

# **PROPOSAL 20-002**

**CITY OF NOME  
and  
NOME PUBLIC SCHOOLS  
NOME, AK**



**REQUEST FOR PROPOSAL (RFP)  
PROFESSIONAL DESIGN SERVICES  
NEW 18-UNIT APARTMENT BUILDING**

**DATE OF ISSUE: NOVEMBER 9, 2:00 PM  
CLOSING DATE & TIME: DECEMBER 14, 3:00 PM**



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Appendix A: NEW 18-UNIT APARTMENT BUILDING: PRELIMINARY DRAWINGS

# 1 ADVERTISEMENT

VENDOR	ACCOUNT #	DATE OF ADVERTISEMENT	TYPE OF ADVERTISEMENT

The material herein must be printed in its entirety on the dates shown above. Affidavit of publication is required prior to payment.

## NOME PUBLIC SCHOOLS

PO Box 131

2920 Nome-Teller Highway

Nome, AK 99762

RFP 20-002

## REQUEST FOR PROPOSAL: PROFESSIONAL DESIGN SERVICES NEW 18-UNIT APARTMENT BUILDING

The City of Nome (City) and Nome Public Schools (District) is requesting a proposal to provide professional architectural and engineering services for a new 18-Unit Apartment Building based on Approved Preliminary Drawings.

Please mail or hand deliver three bound copies and one electronic copy of the proposal to the Nome Public Schools' district office. ***Emailed and faxed proposals will not be accepted.*** The submittal shall be in a sealed envelope, labeled with the Proposal Name as indicated within the RFP documents.

**Submittal Deadline: 3:00 P.M. Monday December 14, 2020.**

Request for proposal (RFP) documents are available to interested proposers at the office of the City Clerk, PO Box 281, Nome, Alaska 99762. The contact number is (907) 443-6663. Documents will be available after 2:00 P.M. November 9, 2020.

One complete set of RFP documents will also be available for review at The Plans Room, 4831 Old Seward Highway, Suite 102, Anchorage, Alaska 99503, (907) 563 2029, The Associated General Contractors of Alaska, 3750 Bonita Street, Fairbanks, AK 99701, 907-452-1809, and at Nome City Hall.

The City/District reserves the right to reject or accept any and all proposals, to waive irregularities or informalities in the selection process, and to give particular attention to the qualifications of the Proposer. Award of this project is subject to the availability of funding and is at the discretion of the City/District. Any cost incurred by Proposer for the preparation and submittal of their response is the sole responsibility of the Proposer.

## 2 SOLICITATION SCHEDULE

The following is the expected implementation schedule for this solicitation.

<b>RFP DATE OF ISSUE</b>	11/09/2020
<b>RFP CLOSING DATE AND TIME</b>	12/14/2020
<b>DEADLINE FOR QUESTIONS</b>	12/04/2020
<b>DEADLINE FOR CORRECTIONS / WITHDRAWAL OF APPLICATION</b>	12/14/2020
<b>NOTICE OF INTENT TO AWARD</b>	12/21/2020
<b>PROTEST CLOSING DATE</b>	12/31/2020
<b>BOARD OF EDUCATION MEETING - AWARD OF CONTRACT</b>	01/12/2021
<b>FINALIZE CONTRACT AT BID PRICE</b>	01/19/2021

For more information on Nome Public Schools Contracts and Purchasing Procedures see NPS Standard Operating Procedures No. 5.

## **3 INSTRUCTIONS TO PROPOSERS**

### **3.1 EXAMINATION OF DOCUMENTS AND SITE**

Before submitting a proposal, the Proposer is encouraged to:

- Carefully examine and acquaint themselves with all portions of the request for proposal (RFP) and attachments;
- Fully inform themselves of existing conditions and limitations; and
- If material required for proposal purposes by these documents is absent, the Proposer is required to notify the City Engineer.

### **3.2 INTERPRETATION**

Should a Proposer find discrepancies in, or omissions from, the request for proposal documents, or be in doubt as to their meaning, they should at once notify the City Engineer who will send written instructions or addenda to all known request holders. The City Engineer will not be responsible for oral interpretations. All questions must be received in writing at the email address: [jblees@bristol-companies.com](mailto:jblees@bristol-companies.com). Questions received after the deadline for questions date listed in Section 2 may not be answered. All addenda issued during the time of proposals shall become part of the Agreement Documents.

All addenda shall be acknowledged in the proposal cover letter per Section 5.

Reasonable effort will be made to ensure that proposers receive all addenda when issued. All proposers shall register with the City Clerk to ensure proper distribution of addenda. The contact number is: (907) 443-6663. Addenda, shall be sent via email to the individual or company requesting RFP documents, and all proposers shall submit a valid email address to the City Clerk upon registration.

Proposers shall be responsible for ensuring that they have received all addenda for the project. The NPS Superintendent may be contacted for this verification. The contact number and email address are as follows: (907) 443-6191, [jburgess@nomeschools.org](mailto:jburgess@nomeschools.org).

Questions or requests for clarification directed to any other member of the City staff, Nome Public Schools Staff, or consultants may be grounds for rejection of proposal as being irregular.

### **3.3 SUBMITTAL OF PROPOSAL**

The proposal submission format shall be as indicated in Section 5.1 and enclosed in a sealed envelope marked as follows:

Proposal Enclosed  
20-002 Professional Architectural and Engineering Design Services  
New 18-Unit Apartment Building  
Nome Public Schools  
P.O. Box 131  
Nome-Teller Highway  
Nome, Alaska 99762

If more than one Proposal is offered by any one party, by or in the name of their clerk, partner, or other person, all such Proposals will be rejected.

The City/District assumes no responsibility or liability for the transmission, delay, or delivery of proposals by either public or private carriers.

This is an RFP only and is not a guarantee the City/District will utilize any participant in this solicitation.

All submittals, including all accompanying materials, become City/District property and may be returned only at their option.

### **3.4 CORRECTIONS OR WITHDRAWAL OF PROPOSAL**

Proposers may correct or withdraw their proposal either personally or by written request at any time prior to the time set for the proposal closing. No proposal may be withdrawn after the time set for the closing thereof. Proposals may be modified after proposal closing only as a result of negotiations.

No oral or telephone modifications of any proposal submittal will be considered.

### **3.5 AWARD**

The award shall be in accordance with Nome Public Schools SOP No. 5 (Purchasing) and Board Policy 3300 (Expenditures/Expending Authority), Board Policy 3310 (Purchasing Procedures), Board Policy 3311 (Bids), Board Policy 3314 (Payment for Goods and Services) and Board Policy 3315 (Relations with Vendors).

### **3.6 CITY'S/DISTRICT'S RIGHT TO REJECT PROPOSAL**

The City/District reserves the right to reject any and all proposals, and to waive irregularities or informalities in the selection process. Informalities that cannot be waived are timeliness and signature requirements.

The Proposer who has failed to satisfactorily perform on a previous contract may be rejected.

### **3.7 PROTEST OF AWARD**

Within ten (10) days of the Notice of Intent to Award, a Proposer who wishes to protest the determination shall file a protest with the NPS District Office. The protest shall be in writing. The protest shall describe with particularity the alleged errors in the award recommendation.

The City/District shall notify all proposers of the filing of the protest within two (2) working days after the protest is filed. The NPSD Board of Education shall hold an informal hearing at which all interested persons may participate no later than five (5) working days after the protest is filed. The Board shall issue a written decision on the protest no later than twenty-four (24) hours after the conclusion of the informal hearing. The decision of the Board shall be final.

In order to receive notice of the apparent successful proposal, the Proposer must provide the City/District with an associated email address. It is the responsibility of the Proposer to follow the selection process and stay apprised of the bid or proposal due date, the date the Notice of Intent to Award is issued, and the period in which protests can be filed.

## **4 SCOPE OF SERVICES**

### **4.1 PROJECT DESCRIPTION**

The City/District is soliciting proposals for Professional Architectural and Engineering Design Services necessary to complete the design development and agency approval documents utilizing the Preliminary Drawings [Exhibits A-01, A-02, A-03 and A-04] that have been developed and approved for the New 18-Unit Apartment Building to be located in Nome, Alaska. The Professional Architectural and Engineering Design team shall include Architectural, Structural, Plumbing, Mechanical, Electrical, Cost Estimating, and Geotechnical Design Professionals. The City awarded Land Surveyor and Civil Engineering firm will coordinate directly with the selected team, as necessary to complete agency approval documents including but not limited to Alaska State Fire Marshal Plan Review Submittal documents, and bid-ready construction drawings and specifications.

### **4.2 BACKGROUND INFORMATION**

The attached preliminary drawings for this building have been approved by the City of Nome and were used to solicit a grant from the Alaska Housing Finance Corporation for construction. The building site is located in Nome, Alaska on lots 3A, 4A, 35A & 36A on Block 31 per Plat #83-35 Nome Townsite Cape Nome Recording District. Prior to Fire Marshal Submittal, the City awarded Land Surveyor will Survey these lots as required for them to be consolidated into one lot with 29,755± square foot (0.68± Acres). The building shall be developed into a Complete Building System per the preliminary floor plans and site plan as a Two-Story One-Hour Fire Rated Building with fire suppression and fire alarm systems as required to meet current governing State Fire Marshal and City of Nome Code Requirements. The Complete Building System shall achieve a minimum Five Star Level rating based on current Alaska Housing Finance Corporation's Alaska-Specific Amendments to IECC 2018 and the Building Energy Efficiency Standard (BEES) as adopted by 15 AAC 155.010.

### **4.3 PRELIMINARY DRAWING DESCRIPTION**

Preliminary Drawing Exhibit A-01: Is a Vicinity Map which illustrates the location of the Building Lot in relation to Nome's Airport; Vicinity to the Bering Sea, and its location within Nome's City Limits.

Exhibit A-02: Due to the high costs of building in rural Alaska, the housing shortage and the availability of land, the building size shall be designed to maximize the living space on the available land area. The Building Location Plan illustrates that the building is set 5.5-feet east of the West Property Line and 10.8-feet south of the North Property Line. These setbacks comply with Nome's Zoning Requirements. The east side of the building will be gravel surfaced, graded to match the existing slope and surrounding drainage patterns. Parking spaces, a Park Area (located on adjacent Lot 5A), Dumpster and Snow Storage Spaces are also shown.

Exhibit A-03: This drawing illustrates the First Floor Level Plan that indicates this portion of the building to be 237-feet, 3-inches long X 57-feet wide with insets located on the east side for stairways at each end and an accessible ramp and stairway in the center of the building. This First-Floor level has a nominal 5-foot 4-inch wide center corridor running the length of the building with seven 2-bedroom units, one 3-bedroom unit and one ADA 2-bedroom unit. The Second-Floor Level Plan indicates this portion of the

building has a length of 237-feet, 3-inches and a width of 57-feet with 6-foot cantilevers located on the east side for mechanical, electrical and stairways at each end, and a building maintenance, storage and stairway in the center of the building. This Second-Floor level has a nominal 5-feet 4-inch wide center corridor running the length of the building with eight 2-bedroom units, and one 3-bedroom unit. This building has a total of eighteen apartments.

Exhibit A-04: This drawing illustrates a Typical 2-Bedroom Unit plus Adjacent Areas. The Adjacent areas illustrate the non-typical portions of the ADA 2-Bedroom Unit and the 3-Bedroom Unit. Each unit has an open living-dining area that opens up to a semi-open kitchen area that includes a closet for coats, etc. As well as a large pantry. Each unit also has baths with double vanity lavatories, linen cabinets, elongated water closets, and a bathtub with a shower; stackable washer/dryer combinations; hallways with linen cabinets; and bedrooms with closets. Each kitchen has a range with a combination hood/microwave, a dishwasher, a double stainless-steel sink, a refrigerator-freezer, plastic laminate countertops, and pre-finished upper wall cabinets and lower base cabinets. Each unit to have an HRV unit and Packaged AC/Air Window Units with programmable controls as well as a programmable thermostat to control the building's hot water boiler supplied in-floor heating system. Hot water storage tanks are located adjacent to the buildings boilers which supplies hot water to each unit.

#### **4.4 SCHEDULE**

State Fire Marshal Plan Review documents shall be completed by March 15, 2021. Bid-ready construction drawings and specifications shall be completed no later than April 16, 2021.

#### **4.5 SCOPE OF WORK AND DESIGN CONSIDERATIONS**

The work may include, but is not inclusive or limited to the following tasks:

- The Complete Building System Construction drawings, specifications, product cut sheets (submittals) and manufacturer's installation instructions and agency approval documents including Fire Marshal Submittal will be developed in three defined submittals utilizing the approved preliminary drawings. Submittal packages shall include 35% Schematic Design (SD) Review Documents, 90% Design Development (DD) documents (Documents as required to be submitted and reviewed by the Fire Marshal) and Final bid-ready Construction Documents (CDs).
- Cost Estimates shall be provided with the 35% SD, 90% DD, and Final CD submittals. Cost estimates will conform to the DEED cost format as described at the following web address: <https://education.alaska.gov/facilities/facilitiescostformat>
- Building material recommendations based on local conditions, experience, quality, ease of maintenance, and price.
- Geotechnical Engineering shall be performed by a Registered Geotechnical Engineer to perform critical site investigations as required to determine the building site's ground characteristics to establish a recommended foundation system such that the Structural Engineer will have the necessary information to design the foundation system.
- The City/District are undertaking the Land Surveying scope of work which will include preparing a plat to consolidate the four lots into a common parcel, perform design level topographic survey; verify/establish property corners, lot lengths and bearings, base flood elevation (BFE),



topography with contours set at 1-foot increments, and locate in street public water and sewer line locations including the locations of any existing service lateral connections in these public systems. Land Surveying shall be performed by a Registered Land Surveyor in the State of Alaska. This survey will be provided to the successful proposer in AutoCAD format, and a signed/sealed control survey will be provided for inclusion with the bid documents.

- The City of Nome is located in a Flood Zone which requires this new Facility to be designed such that it will qualify for the National Flood Insurance Program (NFIP) that was established by the National Flood Insurance Act of 1968. The City of Nome recommends that the top of a building lowest floor level to be a minimum of 12-inches above the Base Flood Elevation.
- Project specifications shall require that after completion of construction of the new buildings, the Contractor will provide an Alaska Registered Land Surveyor Certificate identifying the top of the lowest floor level elevation as it relates to the BFE. This Certificate can be used to verify that the Building qualifies for National Flood Insurance as well as to determine the cost of Flood Insurance.
- Civil engineering shall be based on Exhibit A-02, and shall be designed by a Registered Civil Engineer selected by the City to develop the building site as shown on the drawing. Scope of work includes but is not limited to site design, ground surface drainage, sewer & water services to the building. The Civil Engineer shall coordinate with serving utilities such as Nome Joint Utility System and other authorities having jurisdiction. The civil engineer will coordinate directly with the successful proposer for each design submittal.
- The Proposer shall coordinate with authorities having jurisdiction; provide written response and plan revisions, if required, to Authority Having Jurisdiction's plan review in order to obtain necessary permits;
- It is desired that the mechanical design include central hot water boilers with side hot water storage tanks that will supply heat which is controlled by programmable thermostats to each unit, central corridors, stairways and ramps via in-floor looped piping system and to supply hot water via looped hot water piping. Each unit and the hallways to have individual HRV units with programmable controls and packaged AC/Air window units with programmable thermostats. This mechanical system shall be designed such that the building does not have an expensive, high maintenance, complicated duct system that would require in-duct radiators controlled by a central control unit. The individually controlled units allow each tenant to control their own environment. This individual unit design also allows the owner to regulate each apartment, if for example, the apartment is vacant. Scope of work includes mechanical plans, specifications, schedules, and details prepared for permitting, bidding and construction. Energy and Heat Loss Design calculations as applicable: Load study, equipment sizing, weights, profiles, vent/louver opening locations, roof penetrations, etc.
- The Electrical Engineering shall be designed in accordance with the current edition of the National Electric Code and the local requirements of Nome Joint Utility System. Scope of Work includes but not limited drawings to include electrical plans, specifications, schedules, and details prepared for permitting, construction, and bidding. Design calculations as applicable: Load study, equipment sizing, lighting illumination levels, voltage drop and available fault current.

- The design team shall design the building in accordance with the approved Preliminary Design Drawings, updated as required by the current governing codes.
- All work must be in full compliance with the current International Building Codes as well as all other pertinent federal, state and local codes.
- The design team shall provide written responses to contractor questions during the bidding process, if required, provide drawing clarifications, and assist in the development of addenda.
- Construction administration including on-site inspections throughout the duration of the construction contract shall be determined after the Contractor has been selected.
- The Proposer shall participate in reviews to insure the project design conforms to applicable code requirements of authorities having jurisdiction and will make any changes required to the Construction Documents for issuance of all permits and legal authorizations required for construction. The Proposer shall, on behalf of the City/District, investigate required permits, file the required documents and secure/pay all permits and authorizations required for construction and occupancy during the design of the project.
- Budgetary estimates (allowances) for permit fees shall be included during fee negotiations upon award. The City/District will only be billed for actual charges.

#### **SCHEMATIC DESIGN DOCUMENTS**

The Proposer shall provide 35% Schematic Design documents and an estimate of construction cost. The Proposer shall submit a PDF copy of all drawings, specifications and estimates. Additionally, three 11 X 17 copies of drawings will be submitted for review by the City and Nome Public Schools staff for review. Design team will attend a design review meeting with the City and Nome Public Schools staff prior to advancing to Design Development.

#### **DESIGN DEVELOPMENT DOCUMENTS (FIRE MARSHAL SUBMITTAL)**

The Proposer shall provide 90% Design Development documents and an estimate of construction cost. The Proposer shall submit a PDF copy of all drawings, specifications, estimates and permit applications (i.e. documents as required to be submitted and reviewed by the Fire Marshal or other authorities having jurisdiction). Additionally, three 11 X 17 copies of drawings will be submitted for review by the City and Nome Public Schools staff for review. Design team will attend a design review meeting with the City and Nome Public Schools staff prior to advancing to Final Construction Documents.

#### **FINAL BID-READY CONSTRUCTION DOCUMENTS**

The Proposer shall provide Bid-Ready Construction Documents and an estimate of construction costs. The final submittal shall include a PDF copy of all plans, specifications, estimate, permits, product cut sheets, and manufacturer's installation instructions per approved Fire Marshal Submittal Documents. Additionally, the Proposer shall submit three 11 X 17 copies of drawings and will review the final documents with City and Nome Public Schools staff for final approval. After approval, Bid-Ready Construction Documents utilizing searchable PDF and AutoCAD will be submitted.

The Bid-Ready Construction Documents shall set forth in detail the requirements for construction of the project and shall include drawings and specifications that establish in detail all materials and systems required for the project.

The Proposer shall submit a final updated estimate of construction cost to and advise the City of any adjustments to previous estimates indicated by design change, changes of requirements or general market conditions.

## **COMPETITIVE BIDDING**

The City/District will prepare the Invitation to Bid documents incorporating the Final Construction Documents. The Proposer shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the bid documents to all prospective bidders in the form of addenda which the City/District will distribute.

The Proposer shall assist in evaluating bids. The City will execute the contract award and issue notice to proceed.

The Proposer will submit up to five hard copies, one PDF and AutoCAD drawings of the conformed construction documents based on revisions made during the bidding process.

## **CONSTRUCTION PHASE ADMINISTRATION OF CONSTRUCTION CONTRACT**

Construction Administration may be added to this contract at a later date.

The Construction Administration of the contract will be between the City/District and Contractor per General and Supplementary Conditions of the Contract for Construction commencing with the award of the initial contract for construction and terminating with the final Certificate for Payment. The Construction Administrator will represent the City through the initial contractor warranty period (typically one - two years).

The Construction Administrator shall gather Operations and Maintenance (O&M) Manuals based on approved submittals from the Contractor. O&M manuals will have a separate section for warranty data. Specifications will require four manuals in hard copy form and searchable PDF format. The Construction Administrator shall furnish four hard copy sets of record drawings based on red-line drawings and other data furnished by the Contractor. Record drawings shall be provided on disk in the latest version of AutoCAD and in searchable PDF format. The Construction Administrator will collect and approve all closing documents required to close the project on behalf of the City/District.

### **4.6 CITY/DISTRICT RESPONSIBILITIES**

The City/District will compile and publish bid documents for the construction contract using the final plans and specifications prepared by the Proposer.

City/District anticipate their review duration to be 1 week for scheduling purposes.

Other responsibilities to be negotiated.

## 5 PROPOSAL REQUIREMENTS, EVALUATION, AND AWARD CRITERIA

### 5.1 PROPOSAL SUBMISSION REQUIREMENTS

The Proposal shall be submitted at the date, time, and location specified in Sections 2 and 3.

Each Proposer shall submit three (3) bound copies and one electronic copy on a portable USB drive in a sealed package as indicated in Section 3.3.

The proposals shall be organized in sections as indicated within the evaluation criteria below. The proposal shall be limited to five (5) single-sided, single spaced pages in length, with a minimum font size of 11 points.

### 5.2 PROPOSAL EVALUATION CRITERIA

Responses to this Request for Proposals will be evaluated based on the following:

<b>1. Cover Letter</b>	<b>2 page max</b>	<b>10 points</b>
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Provide a Letter of Interest signed by an authorized representative of the firm summarizing the firm's qualifications for this project. The cover letter shall acknowledge any addenda released during the RFP process. If no addenda were released then the letter should state such.

<b>2. Relevant Project Experience</b>	<b>3 page max</b>	<b>30 points</b>
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Response must describe at least **three recently completed** projects the team has worked on that are related in size and scope to this project. If project is not completed, please indicate the percentage of completion; indicate if the project was just design, or design with construction services. Describe the dollar amount of the projects and a brief narrative of the successes and challenges of the projects. Provide the scope of work, deliverables, and project schedule performance. Provide references (contact name, phone number, and email) for each project. The City/District reserves the right to investigate referenced projects, contact references and research other projects that the respondent has worked on.

<b>3. Project Team Qualifications</b>	<b>2 page max</b>	<b>30 points</b>
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Provide a description of the team organization and lines of authority for this project. A graphic depiction should be included. Provide a summary of how the qualifications and experience of the Project Manager, and key team members, will meet the needs of this project. For each person named, identify his or her employer, professional discipline or job classification and state of residency.

<b>4. Methods and Schedule</b>	<b>3 page max</b>	<b>30 points</b>
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Describe your approach and describe what, when, where, how and in what sequences the work will be done. Address how particular geographic familiarity, experience, and capabilities of your firm (offeror and proposed subcontractors) and project staff might specifically contribute to the proposed methods. Identify the amount and type work to be performed by any subcontractor.

<b>5. Staff Resumes</b>	<b>2 page max each</b> (not counted in total)	<b>Not Scored</b>
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Provide a brief resume for key staff that will be providing services for this project.

<b>6. Proof of Licensing</b>	<b>No Limit</b> <b>(not counted in total)</b>	<b>Not Scored</b>
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The Proposer shall include their current State of Alaska business license. The Proposer shall include a City of Nome sales tax license, or a statement of willingness to obtain a license, prior to the execution of the contract. The proposal shall contain the license number of the firm's Alaska Certificate of Authorization to offer the proposed professional services, identify if the proposing firm is a Corporation, Limited Liability Company or Limited Liability Partnership; and The license number of the Alaska Professional Registration and certificate(s) for key personnel in the firm, and for each professional service discipline.

### **5.3 PROPOSAL EVALUTION PROCESS**

The City/District will evaluate all proposals received using the following process.

1. All proposals will first be reviewed for conformance with the RFP as listed below. Any proposals not found to be in conformance with the RFP will be rejected.
  - a. Was the proposal received on time?
  - b. Was the proposal signed by a representative of the company?
  - c. Were addenda addressed in the cover letter?
2. If a proposal meets the requirements above then it will be reviewed by the City/District.
  - a. Proposals based on qualifications will be reviewed by a panel of reviewers selected by the City/District. This panel will not be less than three individuals. The panel will objectively review the proposals, based on the criteria in Section 5.2, and will make a recommendation to the Superintendent based on what they determine is in the best interest of the City/District.
3. A Notice of Intent to Award will be issued upon approval by the Superintendent.
4. The Nome Public Schools Board of Education shall award a contract in the form of an Action Item authorizing the Superintendent to enter into a contract under the terms and conditions as set forth in the submittal documents, as established in the Nome Standard Operating Procedures and Board Policy, and any other conditions as may be deemed necessary to protect the public interest.

The City/District reserves the right to waive minor informalities, negotiate changes or reject any and all proposals and to not award the proposed contract, if it is determined not to be in their best interest. "Minor Informalities" means matters of form rather than substance that are evident from the submittal, or are insignificant matters that have a negligible effect on price, quantity, quality, delivery, or contractual conditions and can be waived or corrected without prejudice to other Proposers.

### **5.4 EXECUTION OF AGREEMENT**

Notice of Intent to Award does not constitute a formal award of contract.

The successful Proposer shall enter into a contractual agreement with the District, as outlined in the Sample Contract attached to this document.

Prior to the execution of the agreement the following shall occur:

1. The agreement shall be approved by the Superintendent, as required by the District's Board Policy.
2. The Proposer shall provide the following to the District to their satisfaction.
  - a. Proof of business and professional licensure, as identified in Section 5.4.1.
  - b. Proof as insurance, as identified in Section 5.4.2.
  - c. Proof of bonding, as identified in Section 5.4.3.

#### **5.4.1 Licensure Requirements**

1. State of Alaska business license;
2. City of Nome Sales Tax license;
3. Proposer's contractors or professional license;
4. Proposer's staff(s) contractor or professional license.

#### **5.4.2 Insurance Requirements**

1. Workers Compensation as required under AS23.30 naming all employees;
2. Vehicle liability insurance including applicable uninsured/underinsured coverage with limits of liability not less than one million (\$1,000,000) dollars per occurrence combined Single limit bodily injury and property damage, or the minimum amount required by the law whichever is greater;
3. Umbrella policy of not less than one million (\$1,000,000) dollars per occurrence;
4. Professional errors and omissions insurance of not less than one million (\$1,000,000) dollars per occurrence.

The Proposer shall provide a certificate of insurance with the City of Nome and Nome Public Schools District as a named additional insured.

#### **5.4.3 Bonding Requirements**

None.

## 6 STANDARD CONTRACT FORM

### CONTRACT FOR

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This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_, herein referred to as "Consultant" and the Nome Public Schools District (herein referred to as "District"). For good and valuable consideration, the receipt whereof is hereby acknowledged, Consultant and District agree as follows:

WHEREAS, District is in need of *(describe what the need is)*;

WHEREAS, Consultant, through education and experience, possesses the requisite license and skills to perform such duties;

WHEREAS, District is therefore desirous of engaging the services of Consultant as an independent contractor using independent professional judgment to accomplish assigned tasks;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

#### **1. Employment of Consultant**

The work to be performed by Consultant pursuant to this Agreement is all tasks assigned by the Superintendent or through a designee. A more specific identification of Consultant's professional services to be provided in accordance with the provisions of this Agreement is listed in Appendix A "Scope of Work," incorporated herein by reference and such other duties as requested by the District.

#### **2. Time of Performance**

Consultant shall commence performance within ten days following approval of this

Agreement and complete performance no later than \_\_\_\_\_ (*fill in due date for finished product*). The time for completion may be extended by mutual written agreement of District and Consultant. Should any delays in the performance of the Work be caused solely by District, the completion date, but not the Consultant's fee, shall be extended by an amount of time equal to the length of the delay.

**3. Fee - (*Complete section A or B, but not both.*)**

A. Hourly Rate. District shall pay Consultant at the hourly rate of \_\_\_\_\_ for all services rendered by Consultant in performance of work authorized pursuant to this Agreement based on providing an average of (identify hours per week of work expected – e.g. ten hours of labor per week), not to exceed \_\_\_\_\_ (*list the total contract amount e.g. \$17,000*) for the contract period which begins \_\_\_\_\_ (*date*) and ends \_\_\_\_\_ (*date*). The amounts payable to Consultant shall not exceed the sums identified in this paragraph without the prior written approval of the District. Any additional professional services other than those identified in item 1, Employment of Consultant, shall be requested in writing by District. The fee for such additional services shall be negotiated by the parties.

B. Lump Sum. District shall pay Consultant a lump sum of \_\_\_\_\_ for all services rendered by Consultant in performance of work authorized pursuant to this Agreement. The amounts payable to Consultant shall not exceed the sums identified in this paragraph without the prior written approval of the District. Any additional professional services other than those identified in item 1, Employment of Consultant, shall be requested in writing by District. The fee for such additional services shall be negotiated by the parties.

**4. Payments**

District agrees to make payments to Consultant as services are performed and costs are incurred, provided Consultant submits two copies of a proper invoice for each payment, in such form and accompanied by such evidence in support thereof as may be reasonably required by District.



Billing and expense invoices can be submitted once a week. Invoices shall be accompanied by an activity report detailing work and accomplishments.

District may, at its option, withhold ten percent from each payment pending satisfactory completion of the work by Consultant.

All invoices are otherwise due and payable within 15 days of receipt by the District.

## **5. Services Supplied by District**

District shall provide Consultant with \_\_\_\_\_  
(such as a district vehicle, space at school/district facilities, etc.).

## **6. Personnel**

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

## **7. Independent Contractor Status**

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

## **8. Indemnification**

To the maximum extent permitted by law, Consultant shall defend, indemnify and save harmless District or any agent, employee, or other representative thereof, from and against losses, damages, liabilities, expenses, claims, and demands of whatever nature, including for death, personal injury, property damage or economic loss, to the extent arising out of any negligent act or negligent omission or willful misconduct of Consultant, its agents or employees while performing under the terms of this Agreement.

## **9. Assignment**

Consultant shall not assign this Agreement or any of the monies due or to become due hereunder without the prior written consent of District.

### **10. Subcontracting**

Consultant may not subcontract its performance under this Agreement without prior written consent of District. Any subcontractor must agree to be bound by the terms of this Agreement applicable to the services to be performed by the subcontractor.

### **11. Designation of Representatives**

The parties agree, for the purposes of this Agreement, that District shall be represented by and may act only through the Superintendent or such other person as they may designate in writing or is identified in Appendix A. Consultant shall be represented by and may act only through \_\_\_\_\_ (*name of contact person involved with contract*).

### **12. Termination**

Either party may terminate this Agreement, with or without cause, after first giving thirty days written notice. Consultant shall not be entitled to any anticipated profit on services not performed. **Termination of this agreement by either party may be for any reason, or no reason.**

### **13. Insurance**

Consultant shall, at all times, at its own expense, keep in force the following described insurance for protection against the claims of employees or other persons, insuring both the Consultant and the District against liability that may accrue against them or either of them in connection with the performance of Consultant under this Agreement:

- a) Workers Compensation as required under AS23.30 naming all employees;
- b) Vehicle liability insurance including applicable uninsured/underinsured coverage with limits of liability not less than one million (\$1,000,000) dollars per occurrence combined Single limit bodily injury and property damage, or the minimum amount required by the law whichever is greater;

- c) Umbrella policy of not less than one million (\$1,000,000) dollars per occurrence;
- d) Professional errors and omissions insurance of not less than one million (\$1,000,000) dollars per occurrence.

All insurances, workers' compensation insurance, commercial general liability insurance and motor vehicle liability insurance, as described above shall include an endorsement stating the following: sixty (60) days advance written notice of cancellation, non-renewal, reduction change, shall be sent to the Superintendent, PO Box 131, Nome, AK 99762.

#### **14. Insurance Certificate**

All insurance shall be placed with an insurance carrier or carriers satisfactory to the District and shall not be subject to cancellation or any material change except after 30 days written notice to the District and shall provide that no failure of Consultant to comply with any condition or provision of this Agreement or other conduct of Consultant or those for whose conduct it is responsible, shall void or otherwise affect the protection under the policy afforded to the District. A Certificate of Insurance reflecting full compliance with these requirements shall, at all times during the term of this Agreement, be kept on deposit at the general offices of the District. If Consultant fails to comply with these insurance requirements, the District may terminate this Agreement on 10 days written notice.

#### **15. Claims Recovery**

Claims by District resulting from Consultant's failure to comply with the terms of and specifications of this Agreement and/or default hereunder may be recovered by District by withholding the amount of such claims from compensation otherwise due Consultant for work performed or to be performed. District shall notify Consultant of any such failure, default or damage therefrom as soon as practicable after discovery of such event by written notice. Nothing provided herein shall be deemed as constituting an exclusive remedy on behalf of District, nor a waiver of any other rights hereunder at law or in equity.

## **16. Compliance with Applicable Laws**

Consultant shall, in the performance of this Agreement, comply with all applicable federal, state and local laws, ordinances, orders, rules and regulations applicable to its performance hereunder, including, without limitation, all such legal provisions pertaining to social security, income tax withholding, medical aid, industrial insurance, worker's compensation, and other employee benefit laws. Consultant also agrees to comply with all contract provisions pertaining to grant or other funding assistance which District may choose to utilize to perform work under this Agreement. Services performed under this Agreement shall be in accordance with sound, generally accepted consulting practices and shall comply with all applicable codes and standards.

## **17. Records and Audit**

Consultant agrees to maintain sufficient and accurate records and books of account, including detailed time records, showing all direct labor hours expended and all reimbursable costs incurred for at least three years after receipt of final payment and closure of all pending matters related to this Agreement. Said books shall be subject to inspection and audit by District.

## **18. Notices**

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

<b>To District:</b>	<b>To Consultant:</b>
Jamie Burgess - Superintendent Nome Public Schools P.O. Box 131 Nome, AK 99762	

## **19. Venue and Applicable Law**

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

## **20. Attorney's Fees**

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

## **21. Waiver**

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

## **22. Binding Effect**

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

## **23. Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior negotiations and understandings are superseded and replaced by this Agreement and shall be of no further force and effect. No modification of this Agreement shall be of any force or effect unless reduced to writing, signed by both parties and expressly made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement on the respective date indicated below.

DISTRICT

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

Superintendent  
Nome Public Schools

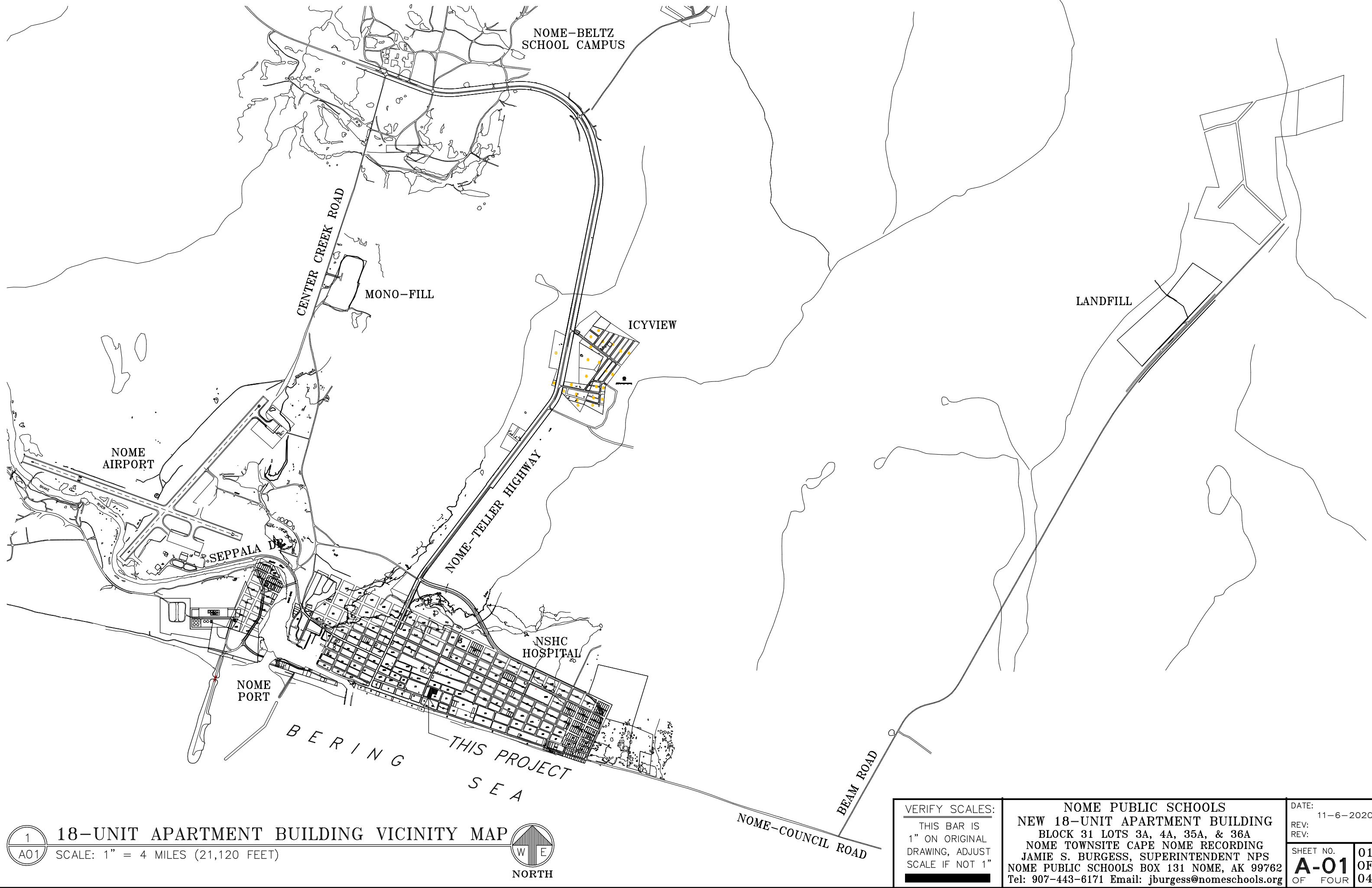
CONSULTANT

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

(     ) Representative

## **Appendix A**

### **NEW 18-UNIT APARTMENT BUILDING: PRELIMINARY DRAWINGS**



1

A01

18-UNIT APARTMENT BUILDING VICINITY MAP

SCALE: 1" = 4 MILES (21,120 FEET)

W

E

NORTH

VERIFY SCALES:

THIS BAR IS  
1" ON ORIGINAL  
DRAWING, ADJUST  
SCALE IF NOT 1"

NOME PUBLIC SCHOOLS  
NEW 18-UNIT APARTMENT BUILDING  
BLOCK 31 LOTS 3A, 4A, 35A, & 36A  
NOME TOWNSITE CAPE NOME RECORDING  
JAMIE S. BURGESS, SUPERINTENDENT NPS  
NOME PUBLIC SCHOOLS BOX 131 NOME, AK 99762  
Tel: 907-443-6171 Email: [jburgess@nomeschools.org](mailto:jburgess@nomeschools.org)

DATE: 11-6-2020  
REV:  
REV:

SHEET NO.

A-01

OF FOUR

01

OF

04



FIRST AVENUE

STEADMAN STREET

THIRD AVENUE

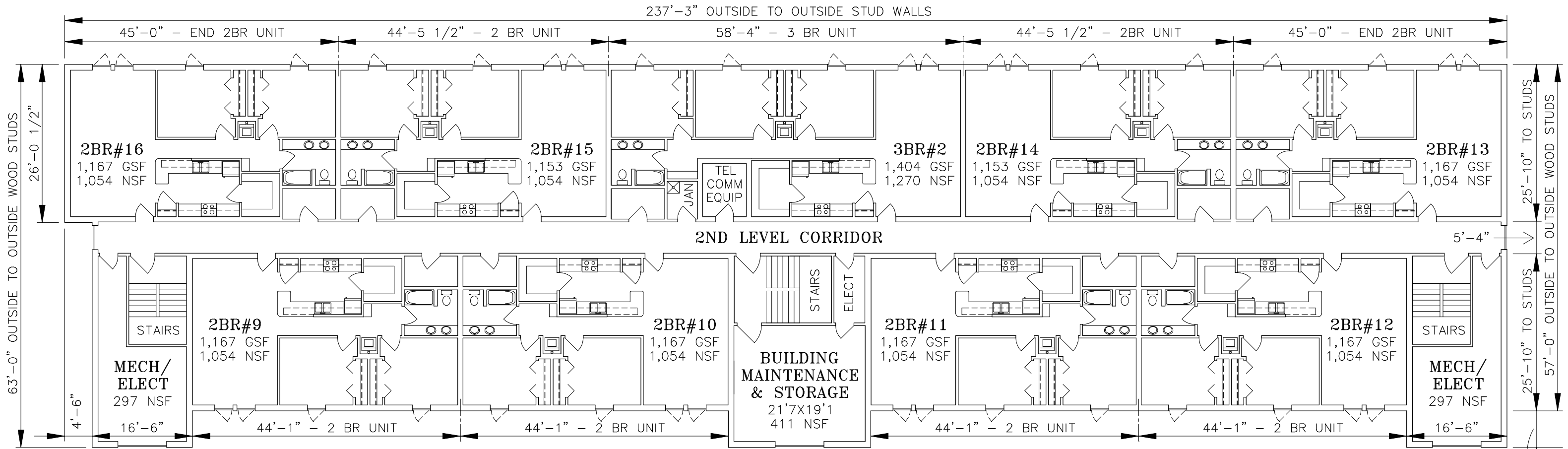
NEW 18-UNIT APARTMENT BUILDING  
NOME PUBLIC SCHOOLS

VERIFY SCALES:

THIS BAR IS  
1" ON ORIGINAL  
DRAWING, ADJUST  
SCALE IF NOT 1"

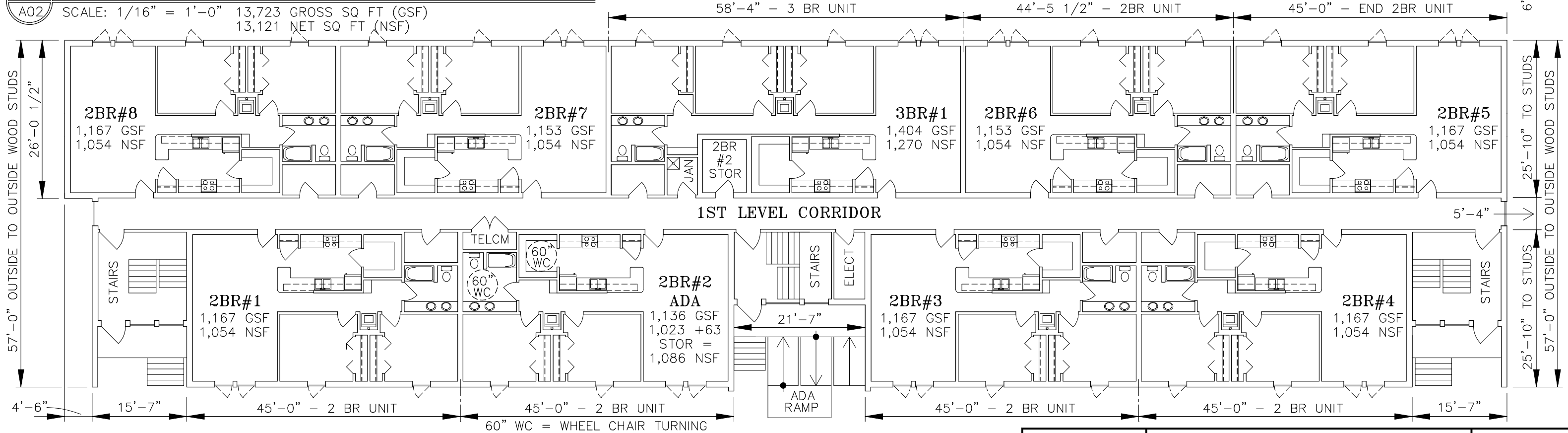
NOME PUBLIC SCHOOLS  
NEW 18-UNIT APARTMENT BUILDING  
BLOCK 31 LOTS 3A, 4A, 35A, & 36A  
NOME TOWNSITE CAPE NOME RECORDING  
JAMIE S. BURGESS, SUPERINTENDENT NPS  
NOME PUBLIC SCHOOLS BOX 131 NOME, AK 99762  
Tel: 907-443-6171 Email: jburgess@nomeschools.org

DATE:  
10-07-2020  
REV:  
REV:  
SHEET NO.  
A-02  
OF  
FOUR  
02  
OF  
04



2 18-UNIT APARTMENT BUILDING SECOND LEVEL

SCALE: 1/16" = 1'-0" 13,723 GROSS SQ FT (GSF)  
13,121 NET SQ FT (NSF)



1 18-UNIT APARTMENT BUILDING FIRST LEVEL

SCALE: 1/16" = 1'-0" 12,782 GROSS SQ FT (GSF) TOTAL GSF: 26,505  
12,189 NET SQ FT (NSF) TOTAL NSF: 25,310



VERIFY SCALES:

THIS BAR IS  
1" ON ORIGINAL  
DRAWING, ADJUST  
SCALE IF NOT 1"

NOME PUBLIC SCHOOLS  
NEW 18-UNIT APARTMENT BUILDING  
BLOCK 31 LOTS 3A, 4A, 35A, & 36A  
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Tel: 907-443-6171 Email: jburgess@nomeschools.org

DATE: 10-07-2020  
REV: REV:  
SHEET NO. 03  
A-03 OF  
OF FOUR 04

