.

Proposal Submission Deadline: To be considered, a completed sealed proposal package in the format requested **must be received by the Office Manager for First City Players, 335 Main Street, Ketchikan, Alaska 99901 by 3 p.m. local time, March 12, 2014.**



Elizabeth Nelson
Executive & Artistic Director

TABLE OF CONTENTS

1. Project Overview	
1.1 Project Background	1
1.2 Goals for the Project.....	1
1.3 Project Description	1
1.4 Project Site	2
1.5 Project Budget and Funding	2
1.6 Project Schedule	2
1.7 Project Approach.....	2
1.8 Prospective Respondents Must Register.....	3
2. A/E Team Selection Process.....	3
3. Scope of Work.....	3
4. Selection Criteria	
4.1 Criteria Other Than Cost	4
Evaluation Criteria	6
4.2 Cost Criterion	8
5. Selection Schedule	9
6. Proposal Content and Format	10
6.1 Cover Letter.....	10
6.2 Response to Criteria.....	11
6.3 Required Signatures.....	12
6.4 Resumes	12
7. Submittals.....	13
7.1 Deadline	13
7.2 Pre-Proposal Meeting.....	13
7.3 Inquiry Deadline	13
7.4 Delivery Instructions	13
7.5 Required Number of Copies	13
8. Additional Information.....	14
8.1 Submit Questions	14
8.2 Insurance.....	14
8.3 Licenses & Registration.....	15
8.4 Exhibits.....	15
Proposal Documentation	1 – 7
Proposal Checklist.....	1 - 2
EXHIBIT A, 3-page Conceptual Drawing 8/9/2010 (with 1 Updated Sheet) ...	1 - 4
EXHIBIT B, 2010 Revised Conceptual Design Submittal and Construction Cost Estimate	1-41
EXHIBIT C, Facility Conditions Survey & Concept Design Narrative.....	1-33
Form of Agreement.....	1 – 9 + Exhibit Sections

KETCHIKAN GATEWAY BOROUGH REQUEST FOR PROPOSALS

ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE KETCHIKAN PERFORMING ARTS CENTER

SECTION 1. PROJECT OVERVIEW

1.1 Project Background

First City Players owns, operates, maintains their office and is the fiscally responsible organization for the Historic Fireside/Elks Building at 335 Main Street and plans on renovating the existing structure into the Ketchikan Performing Arts Center, which will serve as a home for First City Players, Ketchikan Theatre Ballet, and provide rehearsal, performance and event space to the performing arts community and the general public.

1.2 Goals for the Project

The performing arts center must serve:

- the educational curriculum for students in grades K-12;
- as a venue for live entertainment;
- public performance needs of the community;
- as a setting for local arts and entertainment; and
- other public uses as arts users' scheduling allow.

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

- promotes keeping original structure, providing multi use and function as well as form;
- ensures long-life of the performing arts 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 cornerstones of the community.

1.3 Project Description

The conceptual scope of the performing arts center project is outlined below:

- 21,871 square foot three story complex;
- First Floor is for First City Players office, shop space, storage and public restrooms;
- Second Floor is for ballet studios, office and changing rooms, and includes the main entrance;
- Third Floor is for a flexible theater space, dressing rooms, ticket office, and a small commercial kitchen.

Three pages of conceptual design drawings dated August 8, 2010 showing the general floor layout of the performing arts center options plus an additional page showing recent renovation of the FCP office space on the ground floor, are incorporated in this RFP as EXHIBIT A.

1.4 Project Site

The Performing Arts Center will be a renovation of the historic Fireside/Elks building at 335 Main Street, Ketchikan, Alaska. The architectural and engineering (A/E) services contractor to be selected for the project will be required to perform civil and structural engineering investigation, analyses, and other reviews of the site and existing building to determine its unquestioned suitability to meet the established project goals of longevity, durability, and minimum life cycle costs.

1.5 Project Budget and Funding

The project is estimated to cost approximately \$4,574,969 to construct, with a total project budget of \$6,462,000. A 41-page construction cost estimate dated 08/17/2010 is incorporated in this RFP by reference as EXHIBIT B and is available online at: <http://www.ketchikanpac.org>.

This project is funded by public and private grants and donations. Accordingly, procurement of A/E services, procurement of Construction Manager/General Contractor – Best Value services for renovation and construction, and other elements of the project will be based on a not to exceed Time and Materials plus reimbursables as submitted in this proposal.

1.6 Project Schedule

Three separate Notice to Proceeds will be issued in phases contingent upon securing sufficient funding per phase. The three phases are defined as:

- Phase 1 - 35% plans include early structural repairs, schematics and mechanicals;
- Phase 2 - 65% design plans complete to allow the addition of a CM/BV construction firm; and
- Phase 3 - 100% design and constructability.

The A/E Design NTP (Phase 1) for this Ketchikan Performing Arts Center is anticipated to be issued pending Board approval of the A/E design contract on April 9, 2014 and execution of said contract by both parties.

The preliminary project schedule calls for the early structural repair and utility package to be completed no later than August 15, 2014. A Guaranteed Maximum Price Contract Award based on 100% construction documents, as outlined in Section 1.6, will follow. Construction is planned to begin in stages as funding allows, and is expected to be completed within 3 years.

1.7 Project Approach

First City Players intends to use the Construction Manager/General Contractor – Best Value (CM/GC BV) delivery approach for renovation and construction of this project. The project team will include the A/E firm hired through this solicitation, a CM/GC BV Construction Contractor hired at the completion of Phase 2, Schematic Design, and Project Manager bid documents will coincide with the 35% plan completion (Phase 1). The project team shall report directly to the Performing Arts Center Building Committee and ultimately to the First City Players' Board of Governors.

1.8 Prospective Respondents Must Register

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

First City Players'
Office Manager, Debby Otte
907-225-4792, Fax 907-225-7206
Email: info@ketchikanpac.org

SECTION 2. A/E DESIGN TEAM SELECTION PROCESS

Proposals received in response to this RFP will be reviewed by a Proposal Review Team (PRT) appointed by the First City Players' Board of Governors. 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 First City Players' Board for consideration. After reviewing the Performing Arts Center financial resources, the PRT will present a recommendation to the First City Players' Board for its action. Final action will be solely at the discretion of the First City Players' Board.

The selection will be made on the basis of qualifications and fees. The First City Players reserves the right to cancel this procurement effort and will not reimburse respondents for any costs of preparation or submission of proposals.

SECTION 3. SCOPE OF WORK

First City Players is requesting proposals from qualified individuals, firms or team of professionals to provide A/E Services for the renovation of the building located at 335 Main Street, Ketchikan, Alaska into the Ketchikan Performing Arts Center. Fee proposals should correspond with the scope of services categories listed below. Fees will be based on unit costs plus reimbursable expenses.

Scope of work includes:

1. Civil and structural engineering investigation and review of existing site to confirm suitability for Performing Arts Center renovation and construction. A Facility Condition Survey and Concept Design Narrative by Bettisworth North Architects & Planners dated 6/24/2009 is incorporated in this RFP by reference and is attached as EXHIBIT C.
2. Schematic Design Services and project schedule.
3. Design Development Services - Includes coordination with the selected CM/GC BV construction contractor's preconstruction services efforts including value engineering, constructability reviews and reconciliation of construction cost estimates with A/E estimate.
4. Construction Documents structural repair and upgrading to current codes and Utilities - The A/E team will be required to prepare an early package to include as a minimum some demolition (yet keeping the existing décor and character of the building) and structural repair. The goal is to begin construction at the earliest possible date whereby the

construction contractor can efficiently construct the Performing Arts Center. Includes coordination with the selected CM/GC BV construction contractor's preconstruction services efforts including value engineering, constructability reviews and reconciliation of construction cost estimates with A/E estimate.

5. Construction Documents for Complete Facility – 95% design review documents plus 100% Construction documents. Includes coordination with the selected CM/GC BV construction contractor's preconstruction services efforts including value engineering, constructability reviews and reconciliation of construction cost estimates with A/E estimate.
6. Construction Administration – A/E construction administration services to include but are not limited to weekly coordination meetings (via teleconference, if necessary) and site visits (as required), submittal review and coordination of potential C.O.P. (change order proposals), IFB review and recommendations, supplemental design instructions as necessary, pay estimate review, final inspections and punch listing, and O&M Manual review and approval.
7. Compliance with Title 18 of the Ketchikan Gateway Borough Code of Ordinances (Code) to ensure conformity with Borough Zoning and Titles 18 and 19 of City of Ketchikan's Municipal Codes. A pre-renovation meeting with all applicable parties: The Borough, the Fire Marshall, the City Building Official and other government agencies to be coordinated with First City Players at the earliest point in the development of a conceptual/preliminary site plan. Compliance with development regulations such as yard setbacks, parking, and utility easements, as well as input for design and requirements of other agencies, will assist in the permitting and development process.
8. Cost estimates at Schematic, Design Development and Construction Document phases including the early structural repairs.
9. Commissioning Plan and administration
10. Specifications for facility Furniture, Fixtures and Equipment (FF&E) in coordination with recognized experts in theater design, to include sound, seating and theater lighting.
11. Provide As-Built drawings in both AutoCAD and PDF electronic formats.

The A/E shall be entitled to reimbursement for actual expenses for such expenditures as travel, advertising, printing/photocopying, postage and delivery, telephone and clerical charges. Authorized reimbursable expenses are to be included in the total amount stipulated in Paragraph 4. The A/E shall a listing of expenses by category of expenditure as a part of any billings. No compounding will be allowed for subcontractor reimbursable costs.

SECTION 4. SELECTION CRITERIA

4.1 Criteria Other Than Cost

Qualifying proposals will be scored by the PRT members noted in Section 2.

Unless otherwise indicated, reviewers will judge whether the proposal exceeds, meets, partially meets, or does not meet the criteria listed in the RFP, and assign the appropriate point value, as follows:

FIRST CITY PLAYERS- RFP
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
FOR THE KETCHIKAN PERFORMING ARTS CENTER

- 0 points: Does not meet the criterion
- 5 points: Partially meets the criterion
- 10 points: Meets the criterion
- 15 points: Exceeds the criterion

Weights for each criterion are listed in the third column from the right in the table below. The weights will be applied to the raw score (0, 5, 10, or 15 points) given by the reviewers for each criterion. For example, under 1-a), if respondent team members have all had superior experience on many projects of similar cost (\$3,000,000-\$6,000,000), size (20,000 to 30,000 square feet), and complexity (e.g., performing arts centers; or renovation 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).

The cost criterion will be evaluated as outlined in Section 4.2.

SEE NEXT PAGE FOR EVALUATION CRITERIA

FIRST CITY PLAYERS- RFP
 ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
 FOR THE KETCHIKAN PERFORMING ARTS CENTER

	EVALUATION CRITERIA	WEIGHT	SCORE	WEIGHTED SCORE
1.	<p>Experience of the “A/E Design Team” (i.e., architectural designers, engineering team and other professional staff members).</p> <p>The maximum total score on this component is 20 points.</p> <p>Proposals will be measured in terms of whether project team members have held roles similar to the one planned for the Performing Arts Center project for projects that meet the criteria in a) through i) below.</p> <p>A/E experience with theaters is critical. Recognition of the particular challenges presented by the climate in Ketchikan is also crucial.</p>			
	a). of similar scope (e.g., theaters, performing arts centers and renovation of existing facilities); similar cost (\$3,000,000-\$6,000,000), similar size (20,000 to 30,000 sf)	0.333		
	b). in Southeast Alaska or similar maritime environments	0..333		
	c). other projects with local or state government agencies, or non-profit entities.	0.111		
	d). using CM/GC project delivery approach;	0.111		
	e). involving value-engineering;	0.111		
	f). using life-cycle cost estimating intended to promote value in terms of asset life; operations; and maintenance and repair;	0.111		
	g). involving commissioning (a quality-oriented process for achieving, verifying, and documenting that the performance of facilities, systems, and assemblies meets defined objectives and criteria);	0.111		
	h). including procurement of furnishings and moveable equipment (FF&E); and	0.055		
	i). involving stakeholders and/or a Building Committee in the design process	0.055		
2.	<p>Character, integrity, reputation, and judgment of the firm and project team.</p> <p>The maximum total score on this component is 20 points. A maximum of 3.33 points is available for each of the criteria set out in a) through c). A maximum of 10 points is available for the element set out in d).</p> <p>The criteria in a) through d) will be measured in terms of litigation and claims against professional liability insurance, whether the prime firm and members of the A/E team (when combined) have, during the past ten years:</p>			
	a). Had claims filed (past, pending, or anticipated)	0.333		

FIRST CITY PLAYERS- RFP
 ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
 FOR THE KETCHIKAN PERFORMING ARTS CENTER

	EVALUATION CRITERIA	WEIGHT	SCORE	WEIGHTED SCORE
	against errors and omissions insurance (or other professional liability insurance); (0 points for 3 or more claims; 5 points for 2 claims; 10 points for 1 claim; and 15 points for 0 claims).			
	b). Had lawsuits filed (past or anticipated) alleging professional negligence or other liability in any projects same scoring system as in 2a);	0.333		
	c) Have filed lawsuits or formal claims against owners for which the firm or team members provided professional services (same scoring system as in 2a); and	0.333		
	d) This criterion involves evaluation of the respondent's philosophy, skill, and experience in avoiding and dealing with disputes, claims, and litigation (discretion is afforded to the PRT in evaluating this element; a maximum of 10 points is allowed, the score for this element will be entered in the far-right column).			
3.	Performance regarding budget and schedule control on prior contracts. The maximum total score on this component is 10 points. The criteria are set out in a) and b):			
	a). 90% of the construction projects for which Architectural and Engineering Design Services have been provided have been completed within budget; and	0.337		
	b). 90% of construction projects for which Architectural and Engineering Design Services have been provided have been completed on schedule.	0.333		
4.	Whether the respondent has the capacity to meet First City Players' goals set out in Section 1.2 and to complete the scope of work outlined in Section 3 of this RFP within the target dates specified. The maximum total score on this component is 15 points. The criteria will be judged whether the respondent:			
	a). has provided a persuasive explanation that the A/E team members have the capacity to provide Architectural and Engineering Design services for this project within the times specified;	0.200		
	b). has offered a credible statement the firm will	0.200		

FIRST CITY PLAYERS- RFP
 ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
 FOR THE KETCHIKAN PERFORMING ARTS CENTER

	EVALUATION CRITERIA	WEIGHT	SCORE	WEIGHTED SCORE
	help First City Players achieve the project goals outlined in Section 1.2 of this RFP;			
	c). provided a realistic plan and schedule to meet all elements of the project scope;	0.200		
	d). has convincingly stated the capacity, availability and accessibility of A/E team to perform work for this Ketchikan Performing Arts Center project; and	0.200		
	e). has a level of contractual or other obligations for other projects such that there is a reasonable likelihood that the respondent would be able to properly perform A/E design services for the Performing Arts Center project on time and within budget	0.200		
5.	Project approach to successfully design the project in accordance with project goals. The maximum total score on this component is 20 points. These criteria are measured in terms of whether the respondent has provided a plan to ensure that:			
	a). Approach to work plan so project is designed and delivered in accordance with project goals	0.25		
	b). Coordination with stakeholders and public during development of design for Performing Arts Center;	0.25		
	c). Cost and Schedule control	0.25		
	d). Quality Control/Quality Assurance Procedures	0.25		
6.	Familiarity with the details of the project. The maximum total score on this component is 5 points.			
	a). This criterion is determined on the basis of the respondent's understanding the elements of the project	1		
7.	Cost of services. The maximum total score on this component is 10 points.			
	See below.	0.20		

4.2 Cost Criterion

Assuming a respondent-set design schedule and overlapping construction period (as detailed in the Scope of Work), the respondent must state the anticipated number of hours to be spent on this project and hourly cost for **each** member of the Architectural and Engineering Design team for **each** of the major areas of the project listed in 1-11 of the scope section of the RFP (Section 3). The reimbursable costs for travel and document printing should also be listed in the cost proposal.

The respondents must submit an estimated total cost for A/E services. A determination will be made whether the total cost estimate provided by the respondent is balanced, credible,

and realistic in terms of the likelihood that the A/E contractor will be able to achieve the goals outlined in Section 1.2 of this RFP. If the respondent's estimate is not considered to be balanced, realistic, and credible, the respondent will be given zero points for this criterion.

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

The following example is offered where:

- Respondent A offers a responsive cost estimate of \$1,000,000;
- Respondent B offers a responsive cost estimate of \$1,100,000;
- Respondent C offers a responsive cost estimate of \$1,200,000; and
- Respondent D offers a responsive cost estimate of \$1,300,000

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

- Respondent A's score would be: $150 - (\$1,000,000 / \$1,000,000 \times 100) = 50$ points
- Respondent B's score would be: $150 - (\$1,100,000 / \$1,000,000 \times 100) = 42.31$ points
- Respondent C's score would be: $150 - (\$1,200,000 / \$1,000,000 \times 100) = 34.62$ points
- Respondent D's score would be: $150 - (\$1,300,000 / \$1,000,000 \times 100) = 26.92$ points

SECTION 5. SELECTION SCHEDULE

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

Request for Proposals Issued:	February 12, 2014
Pre-Proposal Conference	February 21, 2014
Deadline for Questions re RFP	March 5, 2014
Proposals Due:	March 12, 2014
Proposal Review:	March 20, 2014
Interviews (If held):	March 26, 2014
Notice of Intent to Award:	March 28, 2014
Approval of Contract Award by Board:	April 9, 2014

SECTION 6. PROPOSAL CONTENT AND FORMAT

First City Players recognizes that respondents are likely to commit significant resources in preparation of their proposals. Further, it is in First City Players' best interest to have maximum competition among respondents to provide A/E services in order that First City Players retains the most qualified respondent, with consideration of cost. As such, it is in the best interests of First City Players 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 would not be uncommon for a proposal to be deemed non-responsive by First City Players because of what some might consider are inconsequential errors or omissions by a respondent. For example, proposals can be rejected by First City Players 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 First City Players 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 First City Players' Office Manager. It is not uncommon for one or more respondents to be disqualified in submitting proposals to agencies in Ketchikan because the proposals were not received in a timely manner. USPS mail and special deliveries to Ketchikan may be delayed because of weather, company routing or other circumstances.

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

Proposal Checklist	Use form provided in RFP
Proposal Documentation	Use forms provided in RFP
Cover Letter	2 pages maximum
Response to Criteria Except Cost	15 pages maximum
Response to Cost Criterion	5 pages maximum
Resumes	2 pages maximum*

* per member of the project team

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

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

6.1 Cover Letter

In the cover letter, the respondent must:

- (1) state its understanding of the services to be performed,
- (2) explain why the respondent firm is the best qualified to provide those services,
- (3) state why the respondent firm is most likely to help First City Players achieve the goals outlined in Section 1.2 of this RFP, and

- (4) provide the name and contact information of the individual who is authorized to make representations and commitments on behalf of the respondent.

6.2 Response to Criteria

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

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

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

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

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

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

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

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

Provide information about the firm’s performance on A/E services in terms of the two criteria listed in part 3 of the scoring table set out in Section 4.1 of this RFP.

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

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

D. *Capacity to meet the First City Players’ goals outlined in Section 1.2 of this RFP and to complete the scope of work outlined in Section 3 of this RFP.*

Provide information about the firm and team’s ability and capacity to meet the First City Players’ goals and to timely complete the scope of work in terms of the criteria listed in part 4 of the scoring table set out in Section 4.1 of this RFP.

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

E. Project approach and methodology to provide design services for Ketchikan Performing Arts Center.

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

F. Understanding of Ketchikan Performing Arts Center project scope and goals.

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

G. Cost of services.

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

6.3 Required Signatures

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

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

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

6.4 Resumes

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

Include resumes for individuals who will have primary responsibility for each task and phase of the project. List name, title, intended role and responsibilities for the duration of the contract, educational background, specific qualifications related to role and responsibilities, past relevant experience, number of years of relevant experience,

supervisory responsibilities if relevant, list of projects individual was associated with during the last five years including type of project and project cost.

SECTION 7. SUBMITTALS

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

7.1 Deadline

All Proposals must be received no later than 3 p.m., Alaska Time, on March 12, 2014.

7.2 Pre-Proposal Meeting

There will be a pre-proposal meeting at 1:30 pm on Friday, February 21st at the project site, 335 Main Street, Ketchikan, AK. Potential respondents are welcome to attend in person or participate in the meeting via teleconference. Should telephonic participation be desired, please forward the name and number of who will be participating to info@ketchikanpac.org for inclusion in the call.

7.3 Inquiry Deadline

Questions, objections, or protests relating to defects, errors, omissions or the content of the RFP, must be made in writing and received by First City Players' Board no later than 3 p.m., Wednesday, March 5, 2014, so that any necessary changes may be published and distributed to all registered parties.

7.4 Delivery Instructions

Proposals must be received by First City Players' Office Manager by the deadline noted in Section 7.1 at the address noted in Section 7.4.

7.5 Required Number of Copies

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

PROPOSAL FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE KETCHIKAN PERFORMING ARTS CENTER

**First City Players
335 Main Street
Ketchikan, Alaska 99901**

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

Proposals submitted by fax will not be accepted.

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

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

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

**ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE
KETCHIKAN PERFORMING ARTS CENTER**

SECTION 8. ADDITIONAL INFORMATION

8.1 Submit Questions. Questions regarding the project or this RFP should be submitted in writing no later than 3 p.m., March 5, 2014, to the contact below. Substantive issues will be addressed in a written addendum to the RFP.

Address questions to:

First City Players' Office Manager
Telephone: 907-225-4792
Fax: 907-225-7206
E-mail: info@ketchikanpac.org

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

a. Workers' compensation as required by law and employer's liability coverage at a minimum of \$1,000,000. The Workers' compensation policy shall include a Waiver of Subrogation in favor of First City Players.

First City Players shall be insured as additional insured on all insurance policies except professional liability policies.

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

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

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

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

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

8.4 Exhibits.

EXHIBIT A: Three pages of conceptual design drawings from August 8, 2010 plus one page of updated ground floor plans from the construction of the First City Players' office and is available online at <http://www.ketchikanpac.org> [Note: This exhibit will become EXHIBIT B of the signed agreement.]

EXHIBIT B: A 41-page construction cost estimate dated 08/17/2010, is incorporated in this RFP by reference as EXHIBIT B and is available online at: <http://www.ketchikanpac.org> [Note: This exhibit will become EXHIBIT C of the signed agreement.]

EXHIBIT C: A 33-page Facility Condition Survey and Concept Design Narrative by Bettisworth North Architects & Planners dated 6/24/2009 is incorporated in this RFP by reference and is attached as EXHIBIT C. This document is available online at <http://www.ketchikanpac.org> [Note: This exhibit will become EXHIBIT D of the signed agreement.]

EXHIBIT A

FIRST CITY PLAYERS- RFP
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
FOR THE KETCHIKAN PERFORMING ARTS CENTER

EXHIBIT B

FIRST CITY PLAYERS- RFP
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
FOR THE KETCHIKAN PERFORMING ARTS CENTER

EXHIBIT C

PROPOSAL DOCUMENTATION
(Must be included with all submitted proposals)

TO: First City Players herein called the Owner:

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

**PROFESSIONAL ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
FOR THE KETCHIKAN PERFORMING ARTS CENTER PROJECT**

1. Award of Project. The Owner 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 Owner. Any deviations, modifications, or alternatives proposed shall be specified and clarified by the respondent on the provided form as an EXCEPTION SUMMARY. Insufficient information pertaining to exceptions shall be at the respondent's risk and may result in rejection of the proposal.
4. Acknowledgment of Insurance Requirements.
I, _____, acknowledge the insurance requirements as stipulated in the RFP.
5. Respondent certification.

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

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

FIRST CITY PLAYERS- RFP
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
FOR THE KETCHIKAN PERFORMING ARTS CENTER

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

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

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

RESPONDENT:

By: _____

Title: _____

Alaska Business License No. _____

Company/Firm Name _____

Telephone _____

Fax No. _____

Mobile No. _____

Business Address _____

Email _____

Date _____, 2014.

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

FIRST CITY PLAYERS- RFP
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
FOR THE KETCHIKAN PERFORMING ARTS CENTER

SUBCONTRACTORS: The respondent may not subcontract greater than fifty percent (50%) of this project without prior written approval of the Owner. List all subcontractors who will be providing greater than five percent (5) of the project work and an approximate percentage of their individual participation by discipline.

SUBCONTRACTORS:

Company/Firm Name _____

Estimated percentage of subcontractor's participation by discipline _____

Telephone _____

Fax No. _____

Business Address _____

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

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

Telephone \_\_\_\_\_

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

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

~~~~~  
Company/Firm Name _____

Estimated percentage of subcontractor's participation by discipline _____

Telephone _____

Fax No. _____

Business Address _____

Please use additional sheets as needed.

FIRST CITY PLAYERS- RFP
 ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
 FOR THE KETCHIKAN PERFORMING ARTS CENTER

PARTNERSHIP ACKNOWLEDGMENT (if applicable)

STATE OF _____)
) ss.
 _____ JUDICIAL DISTRICT)
 COUNTY OF _____)

On this _____ day of _____, 2014, 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)

PROPOSAL CHECKLIST

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

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

Procedural Qualifications

- Respondents must be registered (company name, address, telephone number and fax number) with First City Players Office as indicated in the RFP.
- Proposals must be received by the Office Manager at First City Players no later than 3 p.m., Alaska Time on March 12, 2013.

Form and Content of Proposals

- Proposals must be in a sealed envelope or box clearly marked “PROPOSAL FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE KETCHIKAN PERFORMING ARTS CENTER” on the outside of the envelope or box in order to be considered responsive.**
- Proposals must respond directly to the evaluation criteria for this project set out in Section 4 of this RFP and must include the contents set out in Section 6. (Note: The determination whether a proposal responds directly to the evaluation criteria for this project will not be made by First City Players Office Manager or her designee at the time of the opening of the proposals. Instead the Proposal Review Team or First City Players’ Board will, during the proposal review process, determine whether each proposal responds directly to the evaluation criteria. Proposals that do not meet that requirement will be considered to be non-responsive.
- Price-proposal component** must be submitted in a separate sealed envelope marked: **“PRICE – PROPOSAL COMPONENT; FROM [NAME OF RESPONDENT]; ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE KETCHIKAN PERFORMING ARTS CENTER”** within the outer sealed envelope or box. The price-proposal component must
 - state the anticipated number of hours to be spent on this project and hourly cost for **each** member of the A/E team for **each** of the major areas of the project listed in 1 – 11 of the scope section of the RFP (Section 3);
 - state all other costs to be charged to the Performing Arts Center account (held by First City Players) for A/E services;
 - state an estimated total cost for A/E services based on the three phases; and
 - be signed and dated by the person who prepares it; if that person is not authorized to bind the respondent, the price-proposal component must also be signed by a person who is authorized to bind the respondent.

FIRST CITY PLAYERS- RFP
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
FOR THE KETCHIKAN PERFORMING ARTS CENTER

- Respondents must acknowledge the insurance requirements on the Proposal Documentation form.
- A total of six sets of the proposal must be submitted; and one of the six sets (the original) must be suitable for copying, specifically it shall not be bound and it shall be printed on one side of 8.5-inch by 11-inch white paper. The proposal must also include six copies of the complete proposal (including the price-proposal component) in electronic format (MS Word or text-searchable PDF-document on a CD).
- Respondents must include a statement of any intent to subcontract services or activities under the proposed project by listing subcontractors on the enclosed list or writing N/A if the use of subcontractors is not anticipated.
- All pages of the Proposal Documentation section of the RFP must be submitted with the proposal. (The proposal content and format requirements are set out in Section 6 of the RFP).
- All proposers, other than individuals, must include evidence of authorization to sign on behalf of the corporation, partnership, limited liability company, or other organization.

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

Company

Date

Signature and Title

Printed Name

**PROFESSIONAL SERVICES AGREEMENT FOR
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR
THE KETCHIKAN PERFORMING ARTS CENTER**

This Agreement made and entered into this _____ day of _____, 2014, by and between **First City Players**, hereinafter "**Owner**", a 501(c)(3) Non-profit Corporation, whose address is: 335 Main Street, Ketchikan, Alaska 99901, and ***** , whose address is ***** , and licensed and qualified to do business within the State of Alaska, hereinafter called "**Prime Architect**."

1. **Engagement.** First City Players agrees to engage the **Prime Architect** to perform those services described below, for completion of the project described as Ketchikan Performing Arts Center.
2. **Services.** The **Prime Architect** warrants that it is qualified and properly licensed and agrees to perform certain services necessary for completion of the project, which services shall be set forth in Exhibit A, Scope of Work.
3. **Relationship.** The **Prime Architect** is an independent contractor and is not to be considered an agent or employee of the **Owner**. The **Prime Architect** has no authority to bind the **Owner**.

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

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

FIRST CITY PLAYERS- RFP
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
FOR THE KETCHIKAN PERFORMING ARTS CENTER

7. **Method of Payment.** Progress payments will be made by the **Owner** upon written request from the **Prime Architect** and approval by the Project Manager. Such payments, if approved by the **Owner**, will be payable no more frequently than monthly.
8. **Ownership.** All original documents, including but not limited to, tracings, plans, specifications, maps, reports, basic work notes, sketches, charts, computations, photographs and original negatives thereof, and all other data prepared, obtained or received by **Prime Architect**, in the performance of this agreement, shall be and become the sole and exclusive property of the **Owner**.
9. **Term.** The term of this Agreement shall commence on issuance of Notice to Proceed, at which time the **Prime Architect** shall begin work on the project and continue, subject to the termination provisions of Paragraph 10, until the project is completed, whichever occurs first.
10. **Termination.** This agreement may be terminated: (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by the **Owner** for its convenience upon 10 days prior written notice to the Prime Architect; or (c) upon mutual written agreement of both parties. In the event of termination, the **Prime Architect** shall stop work immediately and shall be entitled to compensation for professional service fees and for authorized expense reimbursement to the date of termination; and the Contractor shall provide to the **Owner** all work product completed or in progress at such date and communicate such recommendations and conclusions to the **Owner** as may have been formed by such date.
11. **Hold Harmless and Indemnify.** The **Prime Architect** agrees to appear and defend, indemnify and hold the **Owner**, its officers, employees and agents harmless from any and all claims, lawsuits, liabilities, penalties, or fines, including attorney's fees and costs relating to damages or loss during the course of and as a result of the **Prime Architect's** negligent acts, errors or omissions.
12. **Insurance.** During the entire period of the project or work, the **Prime Architect** shall provide the following types of insurance. All policies shall have a mandatory thirty (30) day cancellation clause.
 - a. Workers' compensation as required by law and employer's liability coverage at a minimum of \$1,000,000. The Workers' compensation policy shall include a Waiver of Subrogation in favor of the **Owner**.

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

 - b. Commercial general liability insurance, not excluding explosion, contractual liability or product/completed operation liability insurance - \$1,000,000 per occurrence and \$2,000,000 aggregate.

FIRST CITY PLAYERS- RFP
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
FOR THE KETCHIKAN PERFORMING ARTS CENTER

- c. Comprehensive automobile liability, bodily injury and property damage, including all owned, hired and non-owned, automobile - \$1,000,000 per each accident.
 - d. Professional liability insurance covering errors and omissions at \$2,000,000 per claim.
13. **Non waiver.** No delay or omission of the right to exercise any power by the **Owner** shall impair any such right or power, or shall be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this agreement by the **Owner** shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by the **Owner** to any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.
14. **Successor and Assigns.** Except as otherwise provided herein, the covenants, agreements, and obligations herein contained shall extend to bind and inure to the benefit not only of the parties hereto but their respective personal representatives, heirs, successors and assigns.
15. **Time of the Essence.** Time is of the essence of each term, condition, covenant and provision of this agreement.
16. **Contract Documents.** The Contract, and the component parts of this Contract, entered into by the acceptance of the **Prime Architect's** Proposal and the signing of this Agreement consist of the following documents, all of which are component parts of said Contract and are as fully a part thereof as if herein set forth in full, and if not attached, as if attached hereto:
- a. This Agreement, including;
 - EXHIBIT A: Scope of Work;
 - EXHIBIT B: Conceptual Drawings (4 pages)
 - EXHIBIT C: Conceptual Construction Design Submittal – Construction Cost Estimate. The report is dated August 8, 2010 (41 pages);
 - EXHIBIT D: Facilities Condition Survey and Concept Design Narrative (33 pgs)
 - EXHIBIT E: Certificates of Insurance;
 - EXHIBIT F: RFP for Professional Architectural and Engineering Services for the Ketchikan Performing Arts Center Project, including any Addendum (Note: Exhibits A, B & C from RFP listed as Exhibits B, C & D of this agreement);

EXHIBIT G: Proposal as accepted;

EXHIBIT H: Notice to Proceed; and

EXHIBIT I: Written amendments, including Change Orders, if any, to this Agreement signed by both parties and entered into after execution of this Agreement.

17. Miscellaneous.

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

First City Players
335 Main Street
Ketchikan, Alaska 99901

Prime Architect

FIRST CITY PLAYERS- RFP
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
FOR THE KETCHIKAN PERFORMING ARTS CENTER

APPROVED:

Dated: _____, 2014

Prime Architect.

By: _____
Signature/Title

Dated: _____, 2014

First City Players

By: _____
*****, President

Attest:

By: _____
*****, **

FIRST CITY PLAYERS ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 2014, before me, the undersigned, a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared _____ to me known to be President of the **First City Players' Board of Governors**, a 501(c)(3) non-profit corporation, which executed the above and foregoing instrument; who on oath stated that she was duly authorized to execute said instrument on behalf of said 501(c)(3) non-profit corporation; who acknowledged to me that she signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

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

(Seal)

NOTARY PUBLIC FOR ALASKA
My Commission Expires: _____

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 2014, before me, the undersigned, a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared _____ to me known to be _____ of the **First City Players' Board of Governors**, a 501(c)(3) non-profit corporation, which executed the above and foregoing instrument; who on oath stated that he/she was duly authorized to execute said instrument on behalf of said corporation; who acknowledged to me that he/she signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

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

(Seal)

NOTARY PUBLIC FOR ALASKA
My Commission Expires: _____

CORPORATE CERTIFICATE (if applicable)

I, _____, certify that I am the Secretary of the Corporation named as Respondent in the foregoing instrument; that _____, who signed this proposal on behalf of the corporation, was then _____ of said Corporation; that the proposal was duly signed for and on behalf of said Corporation by authority of its governing body or other authority and is within the scope of its corporate powers.

Signature

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
_____ JUDICIAL DISTRICT)
COUNTY/BOROUGH OF _____)

THIS IS TO CERTIFY that on this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____ and _____ known to be the _____ and _____ of _____, the corporation which executed the above and foregoing instrument, and who on oath stated they were duly authorized to execute said instrument and acknowledged that they signed the same freely and voluntarily on behalf of said corporation for the purposes therein mentioned.

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

NOTARY PUBLIC FOR _____
My Commission Expires: _____

(Seal)

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

STATE OF _____)
) ss.
_____ JUDICIAL DISTRICT)
COUNTY/BOROUGH OF _____)

On this _____ day of _____, 2014, 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)

FIRST CITY PLAYERS- RFP
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
FOR THE KETCHIKAN PERFORMING ARTS CENTER

EXHIBIT A
SCOPE OF WORK

SCOPE OF WORK

First City Players is requesting proposals from qualified individuals, firms or team of professionals to provide A/E Services for the renovation of the building located at 335 Main Street, Ketchikan, Alaska into the Ketchikan Performing Arts Center. Fee proposals should correspond with the scope of services categories listed below. Fees will be based on unit costs plus reimbursable expenses.

Scope of work includes:

1. Civil, and structural engineering investigation and review of existing site to confirm suitability for Performing Arts Center renovation and construction.
2. Schematic Design Services and project schedule.
3. Design Development Services - Includes coordination with the selected CM/GC BV construction contractor's preconstruction services efforts including value engineering, constructability reviews and reconciliation of construction cost estimates with A/E estimate.
4. Construction Documents structural repair and upgrading to current codes and Utilities - The A/E team will be required to prepare an early package to include as a minimum some demolition (yet keeping the existing décor and character of the building) and structural repair. The goal is to begin construction at the earliest possible date whereby the construction contractor can efficiently construct the Performing Arts Center. Includes coordination with the selected CM/GC BV construction contractor's preconstruction services efforts including value engineering, constructability reviews and reconciliation of construction cost estimates with A/E estimate.
5. Construction Documents for Complete Facility – 95% design review documents plus 100% Construction documents. Includes coordination with the selected CM/GC BV construction contractor's preconstruction services efforts including value engineering, constructability reviews and reconciliation of construction cost estimates with A/E estimate.
6. Construction Administration – A/E construction administration services to include but are not limited to weekly coordination meetings (via teleconference, if necessary) and site visits (as required), submittal review and coordination of potential C.O.P. (change order proposals), IFB review and recommendations, supplemental design instructions as necessary, pay estimate review, final inspections and punch listing, and O&M Manual review and approval.
7. Compliance with Title 18 of the Ketchikan Gateway Borough Code of Ordinances (Code) to ensure conformity with Borough Zoning and Title 18 and 19 of City of Ketchikan's Municipal Codes. A pre-renovation meeting with all applicable parties: The Borough, the Fire Marshall, the Building Official and other government agencies to be coordinated with First City Players at the earliest point in the development of a conceptual/preliminary site

FIRST CITY PLAYERS- RFP
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
FOR THE KETCHIKAN PERFORMING ARTS CENTER

plan. Compliance with development regulations such as yard setbacks, parking, and utility easements as well as input for design and requirements of other agencies will assist in the permitting and development process.

8. Cost estimates at Schematic, Design Development and Construction Document phases including the early structural repairs.
9. Commissioning Plan and administration
10. Specifications for facility Furniture, Fixtures and Equipment (FF&E) in coordination with recognized experts in theater design, to include sound, seating and theater lighting.
11. Provide As-Built drawings in both AutoCAD and PDF electronic formats.

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

FIRST CITY PLAYERS- RFP
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
FOR THE KETCHIKAN PERFORMING ARTS CENTER

EXHIBIT B
Conceptual Drawings (4 pages)

FIRST CITY PLAYERS- RFP
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
FOR THE KETCHIKAN PERFORMING ARTS CENTER

Insert Conceptual Drawings

FIRST CITY PLAYERS- RFP
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
FOR THE KETCHIKAN PERFORMING ARTS CENTER

EXHIBIT C
Construction Cost Estimate (Dated 8/810) 41 pages

FIRST CITY PLAYERS- RFP
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
FOR THE KETCHIKAN PERFORMING ARTS CENTER

Insert Construction Cost Estimate

Construction Cost Estimate

FIRST CITY PLAYERS- RFP
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
FOR THE KETCHIKAN PERFORMING ARTS CENTER

EXHIBIT D
Facility Condition Survey
And
Concept Design Narrative
33 pages

FIRST CITY PLAYERS- RFP
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
FOR THE KETCHIKAN PERFORMING ARTS CENTER

Insert Facility Condition Survey & Design Narrative

FIRST CITY PLAYERS- RFP
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
FOR THE KETCHIKAN PERFORMING ARTS CENTER

EXHIBIT E
Certificates of Insurance

FIRST CITY PLAYERS- RFP
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
FOR THE KETCHIKAN PERFORMING ARTS CENTER

Insert Certificates of Insurance

FIRST CITY PLAYERS- RFP
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
FOR THE KETCHIKAN PERFORMING ARTS CENTER

EXHIBIT F

RFP, including any addenda

[Note: Exhibits A, B & C from RFP listed as Exhibits B, C & D for this agreement]

FIRST CITY PLAYERS- RFP
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
FOR THE KETCHIKAN PERFORMING ARTS CENTER

Insert RFP, including Addenda

FIRST CITY PLAYERS- RFP
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
FOR THE KETCHIKAN PERFORMING ARTS CENTER

EXHIBIT G
Proposal as Accepted

FIRST CITY PLAYERS- RFP
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
FOR THE KETCHIKAN PERFORMING ARTS CENTER

Insert Proposal as accepted

FIRST CITY PLAYERS- RFP
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
FOR THE KETCHIKAN PERFORMING ARTS CENTER

EXHIBIT H
Notice to Proceed

FIRST CITY PLAYERS- RFP
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
FOR THE KETCHIKAN PERFORMING ARTS CENTER

Insert Notice to Proceed

Notice to Proceed

FIRST CITY PLAYERS- RFP
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
FOR THE KETCHIKAN PERFORMING ARTS CENTER

EXHIBIT I
Written Amendments, Including Change Orders

FIRST CITY PLAYERS- RFP
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
FOR THE KETCHIKAN PERFORMING ARTS CENTER

Insert Written Amendments, including Change Orders

Written Amendments, Including Change Orders