



ADDENDA NO. 1

This addenda consists of 2 pages + attachments

TO: All Proposal Packet Holders
FROM: City of Kenai Public Works Department
DATE: August 22, 2023
SUBJECT: Request for Proposals – Professional CE & CA Services for Cemetery Creek Culvert Replacement

DUE DATE: ***Revised to August 31, 2023, by no later than 12:00 PM***

Bidders must acknowledge receipt of this Addenda in the appropriate place on the Bid Form. Failure to do so may result in the disqualification or rejection of the proposal.

Note: Information in this addenda takes precedence over original information. All other provisions of the document remain unchanged.

01-01 Clarification –

The proposals due date has now been changed to August 31, 2023 by 12:00pm

01-02 Plan Holder Question –

The cover page preceding the Request for Proposal (RFP) Instructions page, states: “The Project seeks to replace several existing culverts with fish passage culverts in support of salmon habitat”. However, throughout the RFP, there seems to be a focus on only one culvert crossing at Cemetery Creek as shown in the photos. Can you confirm there is only one culvert crossing for this project? If there is more than one culvert crossing, can you identify the count?

Response: There is only one culvert crossing associated with this work. The existing site conditions consist of two smaller culverts draining from the northeast to a relatively centralized point on the southwest side of easement. The two culverts are approximately 30’ apart on the northeast side converging to less than 5’ apart on the southwest side.

01-03 Plan Holder Question –

“The scope of work in the RFP is that of the Lilac Lane project.”

Response: Some of the text within the instructions was carried over from another project. Please see the revised instructions with the changes highlighted.

End of Addenda 1

REQUEST FOR PROPOSALS (RFP) INSTRUCTIONS

1.0 GENERAL INFORMATION

1.1 Purpose

The City of Kenai is seeking to enter into an agreement with a qualified firm to provide professional services toward 35% design development documents for the Cemetery Creek Culvert Replacement project. This project is in coordination with the U.S. Fish & Wildlife Service. The intent of this work is to provide a site survey, preliminary design and cost estimate to assist the City in applying for grants to cover the costs of completing 100% design documents and ultimately construction of the proposed improvements.

The Lead firm shall provide a team of professionals capable of providing solutions for Environmental, Civil, Survey, and Structural disciplines as may be required for this type of project. Based on a mutually agreed upon program and budget, the Consultant's basic services shall consist of the normal duties associated with a phased design system. These typically include: Schematic Phase Services, Design Development and Construction Document Phase Services, Bid Phase Services, and Construction Phase Services as described in this RFP. However, for this initial procurement we are only awarding to the 35% design level of effort. Once funding has been secured a future RFP will be released where the successful proposer shall take the project through the remainder of phases described above.

1.2 Background

The City of Kenai is located at the confluence of the Kenai River and Cook Inlet on the Kenai Peninsula. Current population is just under 8000 citizens, however in the summer months this fluctuates between 20,000-30,000, as tourists flock to the area as well as a large number of dip net personal use fisherman accessing the sockeye fishery. Population as a whole is seeing relatively slow growth 7100 in 2010 to approximately 7745 in 2016.

The Cemetery Creek's existing Culverts were installed in 1968 to allow a 10" AC water main to cross the creek to provide water service to the western side of Kenai. This work will require provisions for supporting or reinstalling that water line as part of the work.

1.3 Questions

Any questions regarding this proposal are to be submitted in writing to the Public Works Department by no later than the time and date specified in the ad or addendum. Questions shall be emailed to PublicWorks@kenai.city. The subject line of the fax or email should read: "Questions: Professional Civil Engineering and Construction Administration Services for Cemetery Creek Culvert Replacement.

Verbal requests for information or clarification will not be accepted. All questions will be answered and distributed to all prospective proposers via addendum. To receive project addenda, you must be on the plan holders list. To be placed on the plan holders list, please contact Lisa List either by phone at 283-8236 or email PublicWorks@kenai.city. Downloading projects from the City web site does not automatically put you on the plan holders list.

1.4 Preparation Costs

The City shall not be responsible for proposal preparation cost, nor for any cost including attorney fees associated with any (administrative, judicial or otherwise) challenge to the determination of the highest ranked proposer and/or award of contract and/or rejection of proposal. By submitting a proposal, each proposer agrees to be bound in this respect and waives all claims to such costs and fees.

1.5 Additional Services

Additional Services shall consist of providing any other services not included in the Consultant's basic services and will be authorized by a contract amendment signed by both parties and compensated at the rate listed in the Consultant's Fee Schedule for Additional Services. The fee schedule should be included with the cost proposal portion of the submitted proposal.

1.6 Timeline

Release	August 8, 2023
Preproposal Meeting at 11:00am via Zoom	August 15, 2023
Last Day for Questions by 12:00pm	August 21, 2023
Proposals Due by 12:00pm	August 31, 2023
Intent to Award (approx.).....	September 7, 2023
Notice of Award (approx.)	September 21, 2023
Notice to Proceed (approx.)	September 28, 2023

These dates are approximate and subject to change.

2.0 RULES GOVERNING COMPETITION

2.1 Examination of Proposals

Proposers should carefully examine the entire Request for Proposal (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 work and the conditions likely to be encountered in performing the work.

2.2 Proposal Acceptance Period

Proposals must be irrevocable for sixty (60) days following the submission date.

2.3 Confidentiality

The content of all proposals will be kept confidential until the selection of the Consultant is announced. At that time, the selected proposal is open for review by the competing proposers, excluding any tabulations and evaluations thereof. After the award of the Contract, all proposals, tabulations and evaluations will then become public information.

2.4 Proposal Format

Proposals are to be prepared in such a way as to provide a straight forward, concise delineation of the proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on:

- (1) conformance to the RFP instructions;
- (2) responsiveness to the RFP requirements;
- (3) completeness and clarity of content.

2.5 Signature Requirements

All proposal transmittal letters and cost proposal forms must be signed. A proposal may be signed by: an officer or other agent of a corporate vendor, if authorized to sign contracts on its behalf; a member of a partnership; an owner of a privately-owned vendor; or other agent if properly authorized by a power of attorney or equivalent document. The name and title of the individual(s) signing the proposal must be clearly shown immediately below the signature.

2.6 Proposal Submission

Four (4) copies of the technical proposal are to be submitted to the City of Kenai Public Works Department at 210 Fidalgo Avenue, Kenai, AK 99611, along with one (1) copy of the Firm's Fee schedule for each discipline in a separate sealed envelope. These five (5) documents shall be submitted in a sealed envelope clearly marked with the proposer's and RFP name.

2.7 Tax Compliance

Kenai City Code requires that businesses or individuals contracting to do business with the City be in compliance with the Kenai Peninsula Borough tax provisions. No contract will be awarded to any individual or business found to be in violation.

2.8 Licenses and Certifications

Proposers shall include with their proposals copies of all licenses, certificates, registrations and other credentials required for performance under the contract. Documentation must be current and must have been issued by or under authority of the State of Alaska or, if documentation is from an outside jurisdiction, such documentation must be accepted as valid by the State of Alaska for performance in Alaska. Such documentation shall include, but is not limited to, Alaska business license and applicable professional licenses, registrations and certificates.

2.9 News Releases

News releases pertaining to the award resulting from the RFP shall not be made without prior written approval of the City of Kenai's City Manager.

2.10 Disposition of Proposals

All materials submitted in response to this RFP will become the property of the City of Kenai. One copy shall be retained for the official files of the Public Works Department and will become public record after award of the Contract.

2.11 Oral Change/Interpretation

No oral change, or interpretation, of any provision contained in this RFP is valid whether issued at a pre-proposal conference or otherwise. Written addenda will be issued when changes, clarifications, or amendments to proposal documents are deemed necessary by the City.

Proposer shall acknowledge receipt of addenda in the space provided on the Proposal Form. Only a proposal acknowledging receipt of all addenda may be considered responsive, unless the addendum, in the opinion of the City Manager, would have no material effect on the terms of the proposal. The City Manager may elect to allow a proposer to acknowledge receipt of addenda after opening proposals.

2.12 Replacement of Submitted Proposals

Replacements will be accepted by the City, and binding upon the responding firm, only if it is received by the City at the place designated for submission prior to the scheduled deadline and meets all other RFP conditions.

2.13 Late Submissions

Proposals not received prior to the date and time specified in this RFP will not be considered.

2.14 Withdrawal of Proposals

At any time prior to the scheduled closing time for receipt of RFP submittals, any responding firm may withdraw their submittal, either personally or by written request. However, a proposal may not be withdrawn after opening without the written consent of the City.

2.15 Acceptance – Rejection of Proposals

The City may reject any or all proposals if the City Manager determines that it is in the best interest of the City and may waive irregularities, other than the requirements for timeliness and manual signature, if the irregularities do not affect the competitive advantage of any proposer.

2.16 Choice of Law and Jurisdiction

The laws of the State of Alaska shall govern this RFP, and any legal action brought thereon shall be filed in the Third Judicial District at Kenai, Alaska.

2.17 Conflicts of Interests

No member of the governing body of the City of Kenai or other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project shall have any personal interests, direct or indirect, in any ensuing contract as a result of this Request for Proposal, without first disclosing his/her potential conflict, by submitting a letter to the Clerk's Office establishing their "intent to do business with the City." The contractor for itself and its principal employees, officers, agents, directors or shareholders covenants that neither the contractor nor any of the listed classes of individuals has nor shall acquire any interest, direct or indirect, in the project, direct or indirect, to which the contract pertains which would conflict in any

manner or degree with the performance of its work hereunder. The selected proposer further covenants that in its performance of the contract no person having such interest shall be employed, without first disclosing his/her potential conflict.

2.18 Grant Funding

While the start of this agreement is not associated with an existing Grant, it shall be understood by all parties that the City shall continue to seek and apply for Grant opportunities as they arise. The successful proposer and their sub-consultants understand that any conditions set forth as grant requirements shall be met by Owner and Proposer.

3.0 SCOPE OF WORK

3.1 Project Description

The successful proposer, once agreements have been executed, shall immediately release surveyors to gather site data while the weather still allows good visibility of site conditions. Contractor shall coordinate with Utilities for this work. Location of all utilities shall be included in the initial existing conditions survey. The project area is defined as the right of way and easement along Cohoe Ave extending the entire distance between Coral St. and Birch St. Surveyor will pick up grades within this area as the restored path may be elevated from its current condition to provide sufficient coverage over new culvert and water main. Areas within 50' of existing culverts inlet and outfall are also included within work area for design data gathering purposes.

The goal of this project is to safely remove existing culverts and replace them with one U.S. Fish & Wildlife approved fish passage culvert of sufficient size to allow fish free passage through the area. There is a 10" asbestos concrete water main that will need to be isolated within the project area, this may require the installation of a new 10" valve along Birch St. to minimize impacts to consumers. New fish passage culvert will be approximately 70 lineal feet.

Once an existing conditions site survey is completed by the Engineer, a site walk will be conducted, in coordination with the Owner and representatives from U.S. Fish & Wildlife to identify locations and limits of recommended repairs. Engineer will proceed to 35% design documents with this information. With completion of 35% preliminary design, Owner will be provided with a preliminary cost estimate for review.

Once Owner approves all work to this point, consultant shall provide final deliverables of CAD drawings for future use. This 35% effort will be used by Owner to seek grant funding with the assistance of U.S. Fish & Wildlife as well as the Kenaitze Tribal organization. Once funding is secured a 2nd RFP will be released to take the project to final bid ready construction documents. Consultants will have to compete for this 2nd RFP due to granting agency requirements.

Consultant shall thoroughly review the requirements in the attached Culvert Design Guidelines document attached to this RFP. Specifically, for this initial effort please refer to the requirements from sections 2.2 Typical Culvert Design Procedure for Ecological Function in Alluvial Channels on page 17 of the Guide, and Section 2.3 Site Survey Checklist located on page 22. These items will be required with this procurement.



3.3 Typical Project sequence expectation

The items detailed below describe what the City's expectation is for a typical project sequence once identified and funded. Projects of course vary, a Master Plan is not the same as vertical construction as example. Items below are to simply depict the course a typical project should take.

3.3.1 Program and budget

Based on a mutually agreed upon program and budget, the Consultant's basic services shall consist of the normal duties associated with a phased design system. These include: Schematic Design Phase only, as described in the Request for Proposals and the General Conditions of the Contract.

3.3.2 Task 1 - Schematic Phase Services

Plans will be submitted to the City for review at 35% completion. See also Article 1 of the General Conditions for additional requirements. Any discussions on potential value engineering components should be discussed at this time, including any additional scope of work items Owner may want to consider based on the level of understanding for project conditions at this time.

Schematic design plans (35%) should include at a minimum:

1. Cover sheet
2. Vicinity Map, legend, index and abbreviations
3. Civil [existing conditions, items requiring demolition, new fish passage culvert]
4. Fish Passage profile detail indicating culvert diameter, approximate burial depth
5. Preliminary cost estimate

The City will provide comments for the 35% submittal within two weeks of delivery.

3.3.3 Deliverable Conditions

Upon completion of schematic design (Task 1), the City shall be furnished with drawings and preliminary specifications in PDF file formats. In addition, one 11" x 17" and one 22" x 34" set of hard copy drawings shall be provided by the consultant. A thumb drive with all CAD files including X ref files shall be provided to Owner for the completed work. These files will be made available during a future RFP to complete the design once funding for construction has been secured.

4.0 PROPOSAL AND SUBMISSION REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below.

4.1 Letter of Transmittal

Briefly state your firm's understanding of the services to be performed and make a positive commitment to provide the services as specified.

List name(s) of the person(s) who are authorized to make representations for your firm, their titles, address, and telephone numbers.

The letter must be signed by a corporate officer or other individual who has the authority to bind the firm.

4.2 Firm Experience/Qualifications

Detail the firm's experience specifically within the civil design and engineering industry in Alaska. Specifically interested in number of years performing these services within Alaska, locations where these services have been performed. A firm that is willing to help the City move forward with projects of this size in a sustainable way.

4.3 Project Manager, Key Project Staff and Sub-consultants

Identify the project manager, key project staff and sub-consultants expected to provide services on behalf of the firm. Resumes should be included for each of the individuals and sub-consultants referenced. Be specific on the proposed staff regarding experience and qualifications on projects of similar size and scope.

4.4 Methodology, Approach & Timeline

Provide detailed information on the firm's methodology in assisting clients with similar needs to the City of Kenai. The firm's approach for assisting a client that may not have the funds needed to fix everything at once. Please provide a detailed timeline to complete the tasks requested.

4.5 Cost of Services / Fee Schedule

Under a separate sealed envelope submit one copy of a fee schedule for all services which may be required in performance of this work and mark on the outside of the envelope "FEE SCHEDULE". The fee schedule is to be a presentation of hourly costs per positions working on the projects. The fee schedule shall be all inclusive of overhead, general, and administrative expenses, fringe benefits, profit, insurance, etc. The Cost of Services / Fee Schedule shall count toward 25% of the available proposal points.

5.0 EVALUATION PROCESS AND CRITERIA

5.1 Evaluation Process

A committee of individuals representing the City of Kenai will perform evaluation of the proposal. The committee will rank the proposal as submitted. The City of Kenai reserves the right to award a contract solely on the written proposal.

The City also reserves the right to request oral interviews with the highest ranked firms (short list). The purpose of the interviews with the highest ranked firms is to allow expansion upon, and possible refinement of the written responses. If interviews are conducted, a maximum of three (3) firms will be short-listed. A second score sheet will be used to score those firms interviewed. The final recommendation for selection will be based on the total of all evaluators scores achieved on the second rating. The same categories and point ranges will be used during the second evaluation as for the first.

The firm, whose proposal is ranked highest by the evaluation committee, may be invited to enter into final negotiations with the City for the purposes of contract award.

5.2 Criteria

The criteria considered during evaluations are as follows:

Firm Experience/Qualifications	25%
Key Staff/Sub-consultants Experience/Qualifications	25%
Methodology/Approach/Time line	25%
Cost of Services	25%

6.0 SELECTION PROCESS

The Proposer with the highest total evaluation points may be invited to enter into contract negotiations with the City of Kenai. If an agreement cannot be reached with the highest ranked Proposer, the City shall notify the proposer and terminate the negotiations. If proposals are submitted by one or more other proponents determined to be qualified, negotiations may then be conducted with such other proposers in the order of their respective rankings. This process may continue until successful negotiations are achieved. The City of Kenai reserves the right to reject any and all proposals submitted.

7.0 APPEAL PROCEDURE

Any party submitting a proposal for this procurement and who believes that they are adversely affected by the City's procurement process, or by any acts of the City in connection with the award of a City contract, may file a protest appeal with the City's Public Works Director. All protest appeals must be filed with the City within 10 days of the issuance of the City's notice of its intent to award the contract. The City Manager will decide the appeal. The protest appeal must be in writing and shall include the following information:

- A. the name, address, e-mail, and telephone and facsimile numbers of the protester;
- B. the signature of the protester or the protester's representative;
- C. identification of the solicitation or contract at issue;
- D. a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and,
- E. the form of relief requested.

The protest appeal may be hand-delivered, faxed, or sent by U.S. mail with postage prepaid to the attention of the Public Works Director, 210 Fidalgo Avenue, Kenai, AK 99611. Regardless of the method of delivery chosen by the protester, all protest appeals must be actually received by the City within 10 calendar days of the issuance of the City's notice of intent to award. If the tenth day is a City-recognized holiday or a weekend, the deadline for appeal shall be the next work day. It is up to the protester to choose a method of delivery to assure timely receipt by the City.

The City Manager shall decide the protest appeal and issue a written decision under the following general procedures:

- A. If the City Manager sustains a protest in whole or in part, the City Manager shall implement an appropriate remedy.
- B. In determining an appropriate remedy, the City Manager shall consider the circumstances surrounding the solicitation or procurement including the seriousness of the

procurement deficiencies, the degree of prejudice to other interested parties or to the integrity of the procurement system, the good faith of the parties, the extent the procurement has been accomplished, costs to the agency and other impacts on the agency of a proposed remedy, and the urgency of the procurement to the welfare of the City.

C. Notwithstanding subsections A and B immediately above, if the City Manager sustains a protest appeal in whole or part, the protester's damages shall not exceed the reasonable proposal preparation costs.

The City Manager shall deliver his or her determination of the protest appeal in writing to the protester by hand-delivery at the protester's place of business or other address or via U.S. Mail or facsimile, and shall be effective immediately upon receipt if hand-delivered, upon receipt of delivery confirmation if sent by facsimile or, if mailed, three days after placement in the U.S. Mail.

A party filing a protest appeal may appeal the City Manager's decision to the Kenai Superior Court.

8.0 SAMPLE CONTRACT OR MINIMUM MANDATORY CONTRACT PROVISIONS

In addition to carefully reading all of the information in the RFP, all Proposers must carefully read and review the attached sample contract. The successful Proposer shall be required to enter into a Contract with the City of Kenai, which will be substantially similar to the sample.

Therefore, the Proposer must identify any proposed changes to the sample Contract per the procedures detailed in Section 1.3 of this RFP.

If no changes are made, the proposer shall be deemed to have accepted the sample contract. If the respondent makes changes, such changes will be considered in any negotiations with the City. Changes made to the sample contract shall not be considered during the evaluation process.