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## ACRONYMS AND ABBREVIATIONS

ADEC	Alaska Department of Environmental Conservation
G&A	General And Administrative
MARAD	Maritime Administration
NMFS	National Marine Fisheries Service
NTP	Notices to Proceed
O&M	operations and maintenance
RAISE	Rebuilding American Infrastructure with Sustainability and Equity
RFP	Request for Proposals
USACE	United States Army Corp of Engineers
WBS	Work Breakdown Structure

## LIST OF APPENDICES

Appendix A	Proposal Forms
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Appendix C	Contract and General Conditions
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# 1 INTRODUCTION

## 1.1 Project Description

The City of Cordova (the “City”) is requesting proposals from qualified firms for the design and construction of the South Harbor Rebuild (the “Project”) described below and within the contract. The baseline Project consists of four principal elements: A) the design, replacement, and modernization of South Harbor float system, B) the design and installation of a Drive Down Ramp Drive Down Float and Transfer Bridge, and C) the design and installation of the Utility Services on the new float systems and related upland improvements and D) A Bulkhead supporting at a minimum of 80 parking spaces and walkway. (collectively the “Work”).

Proposers shall submit a supplemental option for the design and construction of a full bulkhead and associated dredging, transient float system, and upland parking area. As shown the in the conceptual drawings. Shall not be included in the baseline lump sum price.

Proposers are invited to submit optional alternatives that meet the needs of the City. The City intends to award this contract utilizing a best value, competitive Design-Build proposal process pursuant to the City’s procurement requirements. The City of Cordova is the Project owner, as such they will make or affirm all decisions with regards to funding, design, purpose, schedule, and adequacy of to be constructed Project elements. Key decisions will be made or ratified by the City team consistent with this Request for Proposals (RFP), the terms of the contract, and the Cordova Municipal Code.

The design service life of the new harbor facilities and utilities will be 50 years. The City expects realistic operations and maintenance (O&M) expectations for a typical 50-year service life on these facilities. Refer to Appendix F for details.

Cordova’s Harbor provides year-round vessel access to fishing grounds, regional transportation, and offers safe harbor for mariners in Alaska’s North Gulf Coast and Prince William Sound. With a capacity of 711 vessels, it is one of Alaska’s largest single basin harbors. Cordova supports one of the largest commercial fishing fleets in Alaska. Maintaining the availability of the harbor for fishers is the key reason to successfully rebuilding South Harbor.

Within the protected breakwater the Harbor basin has two moorages, accessed via different parking areas, gangways, and approaches. The North Harbor has a capacity of 250 vessels. It was built in 1963, rebuilt in 2006, and is currently in good repair. The North Harbor cannot be disturbed or limited in its ongoing operations during the demolition or construction phases of the rebuild of the South Harbor.

The City team consists of the Cordova City Manager, Harbormaster, the Public works Director, and the Special Projects Manager. Contracts, certain change orders, and other significant decisions will require the approval of the city council. An Independent Review Engineer has been retained by the City to review design decisions and to review design development as it progresses. The Project Manager/Owners Representative is an individual selected to represent the City’s interest as the Project is developed and will be the key communicator with the Design-Builder.

Design-Builder is a firm/team to be selected and contracted by the City to deliver a rebuilt South Harbor with the schedule and funds available, meeting the basis of design, and performance requirements described in this RFP and contract.

This Project is the Design and construction of a rebuilt South Harbor:

- A. The Project is in the Cordova Harbor basin. The Cordova Harbor basin has two moorage areas, accessed via different parking areas and approaches, referred to as the “North” and “South” Harbors. The Project will occur in the South Harbor. See Appendix D Reference Documents.
- B. The purpose of this Project is to provide safe moorage, improve efficiency for the fishermen via a drive down float, and reduce congestion in the upland areas along Nicholoff Avenue.
- C. The City is requesting value-added designs that meet or exceed the minimum Project goals and requirements as described in this RFP.
- D. The available funds for this Project are \$35.7 million. This value is limited only to the baseline lump sum price.
- E. Proposers may voluntarily provide details and pricing for a variety of the Alternative Options, not to exceed available funds.
- F. Design-Builder may suggest how additional mooring spaces could be added to the Conceptual Design provided in this Request for Proposal. It is the City’s desire to maximize the number of suitable-sized slips consistent with the design vessels described in Section 4.1.2 while still meeting the minimum design codes and standards.
- G. All floats shall be accessible for moorage by April 15, 2024.
- H. Substantial completion and all utilities by June 1st, 2024.
- I. Final Completion July 1st, 2024.

## 1.2 Scope of Design-Builder Services

This RFP allows flexibility in design and construction; it does not specifically describe every detail of work required. It is each Proposer’s responsibility to review all pertinent Project information and requirements. The selected Design-Builder must perform its contractual obligations to provide a facility that is consistent with good engineering, construction, and environmental practices that meet or exceeds the Project Goals, Project Requirements, standards, guidelines, and procedures identified in the RFP.

At a minimum, the following Work shall be included in the Baseline Lump Sum price.

The Project consists of four principal elements which are described in Appendix F Performance Requirements and associated Conceptual Design Drawings:

- A. Design, replacement and modernization of the South Harbor float system, approach trestles, and gangways, including demolition and removal of the existing facilities
- B. Design and installation of a transfer bridge and drive down float
- C. Design and installation of Utility upgrades - power/lighting, water, and fire suppression to all applicable areas in the float system
- D. Bulkhead as shown on the conceptual drawings with minimum of 80 parking spaces and upland walkway

In addition to the principal physical elements, the Design-Builder will be responsible for the following:



- E. All management, services, labor, material, and equipment necessary to permit, design, and build the Project in accordance with the Project Requirements and the Contract
- F. Submit application and obtain an Alaska Department of Environmental Conservation (ADEC) potable water system Engineering Plan Review and Construction Authorization
- G. Coordinate with the City to submit and obtain a USACE Section 408 permit
- H. Compliance with all regulatory coordination and authorization (permits) as required by law to construct the facility
- I. Development and execution of a comprehensive, quality management plan including all testing, inspection, and documentation necessary to control and independently assure performance of Work is in strict compliance with applicable standards, specifications, and Design requirements

Proposers shall submit a supplemental option for the design and construction of a full bulkhead and associated dredging, transient float system, and upland parking area. As shown the in the conceptual drawings. Shall not be included in the baseline lump sum price. The construction of the bulkhead is a separate price tabulation and is required as part of the proposal packet. Performance requirements for the supplemental bulkhead option are presented in Appendix F.

The Proposer is encouraged to include an Alternative Option as necessary to provide a Project that best meets the City’s goals and grant requirements, within the available budget. The Work that is shown in the provided drawings is conceptual (Appendix G). The RAISE grant requirements are replacement of the float system, a Transfer Bridge and drive down float, and bulkhead (grant narrative in Appendix D).

## 2 INSTRUCTIONS TO PROPOSERS

### 2.1 Project Goals

The City has established the following Project Goals:

- A. Primarily, deliver a functionally complete floating dock system facility that safely accommodates moorage of vessels and the construction of the transfer bridge, minimal bulkhead, and service dock facility within the Available Funds Amount.
- B. A secondary goal is to build a bulkhead wall and associated upland space to relieve congestion around the new drive down float access and the existing Fisherman’s Memorial.
- C. A tertiary goal is to extend the length of the bulkhead to the west breakwater, associated dredging, upland parking area, and a new transient float (O Float) along the bulkhead.
- D. Construct a facility whose design meets or exceeds industry standards, mitigates premature degradation and corrosion, and enhances service life and durability.
- E. Complete the Project on or before the specified Substantial and Final Completion dates as listed in table below.
- F. Always maintain a safe environment for all Project personnel, City staff, and the public.
- G. Provide measures to ensure safe access and operation by future facility users.
- H. Provide, implement, and assure excellent quality response to this Project’s technical requirements (See Appendix F Performance Requirements) and quality professional performance throughout Design and construction in accordance with your approved quality management plan.
- I. Meet or exceed environmental regulatory and permitting requirements with no regulatory or permit violations.

- J. Remain committed to a “project-first,” partnering approach by providing a consistent, qualified team with expertise in Design-Build delivery and management of harbor facilities in Alaska.

## 2.2 Definitions

Definitions are provided in Article 1 Definitions and Terminology within the Standard General Conditions of the Contract Between Owner and Design-Builder. Additional terms used in this RFP are defined throughout the document. The terms “Successful Proposer” and “Best-Value Responsible Bidder” have interchangeable meanings.

## 2.3 Schedule

The rebuilding of the South Harbor schedule is shown below. Cordova is reliant on fishing; thus, the initiation and completion of the replacement of the float system must occur between the end of the fishing season, September 4<sup>th</sup>, 2023, and the start of the fishing season on April 8, 2024. Construction activities must allow for fishermen to moor their boats for the start of the season. The second Substantial completion date of July 1, 2024 is for utilities.

The timing of the various funds available to rebuild the South Harbor Project necessitate the use of multiple notices to proceed. The City of Cordova plans to issue 3 Notices to proceed as the Project moves through Design, procurement and fabrication, and construction. Milestones are solely based upon the City providing the following Notices to Proceed (NTP):

Table 1 Contract Milestones

Milestone	Date
Issue RFP	Friday September 23, 2022
Non-Mandatory Pre-Bid Meeting	Monday, October 4, 2022
Deadline for Proposer’s Questions	Saturday, October 8, 2022
Proposal due date	Monday, November 4, 2022
Announcement of Apparent Best Value Proposer (Notice of Intent to Award)	Week of November 23, 2022
City Council Approval	Wednesday November 30, 2022
Notice of Award	Week of December 5, 2022
NTP 1 Estimated date of Notice to Proceed 35% Design	Week of December 12, 2022
City Council and Harbor Commission acceptance of 35% Design	Feb 10, 2023
NTP 2 Estimated date of Notice to Proceed 65% Design, procurement of long-lead items & limited fabrication	Week of Feb 13, 2023
NTP 3 Estimated date of Notice to Proceed 95% Design: Mobilization and Construction	Week of April 17, 2023
Substantial completion of Float system	Monday, April 15, 2024
Final Completion including Utilities	Thursday, June 1, 2024

NTP No. 1 Week of December 12, 2022

- A. Advance Project Design to 35%.
- B. City Council and Harbor Commission Acceptance of 35% Design.
- C. Establish Design budget, Project management cost, and Project schedule.

NTP No. 2 Week of Week of Feb 13, 2023

- A. Will allow for the procurement of long-lead materials and limited fabrication; assumed to be primarily for pile and floats and possibly electrical components. Proposer should identify these items in their proposal.
- B. Accept 35% Design.
- C. Develop 65% Design.

NTP No. 3 Will be issued following a detailed review of the 65% Design by the City Project team- Week of April 17, 2023

- A. Accept of 65% Design.
- B. Develop 95% Design.
- C. Design-Builder will provide a cost estimate and schedule for procuring specific Project-required components. The City will work with the Design-Build team in approving the cost and schedule for these procurement activities.
- D. Procurement and fabrication of all Project components by the Design-Builder to facilitate the timely delivery to Cordova.
- E. Acceptance of 95% Design.
- F. Final procurement and fabrication based on the acceptance of the 95% Design.
- G. The NTP No. 3 milestone is directly contingent upon the City obtaining the required regulatory permits and approvals for in-water work.
- H. Authorization to proceed with mobilization to the Project Location and in-water work activities.

This NTP schedule will allow the Design-Builder to establish a cost estimate for the completion of the Project consistent with the funds available to the City for rebuilding the South Harbor. It is the City's plan to not exceed the amount of funds available. The City will negotiate with the Design-Builder, if necessary, to reduce the scope of Project components and construction schedule to ensure that the Project is completed on budget, meets the City's goals for the Project, and is within the planned schedule using only the time available between the fishing season, which is the winter of 2023 to 2024. Grants, loans, and bond funds for Project will be generally available starting in October of 2022.

## 2.4 Non-Mandatory Pre-Proposal Conference

A non-mandatory, Pre-Proposal in person or via Teams meeting will be held at the City of Cordova, Cordova Center, Community room A and B, 601 First Street, Cordova, Alaska, starting at 8:30 a.m. local time on Monday, October 4th, 2022. Representatives of the City will be present to discuss the Project. Proposers are encouraged to attend. To attend provide name, phone number, and email 24 hours prior to the conference date and time to the Public Works Director by email at [publicworks@cityofcordova.net](mailto:publicworks@cityofcordova.net). A confirmation email will be sent with Microsoft teams meeting invites as needed. If confirmation is not received call 907-424-6321.

The City will post on the city web page and the Plans room Addenda as the City considers necessary in response to questions arising from the conference. Oral statements may not be relied upon and will not be binding or legally effective.

#### Questions and Clarifications

Proposer questions regarding the meaning, intent, or a perceived ambiguity, error, omission, discrepancy, or deficiency contained in the RFP documents shall be submitted no later than Saturday October 7 by email. Questions received after the deadline may not be answered. Only questions answered by formal, written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. All questions must specifically reference the Sections and page numbers of the RFP document unless the question is general in nature. Telephone request will be accepted provided that the requests must be followed by an email. Received questions, written responses, and any Addenda will be posted on the City's web page and the Plans Room. All questions shall be transmitted to:

Samantha Greenwood  
Public Works Department  
publicworks@cityofcordova.net  
Phone 907-424-6231

## 2.5 Selection Process

Sealed proposals will be evaluated by a review committee in accordance with the Scoring Criteria defined in this RFP below. The City reserves the right to request additional information during the evaluation to clarify any proposal. The Proposer with the highest total score will be deemed to have the Best-Value proposal. The Proposer who receives the Intent to award will have 14 days after the notice, to provide a signed contract to the City.

### 2.5.1 Due Date, Time, and Location

Electronically submitted proposals shall be submitted by <https://www.cityofcordova.net/rfp-submissions-form/> to the City of Cordova. The proposal are due 3:00 p.m. Alaska Standard Time, Monday, November 4, 2022 and will be time stamped by the program.

Proposals that fail to meet the submittal deadline will not be opened, considered, or evaluated.

## 2.6 Proposal Submittal Requirements

All information in the proposal shall be submitted with formatting for printing on 8.5-inch by 11-inch paper, except charts, exhibits, and illustrative and graphical information which can be formatted to print on 11-inch by 17-inch paper. All text for the Proposal shall use Times New Roman or Calibri font, 11-point type. No text, charts, tables, graphics, or other substantive content shall be printed within 0.75 inches of any page edge. Any other information shall be presented with a readable format. All Proposal forms shall be typed or completed using black ink. All signatures must be accompanied by a printed name, title, and date.

The proposal shall contain the sections listed below, separated by dividers, and shall respond fully to all requirements of the RFP. The following table provides general guidelines regarding the suggested number

of pages per Section. Proposer may provide additional pages as necessary to adequately respond to the RFP requirements following specific written approval by the City.

## 2.7 Technical Proposal – Volume I

Table 2 Proposal Contents

<b>PROPOSAL CONTENTS</b>		<b>No. Pages</b>
<b>2.7</b>	<b>TECHNICAL PROPOSAL – Volume I</b>	
<b>2.7.1</b>	<b>EXECUTIVE SUMMARY</b>	<b>6 Total</b>
	COVER LETTER	1
	EXECUTIVE SUMMARY NARRATIVE	5
<b>2.7.2</b>	<b>PROJECT TEAM QUALIFICATIONS</b>	<b>25 Total</b>
	A. TEAM QUALIFICATIONS	3
	B. ORGANIZATIONAL CHART	1
	C. PROJECT MANAGER RESUME	2
	D. SUPERINTENDENT’S RESUME	3
	E. ENGINEER RESUMES	6
	F. MAJOR SUPPLIERS and SUBCONTRACTORS	4
	G. DESIGN-BUILD EXPERIENCE and APPROACH	4
	H. SAFETY PROGRAM QUESTIONNAIRE	2
<b>2.7.3</b>	<b>PROPOSAL FORMS– SEE APPENDIX A</b>	<b>No limit</b>
<b>2.7.4</b>	<b>PROJECT APPROACH - BASE CRITERIA</b>	<b>10 Total</b>
	A. DESIGN NARRATIVE	4
	B. OVERALL SITE PLAN	1
	C. CONCEPTUAL DESIGN SHEETS	3
	D. RISK ASSESSMENT	2
<b>2.7.5</b>	<b>CONTRACT MANAGEMENT</b>	<b>6 Total</b>
	PROJECT SCHEDULE - NARRATIVE	<b>1</b>
	PRELIMINARY PROJECT SCHEDULE	1

	EQUIPMENT, MEANS, METHODS	2
	QUALITY MANAGEMENT APPROACH	2
<b>2.7.6</b>	<b>ALTERNATIVE OPTIONS</b>	<b>8 Total</b>
	A. NARRATIVE	4
	C. CONCEPTUAL DESIGN SHEET	4
<b>2.7.7</b>	<b>SUPPLEMENTAL OPTION FULL BULKHEAD</b>	<b>8 TOTAL</b>
	A. NARRATIVE	4
	B. BULKHEAD DESIGN DRAWINGS	4
<b>2.8</b>	<b>PRICE PROPOSAL – Volume II</b>	<b>No Limit</b>

Proposals shall consist of two components – Technical and Price as describe below.

The technical proposal is intended to serve as an opportunity for the Proposer to clearly describe its qualifications, capabilities, and innovative approach to the Work. Although the price is an important factor in the final selection, the evaluation criteria places a greater value on a Proposer’s qualifications and effort to achieve the goals of the Project described in Section 2.1.

The Technical Proposal shall comply with the criteria established in the RFP. Any proposed deviation(s) from the conceptual approach outlined in this RFP may only be included in the Alternative Options section of the Proposal.

The Proposer is encouraged to provide concise narratives, graphic illustrations, drawings, and charts to ensure the City clearly understands the characteristics and benefits of the proposed Work.

[2.7.1 Cover Letter and Executive Summary](#)

Cover Letter that states:

- A. Proposing entity (Prime) and, if appropriate, the joint venture members
- B. The Engineer of Record(s) and General Contractor Builder (if other than the Proposer)
- C. Brief description of the legal relationships among the principal entities

An Executive Summary Narrative written in a non-technical style that familiarizes reviewers with the Proposer’s approach and ability to achieve the Project Goals. The intent of the Executive Summary is to highlight the key elements of each section of the Technical Proposal and to certify the Proposer’s commitment to the truth and correctness of the Proposal. The authorized representative of the Proposer’s organization must sign the Executive Summary.

## 2.7.2 Project Team Qualifications

### Proposer Qualifications and Performance Record

#### A. Team Qualifications:

1. In a non-technical narrative, describe the team expertise and satisfactory performance in the marine industry, relating to Design, construction, and Project management. The Proposer should focus on the proven cohesiveness of the team, as opposed to the individual qualifications of the firms. Preferably, the Proposer's Project-specific team (Key Personnel, subcontractors, and major suppliers) will have worked together on comparable projects in the past, but this is not a requirement.
2. Describe the organizational structure, lines of responsibility, Key Personnel (as defined by the Proposer), and defined Key Personnel roles and responsibilities.
3. Provide sufficient information for the City to evaluate the current financial strength of the Proposer.
4. Identify and describe the nature and status of all claims asserted by or against the Proposer (including all team members) within the past five years which were escalated to litigation or arbitration.
5. Provide a brief description of representative projects constructed by the Proposer's team within the past five years which are similar in scale, type, and complexity to the Work.
6. With a focus on the knowledge and capabilities, describe any unique expertise advantages of the Proposer's team which would benefit the overall success of the Project and be a direct benefit to the City.

#### B. Organizational Chart

Submit an organizational chart demonstrating the basic structure of the Proposer's roles and responsibilities of each Key Personnel, as deemed appropriate by the Proposer, and the integration of any major supplier, sub-organization, or consultant(s).

#### C. Project Manager Resume

Submit a resume for the Proposer's dedicated Project Manager, who will be the primary day-to-day point of contact with the City. The resume should specifically focus on Design-Build experience, management approach, and qualifications applicable to the Work.

1. Minimum qualifications:
2. 10 years of construction management experience, with 5 years of marine experience
3. Logistics coordination experience in remote locations
4. Work history managing at least 1 design-build marine project within the past 7 years
5. Proposer shall provide at least 3 references with contact information for the proposed Project Manager

#### D. Superintendent Resume

Submit a resume for the Proposer's dedicated Superintendent. The resume should specifically focus on design-build experience, management approach, and qualifications applicable to the Work.

Minimum qualifications:

1. 15 years of experience; working in remote locations; and supervising marine construction projects similar in scope and size to this Project

2. Proposer shall provide at least 3 client references with contact references for the proposed Superintendent

E. Engineer Resumes

1. Submit a resume for the Proposer's dedicated Engineer of Record. This person is expected to be the engineering lead who will attend Design review meetings and oversee coordination of all engineering disciplines. The resume should specifically focus on design-build experience, management approach, and qualifications applicable to the Work. In the event, the Proposer requires more than one Engineer of Record, this subsection shall apply to the lead Engineer of Record responsible for the majority of the Design scope and coordination with the other Lead Engineers.

Minimum qualifications:

- a) 15 years of engineering experience
  - b) Registered Professional Engineer in Alaska
  - c) 10 years design experience in the marine industry, specifically, relating to the Proposer's approach
  - d) Work history on three design-build projects within the past 10 years
2. Submit a resume for each of the Proposer's Lead Engineers for each discipline as needed. This is expected to include Civil, Structural, and Electrical Engineering. The same person may qualify for more than one role and may also be the Engineer of Record. Lead Engineers are expected to oversee and direct the Design work associated with their discipline, conduct Design reviews, quality control, and coordinate the work of their discipline with other disciplines. The resumes should highlight work experience similar to the proposed Project as well as experience working with the proposed Project team.

Minimum qualifications:

- a) 10 years of engineering experience, with a majority including design experience in the marine industry specifically relating to the proposed Design elements
- b) registered Professional Engineer in Alaska specific to the lead discipline

F. Major Suppliers and Subcontractors

Submit a brief Statement of Qualification(s) for suppliers and/or subcontractors providing 25% or more of the cost of the Work. The statement of qualifications should specifically focus on capabilities and experience applicable to the Work.

1. Float manufacturer with at least 5 projects with similar scope of work in last 5 years.
2. Fabrication facilities shall have been in satisfactory operation for a period of at least 1 year.
3. Transfer bridge fabricator with at least 10 years of experience fabricating steel structures, and at least 3 similar to that proposed.
4. The fabricators of all other components shall have not less than 5 years continuous experience.
5. Electrical subcontractor with 5 recent harbor float system projects.
6. Mechanical/plumbing subcontractor with 5 recent harbor float system projects.

G. Design-Builders Experience and Approach

Submit a Statement of Qualification(s), written in a non-technical manner, describing the Proposer's experience in design-build project delivery in Alaska focusing on marine projects.



Minimum qualifications:

1. Proposing entity (Prime) shall have served as the Prime (Design-Builder) on at least 1 design-build project within the past seven years; if the Proposer is a joint venture, the majority entity shall meet this qualification.
2. Clearly demonstrate the team’s knowledge and expertise in managing and value engineering projects similar in scope.
3. Include contact information on representative design-build projects and client references for each noted project.
4. Detail the Proposer’s approach to the interrelationships among management, design, construction, suppliers, and sub-contractors and ensuring proper coordination and quality control throughout the Project.
5. Explain the Proposer’s plan for integrating the City with respect to the Design review process, construction oversight, and other work elements that the Proposer considers important.
6. Summarize any significant lessons learned by the Proposer on past design-build projects.

H. Safety Program – Questionnaire

Submit a completed Safety Program Questionnaire, as required in Appendix A Proposal Forms.

2.7.3 Proposal Forms, Volume I

- A. Submit a fully executed Design-Build Proposal Form, as provided in Appendix A Proposal Forms.
- B. Submit Description of Legal Structure of the Design-Build Team in an applicable format; no form provided.
- C. Submit Letter of Proposal Conditions. Detail any exceptions to the Proposal regarding the contents of Appendix C Contract and General Conditions and/or any clarifications regarding specific interpretations of Project Requirements listed in Appendix F Performance Requirements. No form provided.

2.7.4 Project Approach – Base Criteria

A. Design Narrative

Submit a Design narrative describing the Proposer’s technical approach to deliver a functionally complete facility that meets industry standards and safely accommodates the moorage of vessels within the allowable funds amount \$35.7 Million. The Proposer’s technical approach shall meet the Project Performance Requirements (described in Appendix F Performance Requirements). Provide details on the Proposer’s approach to satisfy these Project Requirements.

1. Provide a preliminary Work plan and schedule.
2. Include a statement of understanding of the Design criteria and a statement from the Design-Builder (or his subcontractor) these criteria will be met.

B. Overall Site Plan

Submit an Overall Site Plan illustrating the technical approach to satisfy the Project Requirements described in Appendix F Performance Requirements. At a minimum, the Proposer’s site plan shall include the layout of major components of the facility, such as piling, floating structures, drive down ramp and service float, trestle(s), gangways, electrical features, water supply, fire protection, and upland components. Aerial photos and documents regarding existing survey data and bathymetry are provided to the Proposer for reference in Appendix D Reference Documents.

C. Submit Conceptual Design Sheets of the Proposed Facility

The Design sheets may include a combination of sections, details, elevations, photos, and plan views to further illustrate and convey the Proposer’s approach to satisfy the Project Requirements. The intent of the Design sheets is to provide the City with a clear understanding of the Proposer’s approach to the Work. Provide preliminary plans, to a 15% level, which outline the general features of the proposed floats including plan view layout, cross sections, and elevations of the float modules including stringers, decking, bullrails, and floatation system.

D. Submit a Risk Assessment Narrative, describing identified risks associated with the Proposer’s approach to the Work

The City recognizes risks are inherent in every project; evaluation of risks will be based upon the Proposer’s ability to convey a thorough assessment of potential risks specific to the proposed Project approach. The Proposer need not describe every possible risk but should instead focus on the key risks which have a medium to high probability of occurring and/or impacting the overall successful completion of the Project.

The consideration of various risks is unique to each Project approach and may be related to schedule, costs, timing of the availability of funds, inflation trends, procurement, design, resources, constructability, logistics, supply chain, management, environmental, weather, safety, quality, and/or a combination of other factors and constraints. All identified risks shall include the Proposer’s assessment of probability and any mitigation measures. Proposers shall remain silent on specific (dollar values) of risk costs in the Technical Proposal.

### 2.7.5 Contract Management and Schedule

Submit a Project Schedule Narrative, written in a non-technical manner, summarizing the sequence of events, consistent with the Proposer’s approach to the Work.

Describe the personnel on the team responsible for the scheduling, planning, and management for achieving schedule performance. Detail the management approach for coordinating and prioritizing Design, procurement, construction, quality management, and environmental activities. Briefly describe the Proposer’s intended process and sequence of Design milestones/releases. Address any provisions made to mitigate the potential for delays.

The Design-Builder must include in this plan how they will assist the City with managing documentation of costs as it relates to funding from the multiple sources. See the Table 2 below for funds and source. Many of the funding sources are tied to specific elements or materials for the Project. For example, of the 2 million dollars from the State of Alaska Clean loan can only be spent in this fashion, \$1,975,000 for steel pilings, and the remainders are used for the sewage pump outstation. An example of a plan may be the Design-Builder’s strategy to provide invoices that can easily be coordinated with the specific funding sources.

It is desirable for the Design-Builder to have recent working knowledge of invoicing procedures using federal grant reimbursement systems such Delphi eInvoicing System, or other equivalent systems. This knowledge will expedite reimbursement processing of Design-Builder invoices by the City.

Design-Builder shall submit a funds management plan (cash flow) in the Project narrative to be consistent with the timing and availability of grants, bonds, and other sources of funds The City also needs to

understand if and how the Design-Builder can accommodate the fund availability. Design-Builders are encouraged to consider inclusion of options such as stacked lines of credit, Project specific lines of credit, deferment of G&A and profit to later invoices, and other short-term Project financing vehicles as may be needed.

The Design-Builder will also be responsible for adhering to the many procurement requirements associated with the funding sources. The selected Design-Builder shall submit a detailed monthly Progress Report concurrent with Pay Applications.

At a minimum, include start dates, finish dates, and relationships for each major design element/release, key submittals, material procurements, and deliveries, permitting, construction phases, quality milestones, and Project close-out.

Schedule to identify the sequencing of activities and time required for prosecution of the Work. The Project Schedule shall include all phases, including but not limited to: permitting, compliance, design, procurement, construction, and close-out. Each phase shall include sufficient detail to clearly communicate the Design-Builder's ability and efforts to plan, coordinate, analyze, document, and control their Contract responsibilities.

Project Schedule must be provided in the Critical Path Method format utilizing Primavera, MS Project, or a comparable software program, and for each activity include the planned start/finish dates, total duration, float, percent complete, responsibility, and any critical path items. Updates to the Project Schedule shall be provided to the City monthly; except when work is occurring on-site, whereby weekly schedules will be required.

Submit an Equipment, Means, and Methods narrative describing the proposing team's technical expertise and available resources, as required to construct a facility meeting the City's expectations detailed in the Appendix F Performance Requirements.

Explain the type, age, capabilities, and ownership of the major equipment which would be committed to the Project. Include a summary of the operational procedures of any specialty equipment and the Proposer's experience with such equipment on past projects.

#### 2.7.6 Alternative Options

The Design-Builder may propose Alternative Options that meet the City's Project Goals and grant requirements, within the available funding. Proposers are encouraged to provide Alternative Options that include value engineering which reduces the overall cost of the Project. The Alternative Options may or may not meet all the specific requirements outlined in the Appendix F or Drawings. The City will evaluate Alternative Options and determine whether it meets the City's goals and grant requirements (detailed in Appendix D) and level of quality and performance that they will accept, with consideration of possible associated cost savings. If determined to be acceptable and desirable, the Cost Proposal associated with the Proposer's best, acceptable Alternative Option (in the opinion of the City) will be used and will replace the Proposer's Baseline Price Cost Proposal Score. If the Proposer's Alternative Options are not acceptable or desirable in the opinion of the City, the Proposer's Baseline Price Score will not change.

- A. Submit a Project Schedule Narrative, written in a non-technical manner, summarizing the Proposer's alternative approach to the Work. Describe how alternative option may better meet Project goals, reduce Project cost or accelerate schedule. Briefly describe how the Proposer's alternative fits into the Project schedule including intended process and sequence of Design and construction milestones. Address any provisions made to mitigate the potential for delays.
- B. Identify any areas of the alternative that do not meet the Appendix F Performance Requirements.
- C. Submit Conceptual Design Sheets of the proposed Alternative. The Design sheets may include a combination of sections, details, elevations, photos, and plan views to further illustrate and convey the Proposer's Alternative and how the alternative approach will satisfy the Project Requirements. The intent of the alternative Design sheets is to provide the City with a clear understanding of the Proposer's approach to the Work.
- D. Submit alternative pricing on the price form in Appendix A Proposal Forms.
- E. Submit Alternative Options Pricing for any proposed Alternative Options. The lump sum amount(s) associated with each proposed Option shall be provided as amount(s) in addition (and/or, as a credit) to the Proposer's Baseline Price if accepted by the City. If Proposer presents more than one Option, Proposer shall clearly identify any Option(s) which are dependent on another Option(s) and/or precluded by an Option(s).

#### 2.7.7 Supplemental Option Full Bulkhead

- A. Submit a Project Schedule Narrative, written in a non-technical manner, summarizing the Proposer's Design for the Full Bulkhead and associated dredging, transient float system, and upland/parking area, walkway and Design and approach to the Work. Include the full bulkhead layout generally depicted in Appendix G Conceptual Drawings. Describe how the bulkhead design will meet the Project Requirements and goals.
- B. Submit Bulkhead Design Drawings for the proposed facility. The Design sheets may include a combination of sections, details, elevations, photos, and plan views to further illustrate and convey the Proposer's approach to construction of the Bulkhead. The intent of the Design sheets is to provide the City with a clear understanding of the Proposer's approach to the Work.

2.7.8 Proposal Evaluation Score Sheet

Table 3 Proposal Evaluation Score Sheet

PROPOSAL EVALUATION SCORE SHEET		MAX SCORE
<b>2.7</b>	<b>TECHNICAL PROPOSAL -Volume 1</b>	
<b>2.7.1</b>	<b>COVER LETTER and EXECUTIVE SUMMARY</b>	<b>5</b>
	COVER LETTER	
	EXECUTIVE SUMMARY NARRATIVE	
<b>2.7.2</b>	<b>PROJECT TEAM QUALIFICATIONS</b>	<b>20</b>
	A. TEAM QUALIFICATIONS	
	B. ORGANIZATIONAL CHART	
	C. PROJECT MANAGER RESUME	
	D. SUPERINTENDENT RESUME	
	E. ENGINEER OF RECORD and KEY ENGINEER RESUMES	
	F. MAJOR SUPPLIERS and SUBCONTRACTORS	
	G. DESIGN-BUILD EXPERIENCE and APPROACH	
	H. SAFETY PROGRAM QUESTIONNAIRE	
<b>2.7.4</b>	<b>PROJECT APPROACH</b>	<b>70</b>
	<b>BASE CRITERIA and ALTERNATIVE OPTIONS</b>	
	A. DESIGN NARRATIVES	
	B. OVERALL SITE PLANS	
	C. CONCEPTUAL DESIGN SHEETS	
	D. RISK ASSESSMENT	
<b>2.7.5</b>	<b>CONTRACT MANAGEMENT</b>	<b>25</b>
	PROJECT SCHEDULE - NARRATIVE	
	PRELIMINARY PROJECT SCHEDULE	
	EQUIPMENT, MEANS, METHODS	
	QUALITY MANAGEMENT APPROACH	

## 2.8 Price Proposal – Volume II

Table 4 Price Proposal

2.8	PRICE PROPOSAL- Volume II	
	BASELINE LUMP SUM PRICE FORM	55
	SUPPLEMENTAL OPTION FULL BULKHEAD	10
	APPROACH TO FUNDING SUPPORT	15
	SCHEDULE OF VALUES	P/F
	BID BOND	P/F

### Baseline Lump Sum Price Form

The Proposer shall complete and sign the form in Appendix A Proposal Forms. The Baseline Price Lump is a lump sum price and shall be a fixed fee for all Work required by the Contract. The Proposer shall not include any “estimates” and/or “budget” values as a portion of the Baseline Bid. When comparing baseline lump sum price to other proposals the Local Bidder Preference of 15% reduction will applied as noted below.

Consistent with Cordova Municipal Code 5.12.200, the City will apply a local bidder preference of 15% for purposes of evaluating price proposals. If the Proposer qualifies for the local bidder preference, the Proposal shall expressly state so and include the following information:

- A. The Proposer’s current city business license information
- B. Submits a proposal for suppliers or construction under the name that appears on the person current city business license
- C. The Proposer’s place of business within the city staffed by the Proposer or an employee of the Proposer for a period of six months immediately preceding the date of the bid
- D. Whether the Proposer is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, or is a partnership and all partners are residents of the state
- E. If the Proposer is a joint venture, is composed entirely of ventures that qualify for the local bidder preference under Cordova Municipal Code 5.12.200(A-D)

The Baseline Price reflected on the Pricing Form will constitute the fixed, lump-sum price payable to the Design-Builder for the Work and will be reviewed and scored separately from the Technical Proposal as follows:

- A. The Proposer with the lowest Baseline Price will be awarded the maximum available points of 50 points.
- B. The Proposer with the second-lowest Baseline Price will be awarded points upon the ratio of the lowest Baseline Price divided by the second-lowest Baseline Price and multiplied by 50 points (rounded to nearest hundredth of a point).
- C. The scoring shall continue as described above for all other Baseline Prices.

Figure 1 Baseline Price Scoring Example

<b>Baseline Price Scoring, Examples:</b>	
<b>Proposer A: Lowest Baseline Price = \$6.3 million =</b>	<b>50.00 points</b>
<b>Proposer B: Second Lowest Baseline Price = \$6.6 million</b> <b>\$6.3 million/\$6.6 million x 50 =</b>	<b>47.73 points</b>
<b>Proposer C: Third Lowest Baseline Price = \$7.5 million</b> <b>\$6.3 million/\$7.5 million x 50 =</b>	<b>42.00 points</b>

2.8.1 Supplemental Option Full Bulkhead

The lump sum amount associated with proposed Supplemental Option Full Bulkhead, including associated dredging, transient float, and parking areas as illustrated in the conceptual drawings shall be provided as amount(s) in addition to the Proposer’s Baseline Lump Sum Price

2.8.2 Approach to Funding Support

The Proposer shall address how the Design-Build team will assist City with constrained schedules for the release of funds. As described below, the City has grants, loans, and bonds available to rebuild the South Harbor. The timing of the release of these funds is contingent on multiple factors such as environmental compliance, finalizing grant agreements, and responsiveness of agencies. None of the grants are eligible for preparation of Design while some are specific to certain elements of the Project. The City needs to understand if and how the Design-Builder can accommodate fund availability.

Table 5 Funding

<b>Funding Source</b>	<b>Amount millions</b>	<b>Status</b>	<b>Availability</b>	<b>Use of Funds</b>
2021 RAISE Grant	\$20,000,000	Awarded	12/22	Construction and Procurement
City of Cordova Bond	\$5,000,000	Awarded	8/22	Unrestricted
State of AK Harbor Facility Grant	\$5,000,000	Awarded	12/22	Construction and Procurement J, H, I Floats
Alaska Clean Water Loan	\$2,000,000	Awarded	8/22	Construction and Procurement 1.975M for pilings 25,000 for sewage pump out
Harbor Maintenance Funds	\$1,800,000	Available	Available	Unrestricted
2016 Pink Salmon Disaster	\$669,488	Awarded	10/22	Construction and Procurement Floats
Legislative support	\$3,000,000	Awarded	8/22	Unrestricted

### 2.8.3 Schedule of Values

Submit a Schedule of Values (Lump Sum Breakdown) for the Baseline Price to establish a preliminary guide for progress payments to the Design-Builder, using the form provided in Appendix A Proposal Forms. The Schedule of Values will be evaluated for potential unbalancing of the Price Proposal; if found to be unbalanced in the opinion of the City, the Proposer may be declared non-responsive.

### 2.8.4 Bid Bond

The proposal must be accompanied by Proposal security made payable to the City in an amount of 5 percent of Proposer's Baseline Price and in the form of a certified check, bank money order, or a Bid Bond (form provided in Appendix A Proposal Forms) issued by a surety.

### 2.8.5 Performance and Payment Bond

The timeline and requirements for the performance and payments bonds are outlined in Appendix C.

## 2.9 Proposal Evaluation Process

The City will award the Contract (if any) to the Successful Proposer with the Best Value Proposal, as determined by the City in accordance with this Section.

Each component of the Technical Proposal has been assigned a value of available points. The Technical Proposals will be evaluated and scored by a committee of City of Cordova reviewers. Proposal components which do not comply with the requirements of the RFP, such as, but not limited to, Proposal Format, minimum qualifications, and contents may be disqualified.

All other Sections of the Technical Proposal will be evaluated and scored on a qualitative basis. The table in Section 2.9 provides the value of available points per section to represent a commitment by the City to maintain a fair and competitive evaluation process.

### 2.9.1 Best Value Determination

The Proposal with the highest Total Score will be deemed the Best-Value Responsible Bidder. The Total Score will be determined by adding the Technical Proposal Score and Price Proposal Score.



Table 6 Best Value Determination

Categories	Points
Technical score	120
Baseline Price Score	80
<b>Total Possible Points</b>	<b>200</b>

### 2.9.2 Available Funds and Cancellation of RFP

In the event no Baseline lump sum price which applied is less than or equal to the Available Funds Amount, the City may cancel the RFP and re-issue the RFP with a revised scope of work. The Proposer with the overall best-value proposal will be deemed the Best-Value Responsible Bidder.

### 2.10 Interviews

The City reserves the right to request interviews with Proposers, Project manager, Project engineer, and superintendent. The City will coordinate the specific date, time, and location of each Proposer's interview. The location of the interview will be Cordova, Alaska, other location in Alaska selected by the City, or video teleconference.

### 2.11 Proposal Validity

All Proposals shall remain valid and in full force and effect for a period of 60 days after Proposal Due Date. If no award has been made within this timeframe, Proposer may be requested to extend the validity date or shall have the right to withdraw its Proposal.

### 2.12 Rights of the City

The City reserves all rights, which shall be exercisable in its sole discretion, without limitation, cause, or notice, the following:

- A. The right to reject any or all Proposals without limitation and/or to cancel, re-issue, postpone, or withdraw the RFP at any time without incurring any obligation or liability.
- B. The right to modify the RFP language, timeframes, or contents and issue addenda; all addenda shall be recognized in writing by the Proposer on the Proposal Form.
- C. The right to conduct confidential meetings, discussions, or correspondence with one or more Proposers to obtain a better understanding of Proposal contents.
- D. The right to engage technical and/or legal consultants in the evaluation of Proposals.
- E. The right to waive informalities, irregularities, or deficiencies in the RFP or Proposals (except for timeliness and manual signature requirements).
- F. The right to negotiate contract terms with the Best Value Responsible Bidder.

### 2.13 Organizational Conflicts of Interest

A Prime entity is limited to participating in one Proposal. More than one Proposal for the same Work from a Prime entity under the same or different names is not permitted and may be grounds for disqualification or rejection of all Proposals in which that Prime entity has participated.

Proposers shall disclose, prior to the Proposal Due Date, all relevant details concerning past, present, or planned activities, interests, or relationships that may present a real or perceived organizational conflict of interest which may provide the Proposer an unfair competitive advantage. The City will review any received disclosures and provide the Proposer with a determination regarding disqualification. Any conflict-of-interest determination by the City shall be avoided or neutralized prior to submission of a Proposal. Failure to disclose, avoid, or neutralize a conflict of interest that the Proposer was aware of prior to a contract award, may result in rejection of the Proposal or termination of Contract for default.

### 2.14 Proprietary Information and Return of Proposals

All Proposals received by the City in response to this RFP are deemed the property of the City and are subject to the Public Records Act. The City, or any of its agents, representatives, employees, or consultants, shall not be liable to a Proposer or individual participating in a Proposal, because of the disclosure of all or a portion of a Proposal under this RFP. Any information contained in a Proposal that the Proposer believes constitutes proprietary, or confidential, or trade secret exempting from any non-authorized disclosure, shall be clearly designated. Blanket designations shall not be accepted. The City will notify the Proposer of any Public Records request relating to this RFP, providing an opportunity for the Proposer to seek a court injunction against the requested disclosure.

The general nature of concepts, solutions, and value engineering provided in the Proposal shall not be proprietary. The City reserves the right, at its sole discretion, to utilize general Proposal contents provided by any Proposer during final negotiations and/or Contract delivery with the Best Value Responsible Bidder. All Proposal pricing shall remain strictly confidential. Upon request by Proposer, the City will return Proposal documents to the Proposer no later than 61 days after the Proposal Due Date.

### 2.15 Proposer Compensation

No compensation or reimbursement for the preparation of the Proposal will be paid by the City.

### 2.16 Modification and Withdrawal of Proposal

Proposals may be modified or withdrawn in writing, executed in the same manner as the Proposal, prior to the Proposal Due Date and time. If within 3 business days after the Proposal Due Date and time a Proposer provides written notice to the City demonstrating that there was a material and substantial error in the preparation of its Proposal, the Proposer may withdraw its Proposal without penalty.

### 2.17 Award and Contract Execution Timeframe

Following the Proposal Due Date, the City intends to evaluate all Proposals, and issue a notice of Intent to award based on apparent best value, within the general timeframes provided in Section 2.3 of this RFP.

Within 15 calendar days of receiving Notice of Intent to Award, the Proposer shall provide evidence of compliance with all applicable requirements of the Alaska Statutes, as provided in Appendix B Alaska and City Business Licenses, and evidence the Proposer and its Major Subcontractors and Suppliers hold the necessary licenses to perform the Work

Time is of the essence. Failure or neglect to provide the above documents in a satisfactory manner within the stipulated timeframe may result in the City rejecting the Proposal, whereby the City reserves its right to proceed with the next highest scoring Proposal. The amount of the bid Security of the Proposer who fails or neglects to execute the Contract shall be retained by the City as liquidated damages.

The city council is required to approve the contract as presented prior to the Notice to Proceed is sent.

Upon receiving the above documents, the authorized City representatives will execute the documents within 10 business days and provide Notice of Award. Upon Notice of Award, the Proposer shall provide the following documents within 10 business days of the notice of award:

- A. Executed Contract, two copies
- B. Performance Bond
- C. Payment Bond
- D. Certificates of Insurance

## 2.18 Protest Procedures

Prior to submission of a protest relating to or arising from this RFP, all parties shall use their best efforts to resolve concerns raised by an interested party through open and frank discussions. Protests shall be concise and logically presented to facilitate review by the City. Failure to substantially comply with any of the requirements of these Protest Procedures may be grounds for dismissal of the protest. Protests shall include the following information:

- A. Name, address, fax and telephone numbers of protester
- B. Solicitation or contract number
- C. Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester
- D. Copies of relevant documents
- E. Request for a ruling by the City
- F. Statement as to the form of relief requested
- G. All information establishing that the protester is an interested party for the purpose of filing a protest; and
- H. All information establishing the timeliness of the protest

All protests filed directly with the City will be addressed to the City Manager. Protests based on alleged apparent improprieties in the Proposal Documents, solicitation procedures or evaluation, and/or award criteria shall be filed at least 10 calendar days before the Proposal Submittal Date. Failure to promptly file a protest based on solicitation procedures or evaluation and award criteria shall be deemed a waiver of the right to pursue a protest. In all other cases, protests shall be filed no later than 5 calendar days after the basis of protest is known or should have been known, whichever is earlier, but no later than 10 days after the Proposal Due Date.

Action upon receipt of a protest shall be as follows:

- A. Upon receipt of a protest before award, a contract may not be awarded, pending resolution of the protest, unless contract award is justified, in writing, to be in the best interest of the City.
- B. If award is withheld pending the City resolution of the protest, the City will inform the Proposers whose proposals might become eligible for award of the contract. If appropriate, the Proposers will be requested, before expiration of the time of acceptance of their proposals, to extend the time for acceptance to avoid the need for re-solicitation. In the event of failure to obtain such extension of time, consideration should be given to proceeding with award.
- C. Upon receipt of a protest within 10 days after contract award, the City shall immediately suspend performance, pending resolution of the protest, including any review by an independent higher-level official, unless continued performance is justified, in writing, for urgent and compelling reasons or is determined, in writing, to be in the best interest of the City.
- D. Pursuing the City protest does not extend the time of obtaining a judicial stay, injunction, or other remedy.
- E. The City shall make its best efforts to resolve protests within 20 days after the protest is filed. To the extent permitted by law and regulation, the parties may exchange relevant information.
- F. The City protest decision shall be sufficiently reasoned to explain the City's position. The protest decision shall be provided to the protestor using a method that provides evidence of receipt.

### 3 PERFORMANCE REQUIREMENTS

This Section describes the Performance Requirements. The Design-Builder shall comply with all Performance Requirements, including those outlined in Appendix F Performance Requirements and as referenced throughout the RFP.

The documents provided in Appendix D Reference Documents are not included in the Contract. The City makes no warranty, implied or expressed, regarding the accuracy, applicability, or validity of the information included in Appendix D Reference Documents. Any use of the data, interpretations, opinions, or information contained in Appendix D Reference Documents is at the sole discretion of the Design-Builder; no additional compensation or Contract time shall be provided for errors or omissions in these Reference Documents. The Design-Builder shall collect, and supplement data as needed to support their Design.

#### 3.1 Design-Build, Contract Form, and Standard General Conditions

Reference Appendix C Contract and General Conditions for requirements.

#### 3.2 Project Scope of Work

The complete replacement and upgrade of the existing South Harbor (the "Project") will be described in the Contract. The purpose of the Project is to remove and replace the existing facility with a new facility that meets current industry standards and promotes safe moorage by a variety of vessels. The Design-Builder shall determine the full scope of the Project through a thorough examination of the Contract, Site Evaluation, and any reasonable inferences to be gathered from each. The Design-Builder shall not rely on the physical descriptions contained in the Contract to have identified all the Project components.

### 3.3 Facility Performance Requirements

The City of Cordova has outlined desired requirements for the rebuild of the South Harbor. These requirements are provided to prospective Design-Builder for multiple elements of the overall Project.

There are two sets of requirements outlined for the two float types that may be proposed. Concrete floats and/or timber floats are allowed. Design-Builders are encouraged to evaluate both types of float systems. It may be possible to use a combination of both types of floats if that results in the best performance, longevity, and reduces overall Project cost.

A drive down float and transfer bridge are also described in detail in the Appendix F Performance Requirements. The Design-Builder should evaluate the dimensional size, construction materials, cost, and serviceability of both of these elements to achieve the performance desired by the City. Proposers are encouraged to evaluate the technical requirements of these elements of the Project as well as their service life.

New gangways are required by these performance requirements. Design-Builder may wish to propose alternative configurations to meet the needs of the harbor users.

Utilities such as potable and fire suppression water systems are required, as are electrical service and lighting and a sewage pump-out system. Proposers should carefully evaluate the optimal types, location, and accessibility of these utility services as well as the most efficient means of delivering utility services to the harbor users.

Types, sizes, and locations of piles to secure the float system is to be determined and proposed to optimize the effectiveness of the harbor given the design vessels and projected wind, waves, and tidal conditions. While the conceptual plan indicates a workable arrangement the Design-Builder may choose to conduct a value engineering effort to reduce cost or accelerate construction activities.

See Appendix F for Performance Requirements.

### 3.4 Site Evaluation

The Design-Builder is responsible for assessing the actual site conditions, prior to submitting a proposal. The City has made an effort to provide a schedule which enables the Design-Builder sufficient time to perform any detailed examinations, investigations, explorations, tests, studies, or data collection concerning site conditions that may be required to complete the Work. The Design-Builder shall plan and account for cost and schedule implications associated with and resulting from evaluating the site. Refer to geophysical report for the South Harbor is in Appendix J. The Geotechnical study is underway and will be provided to the selected Design-Builder or as an addendum if available timely. . Tentative Final report Date is October 31, 2022

. Preliminary information is included Appendix D Reference Documents.

The Design-Builder is responsible for investigating and verifying survey and geotechnical conditions at the Project site, as their determinations may be necessary to design and construct a functionally complete facility satisfying the requirements of the Contract. It is imperative the Design-Builder proactively mitigate potential delays in the progress of Work and/or unforeseeable costs by engineering, procuring materials, and selecting equipment in a manner which accounts for variances in the Design-Builder's initial survey, geotechnical assessment, and design.

It is possible that any of the following existing materials may be encountered during the installation of piles: timber, steel objects, cable, wire, abandoned piling, fishing equipment, and/or other debris, parts, or materials discarded by vessels. The Design-Builder shall account for all cost and schedule implications associated with mitigating obstructions during pile installation, specifically, any one or all the following mitigation methods: (a) removal of the material utilizing on-site equipment and trades, (b) adjustments in the pile location, and/or (c) progressing through the obstruction. The Design-Builder's engineer shall approve any such field changes as a design revision and include the revisions on as-built drawings to be submitted at Project completion.

## 3.5 Project Management

### 3.5.1 Project Management and Administration

Provide invoices that reflect the activities of the team consistent with the requirements of multiple funding sources and the activities of the team. This will be a collaborative effort between the City and the Design-Builder.

Establish and maintain a cloud-based project document distribution and tracking system for use by the members of the Design-Build and City's teams. Identify in your proposal what system you propose and your recent and history using that document distribution and tracking system.

Design-Builder will be required to participate in weekly progress conference calls and periodic in-person meetings during Design development, and when procurement/fabrication is occurring, and during active construction on-site in Cordova. Identify the individual(s) who will be assigned these communication roles during the phases of Project delivery.

Design-Builder will be solely responsible for housing, feeding, and support logistics for your team while on-site.

Design-Builder shall understand normal Cordova Winter weather and should structure their schedule and budget to reasonably accommodate winter weather conditions and shutdowns.

Design-Builder will have to coordinate with and provide Design detail to the City's environmental and permitting coordinator (Solstice AK in Anchorage). Environmental permits and other environmental compliance requirements are being pursued. This environmental and permitting process is expected to be complete in early 2023, well before on-site construction begins.

Design-Builder is expected to complete the Alaska Department of Environmental Conservation (ADEC) water system plan review and construction authorization and will have to work with the USACE to complete the Section 408 process for any work affecting the toe of the slope built by USACE and serves as a silt barrier. A Section 404 permit is required for any dredging included in the Project. USACE Information is provided in Appendix D Reference Materials.

## 3.6 Transmittals and Submittals

### 3.6.1 Project Management System

Following Award, the Design-Builder will be required to set up and participate in a cloud-based Project Management System, such as Submittal Exchange, to provide, monitor, track, and manage all Project

correspondence and documents. The Design-Builder shall be responsible for providing and implementing any such System; no additional compensation shall be provided to the Design-Builder for utilizing the System.

### 3.6.2 Submittals

The following is a partial schedule of required administrative submittals that will accompany and will be used for the life of the contract.

- A. Schedule of Values, Lump Sum Breakdown
- B. Quality Management Plan (including Design and Construction phases)
- C. Detailed Work Breakdown Structure (WBS) to the 4th level
- D. Project schedule in either Primavera or MS Project reflecting the WBS

### 3.6.3 Transmittals

The following is a partial schedule of required transmittals, for the review and comment by the City; additional transmittals may be provided at the discretion of the Design-Builder.

- A. Design
  - 1. Interim Design Drawings, at intervals deemed appropriate by the Design-Builder and the City to ensure compliance with the Contract
  - 2. Final, Engineer-Sealed Basis of Design document, describing all pertinent features, codes, and standards
  - 3. Final, Engineer-Sealed Design Calculation Package
  - 4. Final, Engineer-Sealed Design – For Construction, including Drawings and Special Provisions, and/or Sheet Notes
  - 5. All approved shop drawings, supplemental drawings, and reports
  - 6. Final, Design Quality Control Documentation
  - 7. Final, Sealed As-Built Drawings
- B. General, Construction, and Close out
  - 1. Schedule of Construction Submittals
  - 2. All quality documentation, including but not limited to shop drawings, material certifications, test results, inspection reports, non-conformances, substitutions
  - 3. Requests for Information
  - 4. Field Changes
  - 5. Documentation of Engineer of Record's review/approval of substitutions, shop drawings, RFIs, and changes
  - 6. Project Schedules
  - 7. Work plans
  - 8. Pile driving plan
  - 9. Permit compliance documentation
  - 10. Certified Payrolls
  - 11. Subcontract Agreements
  - 12. Progress reports
  - 13. Operation & Maintenance Manuals: Design-Builder shall provide detailed, user-friendly, instructions for the proper operation and maintenance of the facility such as inspection frequencies and criteria, load restrictions, mooring details, seasonal water utility shutdown procedures, periodic maintenance needs (i.e., bolt tightening, anode replacement, painting,

cleaning, etc.) and other pertinent requirements necessary to ensure the full design-life and safe operation of the facility

## 3.7 Quality Management

### 3.7.1 Quality Control

Submit a Quality Management Narrative describing the Proposer's approach to provide, implement, and assure excellent quality technical requirements and performance throughout the design, procurement, and construction. The Quality Assurance Program is an integral part of the ongoing fabrication and construction activities of the Design-Builder.

The Design-Builder shall be required to submit a detailed Project-specific Quality Management Plan for approval by the City within 30 calendar days of Notice to Proceed.

The plan should address specific processes to ensure the Design meets the requirements of the contract, environmental constraints, constructability of the Design, and that all elements of the completed Project will be fit for use for the intended function, durability, and maintainability.

Describe the Proposer's commitment and specific plan for integrating Quality Control and Quality Assurance from the selection of materials through to Project close-out.

Provide the name and qualifications of the individual responsible for developing and implementing a Quality Management Plan specific to Design-Build delivery of the South Harbor Rebuild.

Include a summary of testing facility capabilities and inspector(s) qualifications, as deemed necessary by the Proposer.

If the Proposer intends to utilize used materials, describe in detail the plan for ensuring compliance with Project Requirements, including any independent quality assessments and/or inspections which will provide the City with confidence and assurance of the Project's longevity and performance.

Quality documentation shall be kept up to date and posted to Submittal Exchange or other method to remain transparent and available for review by the City at any time during the Project and verify the Design-Builder is adhering to the approved Quality Management Plan. The City reserves its right to stop Work. Failure to comply with the Quality Management Plan may constitute a violation or breach of the Contract.

Each element of Work, whether completed or partially completed, included on the Applications for Payment, in accordance with the General Conditions, shall be accompanied by a Certification of Work and supporting quality documentation and inspection reports.

The Certification of Work is intended to justify payment by summarizing the current quality and physical completion status of each individual payment item, including a detailed explanation of quantity calculations and material certifications. Each Certification of Work shall be signed by the Design-Builder's Project Manager and Design-Builder's Inspector. These certificates of work are to be submitted monthly to support the Pay Application.

### 3.7.2 Float System Quality Assurance

Quality control during the fabrication process should be given utmost priority. A Quality Control Plan should be prepared and submitted to the City for approval prior to construction of any floats.



A Quality Control Supervisor should be assigned to the Project for the duration of the fabrication process. The Supervisor will be responsible for ensuring that all products are constructed per the plans and specifications. No floats may be produced in the absence of the Quality Control Supervisor.

All floats should be identified with the date of the manufacture, float type and intended layout location designation per the approved shop drawings. Markings should be located on one side and on one end for ease of field identification.

The Design-Builder's quality efforts should include verification of material and treatment certificates against materials supplied before issuing them to the Engineer. For example, this may involve inspection of materials prior to treatment to determine species.

Design-Builder should also provide documentation of verification of piece counts, section dimension, and other random tolerance checks (i.e., camber, sweep, crook, straightness, etc. for timber members).

The Design-Builder's quality control efforts should also include provisions of survey control to determine theoretical versus actual positions and elevations. The Design-Builder's Engineer should undertake quality assurance inspection, as deemed necessary.

The float manufacturing workshop should provide proper environment, adequate workspace, equipment, level construction surfaces, physical conditions, and protection from direct sunlight, wind, moisture, and freezing necessary for construction of high-quality floats.

### 3.7.3 Documentation and Compliance

Quality documentation shall remain be kept up to date and posted on Submittal Exchange (or similar) such that it is available for review by the City at any time during the Project and verify the Design-Builder is adhering to the approved Quality Management Plan; including audits, inspections, and testing, or as otherwise determined necessary by the City. The City reserves its right to stop Work. Failure to comply with the Quality Management Plan may constitute a violation or breach of the Contract Documents.

Although periodic inspections will be carried out by the City's Project Manager and Review Engineer, the purpose of these inspections is to note general conformance to the Design Documents. It is still the responsibility of the Design-Builder to produce a quality product in conformance with the final Design, and to document and correct any non-conformance. All documentation, including that submitted, should be kept on file by the fabricator, for review, if requested by the City.

### 3.7.4 Certificates of Work and Progress Payments

Each element of Work, whether completed or partially completed, included on the Applications for Payment, in accordance with the General Conditions, shall be accompanied by a Certification of Work and supporting quality documentation and inspection reports. The Certification of Work is intended to justify payment by summarizing the current quality and physical completion status of each individual payment item, including a detailed explanation of quantity calculations and material certifications. Each Certification of Work shall be signed by the Design-Builder's Project Manager and Design-Builder's Inspector. These certificates of work are to be submitted monthly to support the Pay Application.

## 3.8 Environmental Permitting and Compliance

The City is currently in the process of applying for the USACE Section 10 permit required for Environmental Review; coordinating with other federal agencies for construction of structures in U.S. Waters, and

Environmental Reviews as are required by federal and state agencies, including MARAD, the USACE, and NMFS. Appendix E Environmental has a summary of the permits and where they are in the process.

The Design-Builder will be responsible for applying for and obtaining Engineering Plan Review and Construction Authorization from ADEC for the potable water system as well as any other permits not specifically listed here that are required to legally execute the Design-Builders' approved Design.

The Design-Builder is fully responsible for complying with regulatory conditions, including all mitigation measures and marine mammal monitoring and reporting. The Design-Builder shall plan and schedule the Work in consideration of the contents included in Appendix E Environmental, contains various information related to the Design of the facility; all such references are conceptual only, as was necessary for the permitting process, and are not requirements of the Contract unless specifically noted otherwise in Appendix F Performance Requirements.

Final permit documents and conditions shall be added to the Contract by Change Order. No additional compensation or time shall be granted to the Design-Builder because of permits unless final authorizations differ from Appendix E Environmental, as determined by the City.

### 3.9 Survey

The Design-Builder shall provide all topographic and hydrographic surveying and staking required to adequately design and construct the Work. All survey shall be performed by or under the direct supervision of a surveyor licensed in the State of Alaska. All survey data shall be recorded and retained for Project records.

### 3.10 Utilities

The Design-Builder is responsible for coordinating all utility locates and shall take all precautions necessary to prevent disruption of Utility service, including protecting all utilities from damage or disturbance. Utility relocation is not anticipated for this Project; however, the City will review reasonable and timely requests by the Design-Builder for permanent or temporary relocation of existing utilities in conflict with the Project.

Electrical upgrades are anticipated to meet the requirements of the Work. The electrical systems will include power to all slips, cranes, sewage pump out station, LED lighting, and all ancillary elements of the Project. See Appendix F Performance Requirements.

A new water system is required to provide water supply to all slips. The water system to be installed will be designed during the initial phases of Design development such that ADEC permitting will be completed in a timely manner. See Appendix F Performance Requirements.

A complete fire suppression system is to be designed and installed by the Design-Builder. This fire protection system shall be adequate to serve the needs of all slips in the South Harbor. See Appendix F Performance Requirements.

The Design-Builder shall plan for and install required safety equipment including but not limited to safety ladders, fire extinguishers, life rings, emergency phones, and any other equipment requested by the City. See Appendix F Performance Requirements.

### 3.11 Temporary Accommodations and Facilities

The Design-Builder is responsible for providing adequate temporary accommodations and facilities for its operation, including but not limited to: lighting, electricity, drinking water, communications, office buildings, security, sanitary facilities, waste removal, storage, enclosures, dewatering, erosion and sediment control, containment, dust control, snow removal, roadway flagging, traffic control devices, and signage.

### 3.12 Protection of Property, Existing Structures, and Obstructions

The Design-Builder is responsible for adequate protection of all its construction, City property, and the adjacent public and private property from damage, injury, or loss arising from removal of the existing facility and construction of the new facility. The Design-Builder shall pay for any damage, injury, or loss resulting from inadequate protection. The City will determine if damage to existing property is to be corrected by repair, replacement, or compensatory payment by the Design-Builder. Upon Final Completion of the Project, all temporary works, staging areas, roadways, and other areas impacted by the Design-Builder shall be restored to its original condition.

The Design-Builder is responsible for removing and properly disposing of all existing structures which it determines to conflict with the Work and/or operation of the Project. The Design-Builder is responsible for the entire scope of work associated with removal of structures, including but not limited to, confirming actual location and structural conditions, and properly disposing of removed materials. Permits associated with disposal of materials are the responsibility of the Design-Builder. All demolition materials shall be disposed at City's landfill at Design-Builder expense. At its option, the City may elect to remove and retain existing materials prior to the Design-Builder mobilization; the Design-Builder shall not be compensated for any materials retained by the City.

### 3.13 Protection and Maintenance of Work During Construction

The Design-Builder is responsible for protecting and maintaining the Project until notice of Substantial Completion has been issued by the City. To this subsection, "maintenance" shall include measures to prevent damage to the Project during the prosecution of the Work; the Design-Builder shall continuously allocate sufficient resources to achieve such maintenance. A plan shall be prepared by the Design-Builder to protect adjacent infrastructure during the demolition phase and the installation phases of construction.

### 3.14 Refurbished/Used Material

The use of refurbished and/or used materials is not prohibited on the condition that the materials are formally approved by the Design-Builder's Engineer of Record for their specific application and use and that certification, in its applicable form, warrants the final materials satisfy the Contract, including but not limited to the design life and other criteria detailed in Appendix F Performance Requirements. The Design-Builder shall be fully and solely responsible for all performance inspections, failures, delays, and costs associated with any decision to use of refurbished and/or used materials. The City does not accept, approve, or reject materials on this Contract; the burden of material acceptance shall remain with the Engineer of Record.

The City shall have the right to engage an independent consultant to evaluate any approval by the Design-Builder's Engineer of Record for the use of major refurbished and/or used materials or equipment. Such

evaluation will decide whether any proposed refurbished or used materials or equipment satisfies all Contract requirements, including criteria detailed in Appendix F Performance Requirements. If the City's consultant determines that the proposed refurbished or used materials or equipment do not satisfy all Contract requirements, the City's consultant, Design-Builder, Engineer of Record, and the City shall confer to resolve any differences and attempt to reach agreement on the acceptability of any proposed refurbished or used materials, including any refinements or revisions in design or construction considered necessary so the proposed refurbished or used material or equipment will be considered by City and its consultant to satisfy all Contract requirements. If the parties cannot reach an agreement on the proposed use of refurbished or used materials or equipment, the City shall have the right to direct changes, refinements or revisions to the proposed refurbished materials or equipment which the City, in its sole discretion, considers necessary to allow the refurbished material or equipment to meet all Contract requirements.

### 3.15 Buy America and Wage Rates

The Design-Builder will be responsible to meet the Build America, Buy America Act, Federal wage rates provisions, and any other Federal or State procurement requirements in Appendix I MARAD Requirements and Appendix B Alaska and City Business. The Design-Builder and its Subcontractors shall file with the Alaska Department of Labor, Labor Law Compliance Division, and the City, a certified payroll.

### 3.16 Accommodation of Adjacent Business

The Design-Builder shall coordinate with the City and adjacent business owners throughout the Contract duration to ensure impacts resulting from Project activities are minimized. Access to existing, private businesses shall not be restricted by construction operations and/or permanent design and operation. Design-Builder shall not perform Work or stage materials and equipment outside of City property boundaries.

Working closely with the Cordova Harbor Master and the Director of Public Works Design-Builder shall attempt to accommodate the needs of the users in term of access to loading dock, boat launch, and other facilities. Specifically, the Design-Builder shall not impinge on the use or availability of the North Harbor.

### 3.17 State and Local Taxes

City and State taxes shall not be included by the Design-Builder.