File No. 2121



REQUEST FOR PROPOSALS

(C3) RFP E22-056

DESIGN and CONSTRUCTION ADMINISTRATION

for the

Bartlett Regional Hospital Emergency Department Addition and Renovation

Issued by:

Date: 7 13 2021

Greg Smith, Contract Administrator

Design and Construction Administration for the Bartlett Regional Hospital Emergency Department Addition and Renovation (C3) RFP E22-056

SCOPE OF SERVICES: The City and Borough of Juneau (CBJ) is requesting proposals from qualified consultants to provide design and cost estimating services for the Bartlett Regional Hospital Emergency Department Addition and Renovation project.

PRE-PROPOSAL MEETING: A non-mandatory pre-proposal conference call will be held at **11:00 a.m., Alaska time on July 20, 2021.** Persons interested in submitting proposals are encouraged to attend. Proposers intending to participate via teleconference shall request the call-in information from the CBJ Engineering Contracts Division, at contracts@juneau.org by 4:30 p.m., on July 19, 2021.

PRE-PROPOSAL WALK-THROUGH: A non-mandatory walk-through of the project site will be held at 3260 Hospital Drive, Emergency Department entrance at 8:00 a.m., Alaska time, July 22, 2021. Pre-registration required. Proposers intending to participate shall notify Paula Osborn in the CBJ Engineering Contracts Division, at 907-586-0800 extension 4195, or email contracts@juneau.org by 4:30 p.m., on July 21, 2021.

QUESTIONS REGARDING THIS RFP: Greg Smith, Contract Administrator, phone 907-586-0800 ext. 4194, fax 907-586-4530, greg.smith@juneau.org is the sole point of contact for all issues pertaining to this procurement.

NOTICE TO PROPOSERS

The Engineering Department is now receiving electronic proposals **ONLY** through a web based platform, Public Purchase.

Information regarding this free e-procurement service can be found by following this link: https://juneau.org/finance/purchasing/bids-rfps and http://www.publicpurchase.com/

DEADLINE FOR PROPOSALS: Electronic proposals are to be uploaded to Public Purchase prior to 2:00 p.m. Alaska Time on August 3, 2021, or such later time as the Contract Administrator may announce by addendum to planholders at any time prior to the submittal date. It is the responsibility of the Proposer to submit all solicitation documents, by the advertised deadline. Submitting any response to a solicitation shall be solely at the Proposers risk. The Purchasing Division will attempt to keep all office equipment used in methods of document receipt, in working order but is **NOT** responsible for communications or documents that are late, regardless of cause. No Proposer documentation will be accepted as proof of receipt. Prior to any deadline, Proposers are strongly encouraged to confirm receipt of any submitted documents with the Purchasing Division. All electronic submittals must be uploaded as an Adobe Portable Document Format (PDF). Proposers will not secure, password protect or lock uploaded files; the City must be able to open and view the contents of the file. Proposers will not disable or restrict the ability of the City to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches. The City may disgualify any Submittal Response that does not meet the criteria stated in this paragraph.

Disadvantaged Business Enterprises are encouraged to respond.

CONTACT INFORMATION REGARDING ELECTRONIC SUBMITTALS

City and Borough of Juneau, Purchasing Division 155 South Seward Street Juneau, AK 99801

The CBJ Purchasing Division's phone number is 907-586-5215 and fax number 907-586-4561.

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1.0 GENERAL INFORMATION

This Class 3 Request for Proposals (RFP) defines the scope of the project, explains the procedures for selecting a firm to provide the requested services, and defines the documents required to respond to the RFP.

1.1 <u>Purpose</u>

The purpose of this document is to solicit proposals from qualified consultants to provide design and construction administration services for the Bartlett Regional Hospital Emergency Department Addition & Renovation project.

The Class 3 process is used for acquisition of professional service contracts estimated to be more than \$50,000.

1.2 <u>Scope of Services</u>

The Consultant shall perform design and construction administration services for an addition and renovation to the Bartlett Regional Hospital (BRH) located in Juneau, Alaska. The 5,200 square foot single-story addition will be an expansion to the Emergency Department (ED). The project shall include approximately 1,400 square feet of renovation. The project also includes HVAC upgrades to select spaces, comprised of 8,000 square feet, to have the capability to provide positive or negative air. The preliminary cost estimate for construction is \$7 million. The project shall achieve LEED Certification, v. 4.1.

The Owner's preliminary space program for the new facility is also attached for the Consultant's use (Attachment 3). It is the Owner's intent to bid the work as a lump sum single project with several alternates to allow award of work as the budget permits.

Key services to be provided by the Consultant are:

- Review and evaluate the existing facility to be renovated and adjacent site constraints to accommodate the addition. Develop demolition drawings, including hazardous material abatement if required, in conjunction with the design documents.
- Review and evaluate Owner's space program (Attachment 3). Verify program with Owner. Refine as required.
- Review and evaluate feasibility of project scope of work to construction budget.
- Meet with Owner and stakeholders throughout project development milestones to share design solutions and gather feedback.
- Coordinate with Owner on equipment preferences, in particular mechanical, electrical and door hardware preferences.
- Assist Owner with permit acquisition and furnish supporting documentation as required.
- Develop conceptual design options and space relationship diagram, including preliminary (rough order of magnitude) cost estimates.
- Develop schematic design drawings and building system narrative including construction cost estimate.

- Develop 65% design documents to include drawings, specification table of contents, and construction cost estimate.
- Develop 100% design documents to include drawings, specifications, and construction cost estimate.
- Provide 100% bid ready design documents to include drawings and specifications based on Owner review comments.
- Attend Pre-Bid Meeting and craft addendum response as required by bidder questions.
- Provide conformed construction documents incorporating all addenda.
- Review and respond to Contractor submittals.
- Review and respond to Contactor RFIs.
- Participate in Pre-Construction meeting and weekly progress meetings as required.
- Prepare Contractor RFPs as required.
- Evaluate change order cost proposals as required.
- Provide periodic site observations of work to ensure compliance with the Contract Documents.
- Generate Notice of Deficient Work reports when Contractor work deviates from Contract Documents.
- Special inspections as required by CBJ Building Permit.
- Evaluate Contractor Applications for Payment.
- Substantial completion inspection and final completion inspection reports.
- Review and respond to Contractor closeout submittals.
- Provide Commissioning specifications and services for integrated building mechanical and electrical systems.
- Provide construction management services if desired by Owner.
- Provide record drawings if desired by Owner.

Deliverables:

- Written report of existing facility hazardous materials assessment.
- Survey of existing site as required for integration of addition.
- Conceptual design options provide a minimum of two conceptual design options with floor plans and entry elevation. Include updated space program and space relationship diagrams and preliminary cost estimates.
- Schematic design documents architectural drawings including floor plan, roof plan, site plan, two building sections, and major building elevations; code analysis; building system description narrative; and construction cost estimate. Update space program as required.
- 65% design documents architectural drawings including floor plans, roof plan, building sections, and major building elevations; civil, structural, mechanical, and electrical floor plans; specification table of contents; and construction cost estimate. Update space program as required.
- 100% design documents all discipline drawings; all project specifications excluding Division 0 which will be furnished by Owner unless noted otherwise; commissioning specification; and construction cost estimate. Update space program as required.
- Addenda responses as required.
- Conformed Bid Documents

- Site Observation reports for each site observation visit. Reports shall include pictures of work, comment on quality of work, and identify corrective actions required if work not in conformance with construction documents.
- Notice of Deficient Work reports as required.
- Substantial Completion inspection report.
- Final Completion inspection report.
- Commissioning report.
- Record Drawings.
- LEED feasibility assessment
- Pending outcome of LEED feasibility assessment: 1) Provide assistance with LEED exception procedure in accordance with <u>CBJ Municipal Code 49.35.800</u>, OR 2) LEED strategy development and documentation required to achieve a minimum of LEED Certification.

Additional information on Bid Document requirements is provided below:

The CBJ will prepare Division 0 – Bidding and Contract Requirements and Division 1 – General Requirements portions of the contract specifications, excluding the following sections that the Consultant shall provide if applicable to the project:

Section 00005 – Table of Contents (include Drawing index) Section 00310 – Bid Schedule Section 00852 – Permits Section 00853 – Standard Details Special Provisions – if the Standard Specifications for Civil Engineering Projects and Subdivision Improvements December, 2003 Edition with current errata sheets (Standard Specifications) document is referenced.

These "boilerplate" specifications of Division 0 sections are available electronically for Consultants to modify. It is strongly encouraged that the Consultant contact the CBJ Engineering Contracts office to obtain current versions of these specification sections. Additionally, the Consultant shall promptly notify the CBJ Project Manager of any required changes to other Division 0 sections that are specific to the project, including but not limited to, Section 00800 – Supplemental General Conditions.

The Consultant will review the Standard Specifications and prepare a Special Provisions section modifying it as needed for the project.

In addition to preparing the Special Provisions, the Consultant is responsible for preparation and timely submission of all Technical Specifications required for the project. Industry specifications or references that are mentioned in the specifications provided by the Consultant shall, upon request, be made available for review by the CBJ Project Manager.

Bid-ready construction documents shall be submitted in the following hard copy and electronic formats. Electronic files shall be submitted on a thumb drive and clearly labeled as to its contents.

- One set of 8 ¹/₂"X11" print-ready (hard copy) technical specifications
- One set of 11"X17" print-ready (hard copy) signed, stamped drawings
- Electronic copy of technical specifications in MS Word and PDF format
- Electronic copy of all stamped, signed drawings, individually saved as PDF-formatted files formatted to print on 11"X17" and 22"X34" paper.
- Within ten calendar days following the date of the bid opening, the Consultant shall submit the following electronic and hard copy drawings and specifications, conformed to integrate all addenda items in the following format. Electronic files shall be submitted on a CD and clearly labeled as to its contents. This option usually for large projects – Check w/ Project Manager.
 - Electronic copy of technical specifications in PDF format
 - Electronic copy of all stamped, signed drawings in PDF format, one set formatted to print on 11"X17" paper and one set formatted to print on 22"X34" paper
 - Electronic copy of all drawings in AutoCAD format
- The font size on the 11"X17" drawings shall not be less than 10. All drawings and details shall have graphic scales. All final design drawings shall be stamped and signed by a professional licensed for the given type of work in the State of Alaska.

All electronic documents shall be created using AutoCAD 2014 and Word 2010. If a more current version of AutoCAD is used to create drawings, all files need to be saved down to version 2014 at the latest. The DWG files shall be saved in a manner such that an 11"X17" size copy can be plotted immediately when the file is opened in AutoCAD without executing any intermediate commands. The Consultant shall bind all external references, if used, and shall ensure that any blocks are in working order. All "plot style" configuration files required to produce an exact replica of the submitted hard copies shall be included. Viewports in DWG files shall be locked to ensure that the scale remains accurate. In order to condense DWG files to their most efficient size, each file should be purged of all blocks, dim styles, layers, line types, plot styles, shapes, table and text styles that are not being used in the DWG. No files shall be compressed.

1.3 <u>Completion</u>

The Owner requires bid ready documents by October 15, 2022. Construction is to commence spring of 2023. The design and construction administration contract with Consultant will be terminated four months after Final Completion inspection unless extended by amendment.

1.4 Background

Juneau is Alaska's Capital City. The CBJ municipal offices are located at 155 South Seward Street, Juneau, Alaska 99801. The Engineering Department is located on the 3rd Floor of the Marine View Center, 230 South Franklin Street, Juneau, Alaska. Bartlett Regional Hospital (BRH) is located at 3260 Hospital Drive, Juneau, Alaska.

1.5 <u>Questions</u>

Questions regarding this proposal should be directed to:

Greg Smith, Contract Administrator City and Borough of Juneau ENGINEERING DEPARTMENT Marine View Center – 3rd Floor 230 South Franklin Street Juneau, Alaska 99801

email: <u>Greg.Smith@juneau.org</u> Telephone: (907) 586-0800 Fax: (907) 586-4530

Office hours are 8:00 a.m. to 4:30 p.m. local time, Monday through Friday.

1.6 Standard Contract Language

Attached to this RFP is the CBJ's standard contract (Attachment 1) which should be carefully reviewed by proposers, as it is the form of agreement that the CBJ intends that the selected Consultant sign in the event of acceptance of its proposal.

2.0 Rules Governing Competition

2.1 Pre-Proposal

Proposers should carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP. Proposers should become fully aware of the nature of the services requested and the conditions likely to be encountered in performing the services.

2.2 Proposal Development

The content of proposals will be kept confidential until the selection of the Consultant is publicly announced. All materials submitted in response to this RFP will become the property of the CBJ. One copy shall be retained for the official files of the Engineering Department and will become public record after announcement of the successful Proposer. The CBJ will not return proposals to the Proposer. The CBJ reserves the right to reject any or all proposals. Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

This solicitation does not commit CBJ to select any Consultant(s) for the requested services. All costs associated with the respondents' preparations, submission and oral presentations (if applicable) shall be the responsibility of the Proposer.

Submission of a proposal indicates acceptance by the proposer of all the terms, conditions and specifications contained within the RFP. Proposals must be received in the number of copies stated in the RFP no later than the date and

time specified in the cover letter. All copies of the proposals must be under sealed cover and plainly marked. Proposals not received by the date and time specified in the cover letter will not be considered.

2.3 <u>Disclosure of Proposal Contents</u>.

The City and Borough of Juneau, a municipal corporation and political subdivision of the State of Alaska, is subject to the Alaska Public Records Act codified at AS 40.25.100-220, and the public records provisions in the CBJ Charter, section 15.7. The contents of proposals submitted in response to this RFP will be kept confidential until the top ranked proposer is announced. Immediately following announcement, all proposals become public information. Trade secrets and other proprietary data contained in a proposal may be held confidential, to the extent allowed by law, by the Purchasing Officer, upon request in writing by a proposer. Material considered confidential by the proposer must be clearly identified and marked (page, section, etc) by the proposer, and the proposer must include a brief statement that sets out the reasons for confidentiality. Marking the entire proposal confidential is not acceptable and may be cause for the City to reject your proposal as non-responsive.

3.0 PROPOSAL CONTENT REQUIREMENTS

• Proposals should be organized in the manner specified below. The response to this RFP shall be in letter form, not more than eighteen (18) pages in length. The information requested below should be organized in the manner specified in order to achieve a uniform review process and obtain the maximum degree of comparability for the Selection Committee.

3.1 <u>Title Page</u>

Show the RFP subject, the name of the firm, address, telephone numbers, contact person, contact email address, and date of submission. Clearly indicate if the proposal is offered as a joint venture or collaboration with other firms and describe each firm's role in the project.

3.2 <u>Letter of Transmittal</u> (should not exceed 1 page)

Summarize your firm's understanding of the proposal requirements and capability to meet same. Give names of the person(s) who will be authorized to represent the firm, their title(s), e-mail and physical addresses, and telephone number(s). The transmittal letter must be signed by a representative who has authority to bind the firm.

Professional architectural and/or engineering registrations in the State of Alaska at the time of proposal submission are required (Alaska Statute 08.48.281). The letter of transmittal must include a statement indicating that all applicable corporate, professional, and occupational licenses and all other necessary licenses and certifications are currently held. Provide license and certification numbers of firm(s) and key personnel.

If a corporate license is held, the design 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 be the professional stamping applicable design documents.

Acknowledge receipt of each addendum in the transmittal letter. Failure to acknowledge addenda may result in the proposal being considered non-responsive and subject to rejection.

3.3 Scope of Services (should not exceed 5 pages)

This project will include planning, design and construction administration services. Describe how your team will provide the requested services noted below.

- **a. Project Approach.** Describe your general approach to meeting the needs of this project, and identify the individual tasks that you recommend be completed for the efficient review of BRH planning documents, and existing building and site conditions. What do you see as challenges for this project and how will you address them?
- **b.** Collaboration. Describe the team's approach to document coordination and collaboration with the Owner to reach project milestones. How will you work with team members and use the expertise of BRH staff? What role do you suggest for peer review and/or value engineering for this project? Describe ideas for collaborating with key Emergency Department personnel and other BRH stakeholders.
- *c. Balancing Project Needs.* Discuss how your team's approach will balance functional attributes, aesthetics, safety and energy efficiency in your design solution. Discuss your approach to sustainable high performance design for this project.
- *d. HVAC System Design for Infection Control.* Discuss the team's approach to HVAC system design to minimize the control of infectious airborne diseases such as Covid-19. Describe experience with various systems and applicability to renovation and new construction as presented in the proposed project.

3.4 <u>History and Experience</u> (should not exceed 3 pages)

- **a. Past Projects.** Provide descriptions of at least two projects completed in recent years that are similar in building type and/or scope to the project described in this RFP. Include examples of projects including occupied Emergency Department facilities. Provide individual contacts, e-mail addresses, and telephone numbers of references for each project. Describe the full consultant team and roles of specific individuals who are also proposed in this RFP. Describe the design and procurement process that was used for each project, and summarize the project budget and schedule. Discuss cost and schedule modifications that were needed because of design issues that were discovered during construction.
- **b**. **History of the Team.** Provide general background information for the prime consultant firm and proposed sub-consultants that demonstrates experience with

hospital and healthcare facility projects. Include information outlining the team's experience in the specific professional services requested.

c. Firm Profile and Expertise. Describe how this project fits into the prime consulting firm's overall organization and expertise. What is the philosophy of the firm, the types of projects historically completed, and the specialized expertise in healthcare related projects?

3.5 <u>Team Organization & Qualifications</u> (should not exceed 5 pages)

- *Proposed Individuals.* Specify the consultant team's Project Manager and furnish brief (no more than one page each) resumes for key persons of the team who will be charged with day to day responsibility for carrying out the project. Describe the specific role and involvement of each such person proposed. Resumes should provide an informative, yet succinct, description of projects similar to this project and emphasize recent work in hospital facilities that are similar in scale and scope to this project.
- **b.** Unique Qualifications. Describe the expertise of the individuals on the team regarding healthcare facilities, emergency department facilities, air purification systems for infection control, CMS (Centers for Medicare & Medicaid Services) and Joint Commission requirements, and ICRA procedures for working in occupied facilities. In addition to project experience, indicate team members' participation in seminars, professional organizations, and/or formalized educational study that is related to this project.
- *c. Experience as a Team.* Describe the prime consultant's experience with proposed subconsultants as an effective project team. Note past projects that specific members of the team have worked on together. Demonstrate expertise in collaborative problem solving, value engineering, and document coordination/ quality control.

3.6 <u>Project Execution</u> (should not exceed 4 pages)

Project Goals: The BRH ED Addition and Renovation Project has the following goals:

- Expand the ED facilities to serve the increasing need from the greater Juneau community and tourist population.
- Develop a design concept that is cost effective to execute, minimizes disruption to Emergency Department operations, and repurposes vacated space to serve BRH's operational needs.
- Provide cost effective improved ventilation/air purification system(s) at select spaces to effectively manage air-borne viruses including, but not limited to Covid-19.
- Assess associated parking and traffic impacts of the project and provide a solution that promotes easy access to emergency services during and after construction.
- Incorporate sustainability principles such as energy efficiency and economic stability into the project.
- Construct new facilities in accordance with procurement requirements of the City & Borough of Juneau.

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- **a. Summary of Interest.** Summarize why your team is interested in undertaking this project, and illustrate the unique attributes that your team offers to help the BRH accomplish the project goals.
- **b. Meeting Project Goals.** Describe how you will address the project goals and how you will keep the project stakeholders and consultant team organized and on track to meet project milestones and deadlines. How will you provide high quality documents that reflect the accepted design and minimize the need for changes during construction?
- *c. Risk Reduction.* What is your experience with construction change orders and/or claims that resulted in additional expense to the Owner because of design error and/or omission? How were the Owner's interests represented? Was the Owner compensated either directly or indirectly for design errors/omissions? What measures were taken that reflect learning from the mistakes so as to minimize errors and omissions on future projects?
- <u>Firm's Hourly Rates:</u> Evaluation will include the hourly rates of pay for personnel to be used on this project. Hourly rates shall include all markups and multipliers. Include a list of reimbursable expenses typical for this type of project. Review the Standard Contract regarding allowable reimbursables.
- <u>Quality of the Proposal:</u> Evaluation will include the clarity and professional quality of the document(s) submitted.
- o Juneau Proposer according to SECTION 7.0.

4.0 EVALUATION OF PROPOSALS

4.1 <u>Criteria</u>

Proposals will be evaluated and scored, using the criteria on the EVALUATION/RANKING page, found at the end of this document, in order to ascertain which proposal best meets the needs of the CBJ. The items to be considered during the evaluation and the associated point values are located on the EVALUATION/RANKING sheet at the end of this RFP.

4.2 Evaluation Data

The evaluation Data discussed below is the presented in an effort to delineate what criteria will be used to score proposals. Please do not include a separate section in your proposal for Evaluation Data. Much of the information discussed and requested below should be included in the proposal as part of the Proposal Content Requirements discussed in SECTION 3.0 of this RFP.

- 4.2.1 Proposed Method to Accomplish the Project
 - a. Work schedule and methodology will be evaluated according to budget sensitivity, efficiency, completeness and pertinence of the tasks

submitted by the Proposer, as well as the creativity and logic of the overall approach. The proposal should show interest and insight about this project.

4.2.2 Organization, Capacity of Firm and Personnel Qualifications

- a. Evaluation will be made of the Proposer's organization and the ability to perform the desired services within the established schedule.
- b. Evaluation will be made based on proposed personnel, their relevant qualifications and experience, and their proposed scale of involvement.

4.2.3 Relevant Experience and Past Record of Performance

Evaluation will be made of the Proposer's experience with projects of similar scope and scale, as well as other projects with the CBJ, other government agencies and private industry.

4.2.4 Firm's Hourly Rates

Evaluation will be made on the proposed hourly rates of pay for personnel to be used on this project.

4.2.5 <u>Quality of the Proposal</u>

Is proposal clear and concise? Is proposal responsive to the needs of the project? Evaluation will include the clarity and professional quality of the document(s) submitted.

4.2.6 Juneau Proposer according to SECTION 7.0

Prime Consultant meets Juneau Proposer requirements as stipulated in Section 7.0 – Juneau Proposer Points.

4.3 <u>Evaluation Process</u>

Evaluation of the proposals will be performed by a committee selected by the City and Borough of Juneau. The intent of the CBJ is to make award based on written proposals.

5.0 SELECTION AND AWARD

An evaluation committee will review, evaluate, score and rank proposals, in accordance with criteria identified below and the Evaluation/Ranking sheet located at the end of this RFP. Clarification of submitted material may be requested during the evaluation process. Interviews by zoom/video conference with top ranked Proposers may also be conducted at the discretion of the evaluation committee. If necessary, in-person interviews will be conducted. Finalists will be notified and informed of interview requirements. In the event of a tie in the ranking totals, only the raw scores of the Proposers who are tied will be totaled to determine the appropriate ranking. The successful Proposer will be invited to enter into contract negotiations with CBJ. Upon conclusion of successful negotiations and compliance with any pre-award obligations, award will be made in the form of a contract and a purchase order, if appropriate, will be sent to the Consultant. If an agreement cannot be reached during the negotiation process, the City will

notify the Proposer and terminate the negotiations. Negotiations may then be conducted with the next Proposer in the order of its respective ranking.

6.0 INSURANCE REQUIREMENTS

The insurance requirements for this project are specified in Attachment 1 – Sample Contract, under Appendix C.

7.0 JUNEAU PROPOSER POINTS

Juneau proposer points shall be awarded if the Proposer is determined to be a "Juneau proposer" meeting the criteria of CBJ's Purchasing Ordinance 53.50, Section 53.50.010. CBJ Ordinance 53.50 can be viewed electronically at the following internet address: <u>www.juneau.org/law</u>. *Note:* The criteria for meeting Juneau Proposer requirements have changed. Please review the new requirements and contact the CBJ Engineering Department or Purchasing Division with any questions.

A paper copy of the CBJ Purchasing Ordinance is available upon request from the CBJ Engineering Department or Purchasing Division.

8.0 PROTESTS

The protest period begins with the posting of a notice of apparent successful proposer, in the CBJ Purchasing Division.

Protests shall be executed in accordance with CBJ Ordinance 53.50.062 PROTESTS and 53.50.080 ADMINISTRATION OF PROTEST. Copies of the ordinances describing protest procedures are available from the CBJ Purchasing Division, 155 South Seward Street, Juneau, Alaska. Questions concerning protests or protest procedures should be directed to the CBJ Purchasing Officer at 907-586-5258. CBJ Ordinance 53.50 can be viewed electronically at the following internet address: www.juneau.org/law.

9.0 CONSULTANT'S GOOD STANDING WITH CBJ FINANCE DEPARTMENT

<u>Consultants must be in good standing with the CBJ prior to award, and prior to any contract</u> renewals, and in any event no later than <u>seven business days</u> following notification by the CBJ of intent to award. **Good standing** means: all amounts owed to the CBJ are current and the Consultant is not delinquent with respect to any taxes, fees, assessment, or other monies due and owed the CBJ, or a Confession of Judgment has been executed and the Consultant is in compliance with the terms of any stipulation associated with the Confession of Judgment, including being current as to any installment payments due; and Consultant is current in all CBJ reporting obligations (such as sales tax registration and reporting and business personal property declarations). <u>Failure to meet these requirements may be cause for rejection of your proposal</u>. To determine if your business is in good standing, or for further information, contact the CBJ Finance Department's Sales Tax Division at (907) 586-5265 for sales tax issues, Assessor's Office at (907)586-0930 for business personal property issues, or Collections Division at (907) 586-5268 for all other accounts.

Note: Juneau Proposer preference (7.0) has requirements regarding a firm's good standing with the City at the time a proposal is submitted. Please review the Purchasing Code cited.

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PROPOSAL EVALUATION FORM

CONSULTING FIRM:_____

Section	Criteria - Per SECTION 4.2 of RFP	Criteria Weight	Outstanding (10 points)	Adequate To Good (6 7 or 8 points)	Marginally Acceptable (3 or 4 points)	Unacceptable (0 or 1 point)	Sub Total
4.2.1	Proposed Method to Accomplish the Project.	35					
4.2.2	Organization and Capacity of Firm						
a.	Organization and ability to perform services within desired schedule	10					
b.	Proposer's experience and performance with similar projects	20					
4.2.3	Relevant Experience	20					
4.2.4	Firms Hourly Rates	5					
4.2.5	Quality of Proposal	5					
4.2.6	Juneau Proposer (per Section 7.0)	5					
	GRAND TOTAL						

Scoring

No scores using 2, 5, 9 Outstanding = 10 Adequate to Good = 6, 7, 8 Marginally Acceptable = 3 or 4 Unacceptable or Poor = 0 or 1 Juneau Proposer Points awarded by Contracts Division = 10 or 0 points Maximum Score Achievable = 1,000

Evaluator _____ Date_____



ATTACHMENT 1 PROFESSIONAL SERVICES CONTRACT

Design and Construction Administration for the Bartlett Regional Hospital Emergency Department Addition and Renovation Contract No. RFP E22-056

 This Agreement
 is entered into by and between the City and Borough of Juneau, Alaska ("City"), and ______ company name______ whose address is ______phone and fax___ ("Consultant").

Witnesseth:

- Whereas, the City desires to engage the Consultant for the purpose of rendering certain professional services, and
- Whereas, the Consultant represents that it is in all respects licensed and qualified to perform such services

Now, Therefore, the parties agree as follows:

1. CONTRACTUAL RELATIONSHIP. The parties intend that an independent Consultant/City relationship will be created by this Contract. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Consultant. Consultant is not considered to be an agent or employee of City for any purpose, and the employees of Consultant are not entitled to any benefits that City provides for City's employees. It is understood that the City does not agree to use the Consultant exclusively. It is further understood that the Consultant is free to contract for similar services to be performed for others while it is under contract with the City.

2. SCOPE OF SERVICE. The Consultant shall carry out in a professional and prudent manner all of the services required by the Contract. These services include all of the services described in Appendix A. Consultant will diligently proceed with the Scope of Services, and will provide such services in a timely manner.

3. PERSONNEL, EQUIPMENT, SUPPLIES, AND LICENSES.

- (A) Except as noted in Appendix A, the Consultant represents that it has or will secure at its own expense all personnel, equipment, and supplies required in performing the services under this Contract.
- (B) All of the services required hereunder will be performed by the Consultant or under its supervision.
- (C) None of the work or services covered by this Contract shall be subcontracted without prior written approval of the Contract Administrator.
- (D) Consultant warrants that it is fully licensed under all applicable local, state, and federal laws to perform the services to be provided hereunder.

Attachment 1 – Standard Contract

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with ____

4. TIME OF PERFORMANCE. The services of the Consultant are to commence after the execution of the Contract and issuance of Notice to Proceed and Purchase Order. All work shall be completed no later than the time specified in Appendix A. Amendment to this Contract may be made upon mutual, written agreement prior to the contract expiration date.

5. REPORTING. Except as authorized within Appendix A, the City's primary representative for this Contract shall be ______ (ad P.E. or AIA if applicable). The City Manager shall be an alternate representative. The City shall not be liable for Consultant's expenses incurred in reliance on directions received from any other municipal officer or employee. The Consultant's representative shall be ______ (ad P.E. or AIA if applicable).

6. COMPENSATION. The City agrees to pay the Consultant according to the schedule attached as Appendix B. The Consultant's estimated fee schedule is attached to Appendix B.

7. TERMINATION OF CONTRACT FOR CAUSE. If, through any cause, except causes beyond the control of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract; or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least ten days before the effective date of such termination. In that event, all finished or unfinished documents, or other data, in whatever form, prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials, not to exceed the Contract amount.

8. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate this Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least thirty days before the effective day of such termination. In that event, all finished or unfinished documents and other materials as described in paragraph 7 above shall, at the option of the City become its property, and the Consultant will be paid an amount not to exceed the sum set forth in Appendix B for work satisfactorily completed on or before the date of termination, less payments of compensation previously made.

9. CONTRACT AGREEMENT. All parties mutually agreed to the terms of this Contract. The Contract should not be construed in favor of or against any party. This Contract contains the entire agreement between the parties; there are no other promises, terms, conditions, or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

10. CHANGES. The City may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, must be mutually agreed upon in writing before they will be regarded as part of this Contract.

11. EQUAL EMPLOYMENT OPPORTUNITY. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

12. CONFLICTS OF INTEREST. Consultant agrees that no employee of the City who has exercised or will exercise any authority over the specifications, procurement, supervision or payment for this Contract, and no member of the employee's immediate family, has had or will

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with _____

have any direct or indirect financial interest in this Contract. If the Consultant learns of any such interest, the Consultant shall without delay inform the City Attorney or one of the officers specified in Paragraph 5.

13. ETHICS. Consultant shall discharge its duties fairly, impartially and maintain a standard of conduct that competently serves the City and the interests of the City. Consultant shall at all times exercise unbiased judgment when performing its duties under this contract.

14. PUBLIC RELATIONS. Consultant shall issue press releases, respond to press inquiries, make public speeches, appear on broadcast media or otherwise engage in public relations regarding the project only with the specific approval of the CBJ Project Manager.

15. ELECTED OFFICIALS. The Consultant shall respond to project-related inquiries from elected officials by providing impartial, factual information, but shall not initiate contact or attempt to persuade an elected official to agree with any viewpoint or to take any official action. The Consultant will promptly notify the Project manager of any request by an elected official for project-related information.

16. ASSIGNABILITY. The Consultant shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written consent of the City; however, claims for money due or to become due to the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution without approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

17. FINDINGS CONFIDENTIAL. Any information given to or prepared by the Consultant under this Contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

18. IDENTIFICATION OF DOCUMENTS. All reports, maps, and other documents completed as a part of this Contract, other than documents exclusively for internal use within the City, shall carry a City notation or logo as directed by the City.

19. PUBLICATION, REPRODUCTION, AND USE OF MATERIALS. No services, information, computer program elements, reports or other deliverables which may have a potential patent or copyright value produced in whole or in part under this Contract shall be subject to copyright in the United States or any other country.

If a copyright applies by law to the work produced under this Contract, that copyright will either be signed over to the City or the City will be given unrestricted license to the copyright. The City shall have unrestricted license to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. If this Contract includes architectural and/or engineering design services, any use of the design features or details produced under this Contract on other City facilities will be at the City's risk.

20. RECORDS. During performance and after termination of this Contract, each party shall make available to the other party for inspection and copying, all records, whether external or internal, having any relevance to this Contract.

21. INSURANCE REQUIREMENTS. Consultant has secured and agrees to keep and maintain in full force and effect, at its own expense, the insurance approved by CBJ Risk

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with _____

Management as outlined in Appendix C. At least 30 days prior to the cancellation, non-renewal or reduction in the amount of coverage, Consultant shall provide written notice to the CBJ's Risk Management. The Consultant's insurance shall be primary and any insurance maintained by the CBJ shall be non-contributory. If the Consultant maintains higher limits than shown below, the CBJ shall be entitled to coverage for the higher limits maintained by the Consultant.

22. INDEMNIFICATION AND HOLD HARMLESS. The Consultant agrees to defend, indemnify, and hold harmless CBJ, its employees, and authorized representatives, with respect to any action, claim, or lawsuit arising out of or related to the Consultant's negligent performance of this contract without limitation as to the amount of fees, and without limitation as to any damages, cost or expense resulting from settlement, judgment, or verdict, and includes the award of any attorney's fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law, meaning that if there is a claim of, or liability for, a joint act, error, or omission of the consultant and the CBJ, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. This agreement is in full force and effect whenever and wherever any action, claim, or lawsuit arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify Consultant in a timely manner of the need for indemnification, but such notice is not a condition precedent to Consultant's obligations and may be waived where the Consultant has actual notice.

23. CHOICE OF LAW; JURISDICTION. This Contract shall be governed by the laws of the State of Alaska. Jurisdiction shall be in the State of Alaska, First Judicial District.

24. SUCCESSORS. This Contract shall be binding upon the successors and assigns of the parties.

25. PRECEDENCE OF DOCUMENTS. In the event of a conflict between the provisions of this document and its appendices, the order of precedence shall be this document, Appendix A, Appendix B and Appendix C.

In Witness Whereof the parties have affixed their signatures the date first above set out:

CITY AND BOROUGH OF JUNEAU		
	Duncan Rorie Watt City and Borough Manage	Date er
Company name		
	Name	Date

Approved as to content:

Greg Smith Date Contract Administrator

Rank email

CIP Coding:

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APPENDIX A: SCOPE OF SERVICES Design and Construction Administration for the BRH Emergency Department Addition and Renovation Contract No. RFP E22-056

See Scope of Services in RFP.

PERSONNEL: The Consultant's primary personnel for this work will be:

The completion date for this project is	/
This contract expires on	_, unless an amendment changing this date is
fully executed prior to	

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APPENDIX B: COMPENSATION Design and Construction Administration for the BRH Emergency Department Addition and Renovation Contract No. RFP E22-056

Amount of Payment

Lump Sum

Consultant shall be compensated a lump sum amount of **\$_____**for satisfactory performance of all **[or specific services]** services described in this contract.

Time and Materials

Consultant shall be compensated based on time and materials, a not-to-exceed amount of for satisfactory performance of _____ services described in this contract.

Hourly rates shall remain the same for the life of this contract including all amendments, unless the Consultant requests a rate increase. Hourly rate increases may be negotiated on a yearly basis and shall not exceed the percentage increase of the Anchorage Consumer Price Index.

The total Contract amount shall be \$

Method of Payment

Monthly Payable within 30 days of receipt of an invoice approved by the project manager and progress report stating the amount of services completed.

Consultant Invoice Requirements

- Itemized invoices must be submitted that indicate the services performed.
- Invoices for this contract must be submitted separately from invoices for services performed under any other contract(s).
- Invoices must include the CBJ Contract Number and Purchase Order numbers.

Compensation Based on Time and Materials

If compensation is based on time and materials, the following shall apply:

Compensation shall be computed based on the hourly billing rates, approved by the CBJ Project Manager, times the actual number of hours spent in the performance of services. The hourly billing rate for each employee is the amount to be paid to the Consultant, and is full compensation for all salary, benefits, taxes, overhead and profit. There shall be no additional compensation for overtime, weekend, or holiday work.

Compensation for subconsultants shall be equal to the amounts actually paid to sub-consultants hereunder plus a negotiated mark-up percentage.

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with ____

Compensation for expenses shall be an amount equal to reimbursable expenses approved in advance by the CBJ Project Manager, necessary and reasonably incurred and actually paid by the Consultant in the performance of the services hereunder. No markup allowance is allowed. Reimbursable expenses are expenses that are unique to the performance of the services under the Contract and generally contemplate the purchase of outside ancillary services, such as mailing and delivery charges for submittal of drawings, specifications and reports, long distance telephone calls, rentals of equipment, travel and local transportation, meals and lodging on overnight trips.

Reimbursable expenses do not include expenses that are usually and customarily included as part of the Consultant's overhead. For the purposes of this Agreement reimbursable expenses do not include amounts for typing, utilization of computer systems, computer aided design and drafting (CADD), cameras, recording or measuring devices, flashlights and other small, portable equipment, safety supplies, phones, telephone calls, electronic messaging including FAX, Telex and telegrams, or expendable office supplies. Unless otherwise indicated, required insurance is not a reimbursable expense.

The Consultant shall obtain the CBJ Project Manager's written approval prior to making expenditures for reimbursable expenses in excess of \$500 per specific expenditure and for all overnight trips which are reimbursable expenditures as set forth above. The Consultant shall substantiate all billings for reimbursable expenses in excess of \$25 with receipted bills and provide said receipts with the appropriate billing.

The Consultant shall keep, and cause any sub-consultants to keep, daily records of the time spent in the performance of services hereunder by all persons whose billing rates will be the basis for compensation as well as records and receipts of reimbursable expenditures hereunder. Failure to do so shall be a conclusive waiver of any right to compensation for such services or expenses as are otherwise compensable hereunder.

The CBJ shall have the right to inspect all records of the Consultant, and of any subconsultants, pertaining to this project. Records shall be maintained by the Consultant and subconsultants for a period of three years after completion of services.

When travel is necessary as part of the professional services to be provided, the following shall be followed:

- Airline tickets should be purchased at the 14 day advanced purchase price. The CBJ will not pay for First Class travel. Any deviation shall be approved in writing in advance by the CBJ Project Manager.
- Per diem meal allowance shall be: \$60.00 (\$12.00 for breakfast, \$16.00 for lunch and \$32.00 for dinner).
- The Consultant shall stay at the hotel with a daily rate not to exceed \$150.00.
- Travel agent fees, tips, alcohol or bar tabs shall not be paid by the CBJ.
- Car rental, parking, and taxi fees shall be reasonable and not excessive. This reimbursement is for services in Juneau only. Parking fees, etc. outside of Juneau will not be reimbursed.

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APPENDIX C: INSURANCE REQUIREMENTS Design and Construction Administration for the BRH Emergency Department Addition and Renovation Contract No. RFP E22-056

The Consultant must provide certification of proper insurance coverage and amendatory endorsements or copies of the applicable policy language affecting coverage required in this agreement to the City and Borough of Juneau. Failure of the City to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of the Consultant to maintain the insurance required by this contract.

Consultant agrees to maintain insurance as follows at all times while the contract is in effect, including during any periods of renewal.

<u>Commercial General Liability Insurance</u>. The Consultant must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against the Consultant. This amount must be at least one million dollars (\$1,000,000.00) per occurrence, and two million dollars (\$2,000,000.00) aggregate.

This insurance policy is to contain, or be endorsed to contain, additional insured status for the CBJ, its officers, officials, employees, and volunteers. If Additional insured status is provided in the form of an endorsement to the Contractor's insurance, the endorsement shall be at least as broad as ISO Form CG 20 10 /1 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Professional Liability Insurance. The Consultant must maintain Professional Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) aggregate to protect the Consultant from any claims or damages for any error, omission, or negligent act of the Consultant, the Consultant's firm and employees. This requirement applies to the Consultant's firm, the Consultant's subcontractors and assignees, and anyone directly or indirectly employed to perform work under this contract.

Workers Compensation Insurance. The Consultant must maintain Workers Compensation Insurance to protect the Consultant from any claims or damages for any personal injury or death which may arise from services performed under this contract. This requirement applies to the Consultant's firm, the Consultant's subcontractors and assignees, and anyone directly or indirectly employed to perform work under this contract. The Consultant must notify the City as well as the State Division of Workers Compensation immediately when changes in the Consultant's business operation affect the Consultant's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of one hundred thousand dollars (\$100,000.00) per injury, and five hundred thousand dollars (\$500,000.00) policy limits. If the Consultant is exempt from Alaska Statutory Requirements, the Consultant will provide written confirmation of this status in order for the City to waive this requirement. The policy shall be endorsed to waive subrogation rights against the City.

<u>Comprehensive Automobile Liability Insurance</u>. The coverage shall include all owned, hired, and non-owned vehicles to a one million dollar (\$1,000,000.00) combined single limit coverage.

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with _____



The City and Borough of Juneau is not responsible and shall not be liable to the user for damages of any kind arising out of the use of data or information provided by the City and Borough of Juneau, including the installation of the data or information, its use, or the results obtained from its use. ANY DATA OR INFORMATION PROMDED BY THE City Borough of Juneau IS PROMDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Data or information provided by the City Borough of Juneau shall be used and relied upon only at the user's sole risk, and the user agrees to indemnify and hold harmless the City Borough of Juneau, its officials, officers and employees from any liability arising out of the use of the data/information provided. NOT FOR ENGINEERING PURPOSES.







ATTACHMENT 3 – Scope and Preliminary Program Bartlett Regional Hospital Emergency Department Addition and Renovation

Bartlett Regional Hospital (BRH) has seen an increased need for Emergency Department services over the past 10 years. The project includes a 5,200 square foot single-story addition to the Emergency Department (ED). The project shall include approximately 1,400 square feet of renovation. The project also includes upgrading select spaces, comprised of 8,000 square feet, to have the capability to provide positive or negative air.

Given the location of Diagnostic Imaging and the Boiler Rooms on the first floor, the area proposed for the addition is to the south of the existing Emergency Department. Because of the parking and access lane to the south, it was estimated that the addition could be a maximum of 28', which is large enough for a bank of 20' spaces along the new south exterior wall and an 8' corridor. The addition at this location will require relocating the ambulance bay to the south.

As a result of the Covid-19 Pandemic, BRH would like to improve the ventilation systems of several spaces to have the ability to go from positive to negative air pressure. BRH is open to considering other means of air purification to accomplish this goal. Services shall include evaluation of the best approach.

Improvements are to include:

- An addition of 3,650 square feet to the Emergency Department (ED) to include 1-2 additional Exam Rooms, one additional Triage Room, and one additional Psychiatric Exam/Holding Room.
- ED addition shall also include a security station (200 SF), new Entry/Exit (300 SF), a new 24-hour Pharmacy (1,000 SF), and a new Waiting Area. These spaces shall be adjacent to each other.

Existing Spaces to be Renovated/Relocated:

- The existing 620 SF ED Waiting Area shall be renovated to serve ED.
- Three ED storage rooms shall be relocated to the addition; existing storage rooms to be renovated to serve ED.
- Four exam rooms shall be relocated to the addition; existing spaces to be renovated to serve ED.
- Ambulance Bay shall be relocated to the south to accommodate the addition.

Add capability to go from positive to negative air pressure at the following existing spaces:

- One room at the OB/Nursery/Special Care Area (1st Floor).
- All patient rooms in the Critical Care Unit (CCU, 2nd floor).
- Two patient rooms in the Mental Health Unit (MHU, 3rd floor).
- All patient rooms in the East Wing of the Medical Surgical Unit (3rd floor).

Other issues to be considered:

• Because of the Critical Care Unit patient rooms above, the expansion is envisioned as just a single story at this time. Since needs change over time and buildable area on the BRH campus is limited, constructing the ED Addition with the ability to add two stories in the future should be evaluated.

- The expansion of the building to the south will require a reconfiguration of the access lane and parking. The narrow corner where traffic turns around the SW corner of the building should be studied.
- The addition will land lock several Diagnostic Imaging rooms. Access to these rooms for future equipment replacement should be considered.

	Square Footage						
Program	Addition	Renovatio	Add +/- Pressure Capability	Adjacency	Comments		
ED Addition	3,650						
1-2 additional Exam Rooms							
1 additional Triage Room							
1 additional Psychiatric Exam/Holding	Room						
Security Station	200			Waiting Area, Entry/Exit			
Entry/Exit	300			Entry/Exit			
24-Hour Pharmacy	1,000			Security, Entry/Exit			
Waiting Area							
Renovation/Ventilation Upgrades							
Exisiting Waiting Area		620			Relocate waiting area to ED entrance adjacent to Security; renovate vacated space to serve ED.		
3 ED Storage Rooms		225			Relocate to addition; renovate vacated space to serve ED.		
Ambulance Bay					Relocate to accommodate addition.		
4 Exam Rooms		560			Relocate to addition; renovate vacated space to serve ED.		
OB/Nursery/Special Care, 1 room (2nd Flr)			300				
CCU, all Patient Rooms (2nd Flr)			2,280				
Mental Health Unit, 2 Patient Rooms (3rd Flr)			450				
Medical Surgical Unit, all Patient							
Rooms, East Wing (3rd Flr)			5,000				
	5,150	1,405	8,030				