



ADDENDUM NO. 2

This addendum consists of 14 pages with attachments.

TO: All Respondents

FROM: City of Kenai Public Works Department

DATE: February 25, 2021

SUBJECT: Request for Proposals – 2021 City of Kenai Bluff Bank Stabilization
Professional Engineering Services

DUE DATE: ****Revised March 4, 2021, by no later than 5:00 PM****

Proposers must acknowledge receipt of this Addendum within the Letter of Transmittal. Failure to do so may result in the disqualification or rejection of the proposal.

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

02-01 Plan Holder Question

You guys ever considered lifting the houses and setting them back down on helical piles approx. 20-50-ft back from the berm?

Response: This question is not really pertinent to this RFP. Multiple private residences have previously been moved back approximately 60ft and placed on new foundations. We are not intending to complete any of that type of work with this project.

02-02 Plan Holder Question

1. USACE FS provided by Kenai did not include the appendices. Of particular interest is Appendix D - Geotechnical, which will help shed light on several design questions. Can the City please provide?
2. Can the City please provide the TAMS 1982 City of Kenai River Bluff Erosion Study, Draft Report?
3. Can the City please provide the 401 CWA water quality certification obtained from the Alaska Dept Environmental Conservation Division of Water, dated 18 July 2017 (certificate no. ER-17-05)?
4. Can the City please provide any recent topographic and/or bathymetric survey information would be helpful to understand current bluff slope conditions and nearshore river conditions where the structure may be placed?

Response: See attachments included under 02-04 below. This will be the only additional documents provided at this time. The successful proposer shall have full access to any and all documents the City possesses from the extensive history of the bluff's erosion.

02-03 Plan Holder Question

1. Will environmental permitting be included, or handled outside of this contract?
2. To properly assess the level of effort that will be required to develop the DDR and/or analysis required to develop project design, plans and specifications, it would be helpful to review the (6) appendices from the 2019 Section 116 Feasibility Study. Kindly make these appendices available for download/review.

Response: Regarding question 1, yes environmental permitting will be a requirement of this contract. Regarding question 2, See attachments included under 02-04 below. This will be the only additional documents provided at this time. The successful proposer shall have full access to any and all documents the City possesses from the extensive history of the bluff's erosion.



02-04 Attachments

See updated plan holders list as of February 25, 2021.

See executed copy of MOU 221 signed February 11, 2021

Appendix A – Environmental Resources [download from website]

Appendix B – Hydraulic & Hydrology [download from website]

Appendix C – Sediment Impact Assessment [download from website]

Appendix D – Geotechnical Investigation [download from website]

R&M 2007 Final Geotech Report [download from website]

R&M 2008 Ground Water Report [download from website]

Tetra Tech 2012 Initial Design Documentation Report [download from website]

02-05 Clarification

The Due Date for proposals shall remain March 4, 2021, however we will extend the time from 12:00pm to close of business at 5:00pm to allow for mail / Fed Ex delivery that day.

END OF ADDENDUM



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| COMPANY | CONTACT PERSON | MAILING ADDRESS | CITY, STATE, ZIP CODE | MOBILE | OFFICE PHONE | EMAIL |
|---|--------------------------|----------------------------------|--------------------------|--------------|---------------|--|
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| Senior Water Resources Engineer Geosyntec Consultants, Inc. | Kristin Reardon, Phd, PE | 3003 Minnesota Dr, Suite 302 | Anchorage, AK 99503 | 916 832 2575 | 907 519 7088 | <a href="mailto:Kristin.Reardon<KReardon@Geosyntec.com>">Kristin.Reardon<KReardon@Geosyntec.com> |
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| Stantec | Ryan Cooper | 725 East Fireweed Lane Suite 200 | Anchorage, AK 99503 | 907-343-5241 | | <a href="mailto:Cooper,Ryan<Ryan.Cooper@stantec.com>">Cooper,Ryan<Ryan.Cooper@stantec.com> |
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| TorcSill | Derek Johnston | 5071 Silverado Way L-201 | Anchorage, Alaska 99518 | | 907 290-0207 | <a href="mailto:Derek.Johnston<djohnston@torcsill.com>">Derek.Johnston<djohnston@torcsill.com> |
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| Marker Offshore LLC | Chris Kemp | | | | 206 660-8555 | ckemp@markeroffshore.com |
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| Highlight indicates attendance at the Preproposal Meeting on 2/9/21 | | | | | | |

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IN-KIND MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF THE ARMY
AND THE
CITY OF KENAI, ALASKA
FOR CONSTRUCTION WORK
PRIOR TO EXECUTION OF
A
PROJECT PARTNERSHIP AGREEMENT
FOR THE
KENAI BLUFFS BANK STABILIZATION PROJECT

THIS IN-KIND MEMORANDUM OF UNDERSTANDING (hereinafter the "In-Kind MOU") is entered into this 11th day of FEB, 2021, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for Alaska, District (hereinafter the "District Commander") and the City of Kenai, Alaska (hereinafter the "Non-Federal Interest"), represented by the City Manager.

WITNESSETH, THAT:

WHEREAS, Section 221(a)(4) of the Flood Control Act of 1970, as amended (42 U.S.C. 1962d-5b(a)(4)), provides that a cost sharing agreement may provide credit for the value of materials or services provided before the execution of such cost sharing agreement if the Secretary and the non-Federal interest enter into an In-Kind MOU under which the non-Federal interest shall carry out such work and only work carried out following the execution of such In-Kind MOU shall be eligible for credit;

WHEREAS, the Non-Federal Interest understands and acknowledges that any credit for eligible in-kind contributions will be afforded only toward the required non-Federal contribution of funds (i.e. cash contribution) under the Project Partnership Agreement for the project or separable element thereof; and

WHEREAS, by letter dated Oct 6, 2020, the Non-Federal Interest stated its intent to provide certain construction work, including any design required for that construction work, (hereinafter the "Construction Work", as defined in Paragraph 1 of this In-Kind MOU) prior to the execution of the Project Partnership Agreement for the Kenai Bluffs Bank Stabilization Project at Kenai, Alaska.

NOW, THEREFORE, the parties agree as follows:

1. The Non-Federal Interest shall provide the Construction Work in accordance with the terms and conditions of this In-Kind MOU and requirements of applicable Federal laws and implementing regulations. The Construction Work shall consist of activities related to construction and design for the Kenai Bluffs Bank Stabilization project, consisting of an

approximately 12-foot tall armor-stoned berm along approximately 5,000 lineal feet of receding coastal bluff, including any necessary engineering plans and specifications and other design activities that are required for that construction as generally described in the letter from the Non-Federal Interest.

2. The Non-Federal Interest shall keep books, records, documents, and other documentation of costs and expenses incurred for the Construction Work in accordance with this In-Kind MOU. The value of the Construction Work shall be equivalent to the costs, documented to the satisfaction of the Government, that the Non-Federal Interest incurred to provide the Construction Work. Such costs may include, but are not necessarily be limited to: engineering and design, and construction costs, including real estate, economic and environmental analyses and evaluation costs; supervision and administration costs; and documented incidental costs associated with providing the Construction Work, but shall not include any costs associated with betterments, as determined by the Government. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Interest's employees.

3. The Non-Federal Interest understands that eligibility for credit for the Construction Work is subject to:

a. A determination by the Division Commander for Pacific Ocean Division that the Construction Work is integral to the project;

b. The Non-Federal Interest completing or assuring completion of all necessary environmental coordination and obtaining all applicable Federal, State, and local permits prior to initiating construction of the Construction Work;

c. The Non-Federal Interest's compliance with Sections 210 and 305 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4630 and 4655), and Section 24.4 of the Uniform Regulations contained in 49 C.F.R. Part 24, and assurance that (1) fair and reasonable relocation payments and assistance shall be provided to or for displaced persons, as are required to be provided by a Federal agency under Sections 4622, 4623 and 4624 of Title 42 of the U.S. Code; (2) relocation assistance programs offering the services described in Section 4625 of Title 42 of the U.S. Code shall be provided to such displaced persons; (3) within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with Section 4625(c)(3) of Title 42 of the U.S. Code; (4) in acquiring real property, the Non-Federal Interest will be guided, to the greatest extent practicable under State law, by the land acquisition policies in Section 4651 and the provision of Section 4652 of Title 42 of the U.S. Code; and (5) property owners will be paid or reimbursed for necessary expenses as specified in Sections 4653 and 4654 of Title 42 of the U.S. Code;

d. The Non-Federal Interest's compliance with applicable Federal labor laws covering non-Federal construction and relocations, including, but not limited to, 40 U.S.C. 3141–3148 and 40 U.S.C. 3701–3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act);

e. Review and verification, including on-site inspection, as applicable, by the Government that the Construction Work was accomplished in a satisfactory manner and in accordance with applicable Federal laws, regulations, and policies; and

f. An audit by the Government to determine the reasonableness, allocability, and allowability of such costs.

4. The Non-Federal Interest understands further that:

a. No interest charges or adjustment will be applied to the costs incurred for the Construction Work to reflect changes in price levels;

b. Federal program funds may not be used to meet any of its obligations under this In-Kind MOU unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the project. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor;

c. Only the costs of the Construction Work that do not exceed the Government's estimate of the cost of such work if the work had been accomplished by the Government are eligible for credit;

d. No credit will be provided for the value of Construction Work obtained at no cost to the Non-Federal Interest or for the cost of construction initiated prior to the effective date of this In-Kind MOU;

e. Any costs incurred for the clean-up of hazardous material regulated by the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA"; 42 U.S.C. 9601-9675), that may exist in, on, or under lands, easements, or rights-of-way required for the Construction Work are a Non-Federal Interest responsibility and no credit shall be afforded for such clean-up costs. In addition, the Non-Federal Interest understands that as between the Government and the Non-Federal Interest, the Non-Federal Interest shall be considered the operator of the Construction Work for the purposes of CERCLA liability. To the maximum extent practicable, the Non-Federal Interest shall operate, maintain, repair, replace, and rehabilitate the Construction Work in a manner that will not cause liability to arise under CERCLA;

f. Crediting for the costs of the Construction Work may be withheld, in whole or in part, as a result of the Non-Federal Interest's failure to comply with the terms of this In-Kind MOU; and

g. Credit may be afforded only if a Project Partnership Agreement is executed subsequently by the Government and the Non-Federal Interest.

5. In the exercise of their respective rights and obligations under this In-Kind MOU, the Government and the Non-Federal Interest each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

6. Execution of this In-Kind MOU does not constitute, represent, or imply any Federal assurance or commitment regarding approval of the project or execution of any future agreement that may include provisions for affording credit for Construction Work undertaken under this In-Kind MOU. In addition, execution of this In-Kind MOU in no way prevents the Government from modifying the project even if it results in the Construction Work provided by the Non-Federal Interest no longer being an integral part of the project.

7. Nothing herein shall constitute, represent, or imply any commitment to budget or appropriate funds for the project in the future; and nothing herein shall represent, or give rise to, any duty, obligation, or responsibility for the United States. Any activity undertaken by the Non-Federal Interest for the Construction Work is solely at the Non-Federal Interest's own risk and responsibility.

8. Notices.

a. Any notice, request, demand, or other communication required or permitted to be given under this In-Kind MOU shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Interest:

City of Kenai, Alaska
ATTN: City Manager
210 Fidalgo Avenue
Kenai, Alaska 99611-7796

If to the Government:


District Commander
ATTN: CEPOA-PM-C
US Army Engineer District, Alaska
P.O. Box 6898
JBER, Alaska 99506-0898

b. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this paragraph.

9. This In-Kind MOU may be modified or amended only by written, mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this In-Kind MOU, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

BY: 
DAMON A. DELAROSA
Colonel, U.S. Army
District Commander

CITY OF KENAI, ALASKA

BY: 
PAUL OSTRANDER
City Manager

DATE: 2/11/21

DATE: 1/21/21

CERTIFICATE OF AUTHORITY

I, Scott Bloom, do hereby certify that I am the principal legal officer for the City of Kenai, Alaska, that the City of Kenai, Alaska is a legally constituted public body with full authority and legal capability to perform the terms of the In-Kind Memorandum of Understanding for Design Work Prior to Execution of a Project Partnership Agreement between the Department of the Army and the City of Kenai, Alaska in connection with the Kenai Bluffs Bank Stabilization Project, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement, as required by Section 221 of Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the person who executed this Agreement on behalf of the City of Kenai, Alaska acted within his statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this
22 day of January 2021.



SCOTT BLOOM
City Attorney

