

RFP 2021-01

REQUEST FOR PROPOSALS
TO PROVIDE
DESIGN AND ENGINEERING SERVICES
AND
PROJECT INSPECTION SERVICES

FOR

THE NATIVE VILLAGE OF CHENEGA
HARBOR IMPROVEMENTS PROJECT

RELEASE DATE: December 15, 2021

DUE DATE: January 21, 2022

POSTED AT: Chenega Corporation
 3000 C Street, Suite 300
 Anchorage, Alaska 99503
 chenega.com

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Background

The Native Village of Chenega (“Owner”) is requesting proposals from qualified design engineering/construction management (DE/CM) firms to work directly with Chenega Corporation personnel to plan and design a harbor improvement project. The project location is within Township 1 South, Range 8 East, Section 25, and can be further described as at or nearest the position 60° 03’57” N, 148° 00’ 30” W, Alaska. The harbor improvements shall include an expanded small boat harbor, related shoreline improvements, and appropriately sized/positioned breakwater to replace the existing Chenega harbor facilities. The project will be comprised of three phases in total.

It is the intent of Chenega to offer this Request For Proposals (“RFP”) for the Chenega Harbor Improvements Project to any firm that meets the qualifications outlined in the minimum qualifications section of this RFP. Services that have been omitted from this RFP, which are clearly necessary for the completion of all work, shall be considered a requirement although not directly specified or called for in the proposal. This Design, Engineering and Construction Management (DE/CM) announcement includes, but is not limited to the planning, design, permitting, engineering, and construction inspection services for a new small boat harbor and breakwater that will contain three main floats, shore access ramp(s), navigational aids, lighting, water, metered electrical services, along with other provisions needed for recreational and commercial vessel moorage. **The recipient of this RFP will be performing Phase I of this project;** work for Phase II and Phase III will be authorized when funding is made available.

Process Information

All RFP documents, including the selection requirements and the selection schedule, will be available at the offices of the Chenega Corporation, 3000 C Street, Anchorage, Alaska, 99503 on December 15, 2021. For questions regarding this project, please contact John Fulton, General Manager, Prince William Sound Operations at 907-277-5706. No others are to be contacted regarding this project. Proposals, including previous experience, project approach, references and statements of qualifications, must be received by 5:00 p.m. January 21, 2022 to Chenega Corporation, 3000 C Street, Anchorage, Alaska, 99503, Attn: John Fulton. Additional information will be required as stated on the Project Schedule. **NOTE: Submittals must be received by the Chenega Corporation office by the specified time.** The Chenega Corporation will enter into a single agreement with the successful Firm. The Chenega Corporation reserves the right to reject any or all proposals, or to waive any formality or technicality in any proposal in the interest of the Native Village of Chenega.

Description of Work

This DE/CM project includes but is not limited to the permitting, design and construction of a new breakwater, inner harbor, and marine center. The completed project will be multi-phased with Phase I consisting of the full design of the breakwater inclusive of all necessary permitting and the development of 10% design drawings of Phases II and III and providing Preliminary Engineering Report(s) (PER). The DE/CM must be capable and willing to work closely with the Owner and Design team through the design phase, providing cost estimates, schedules and feedback on constructability of design details and availability of materials selected.

The engineering for this project will require, but is not limited to, analysis of soils, wind, wave, tide, and local currents to determine float type, pile size and strength, wall heights, wall depths, and allowable

wave transmission for any number of site conditions, including hindcast studies and wave reflection or refraction analysis. Construction must be completed, and the facility ready for occupancy by May 1, 2023. The DE/CM must meet this schedule.

The first phase of this project is anticipated to be built in one construction season and would provide harbor wave protection such as armor rock and or breakwater(s). It is anticipated that rock revetment would be placed in the near shore transitional areas and the breakwater(s) could be floating or stationary or a combination of these systems.

When authorized, Phase II of the Chenega Harbor Improvements Project will be the complete design and construction of the inner harbor main floats, which must be capable of mooring a transient fleet of vessels 75-feet and under. The floats will be accessed from shoreside by ramp(s) of which, one must be capable of supporting a UTV (small utility vehicle) for transportation of goods and services. The inner harbor design must be sufficient to withstand weather events with vessels moored and minimize snow loading/accumulation in winter months.

Phase III of the Chenega Harbor Improvements Project will involve the planning, design, engineering and construction of a marine center. This development would include a pile supported shoreline dock with space provided for a marine grid capable of supporting 60-foot and under vessels. The pile supported dock would also serve as the face for shore based marine related businesses. The marine center will provide transient vessel moorage and should include provisions for a potential floating dock section on either end of the facility.

The successful firm selected for Phase I may be used to design the remaining phases of the project; the order of construction for this project may or may not be sequential. The DE/CM will respond to bid inquiries by addendum, review all bids, review proof of bidder's qualifications and recommend approval or disapproval. The DE/CM will attend all bid openings, prepare and submit tabulation of bids, and make recommendation as to contract award. The DE/CM agrees to supervise all geotechnical work required for the successful design and construction of the project. The successful firm agrees to submit regular progress reports to Chenega Corporation describing the general progress of the project and describing any problems or factors affecting the completion of the Harbor Improvements Project.

Procurement Process

1. Request for Proposal Documents

The Request for Proposal ("RFP") documents consist of all the documents listed in the Table of Contents and all said documents are incorporated in this RFP by reference.

2. Availability of Requests for Proposals

The RFP will be open to all qualified Proposers and is available free of charge.

3. Contact Information

Except as authorized by a Chenega Corporation Representative, communications during the selection process shall be in writing directed to John Fulton, Chenega Corporation, 3000 C Street, Suite 300, Anchorage, Alaska, 99503 or jonathan.fulton@chenega.com. In order to maintain the fair and equitable treatment of everyone, Proposers shall not contact or offer gifts

or gratuities to owners, users or selection committee members to influence the selection process or in a manner that gives the appearance of influencing the selection process. This prohibition applies after the RFP is issued as the project is developed and extends through the award of a contract. Failure to comply with this requirement may result in a disqualification in the selection process. Proposers should be aware that selection committee members will be required to certify that they have not been contacted by any of the Proposers in an attempt to influence the selection process.

4. Requests for Information

All requests for information regarding this project shall be in writing and directed to: Chenega Corporation, Attention: John Fulton, 3000 C Street, Suite 300, Anchorage, Alaska 99503. Phone: 907-277-5706

5. Proposal Schedule

The successful Proposer must review and familiarize themselves with the project schedule as it pertains to the performance of their work. Design documents for the Chenega Harbor Improvements Project breakwater (Phase I) shall be completed by December 2022.

6. Insurance

The Proposer shall provide insurance as required by the documents.

7. Submittal Due Dates and Times

All complete proposals must be delivered to, and be received by, Chenega Corporation prior to the date and time indicated in the Project Schedule. RFPs received after the specified time, will not be accepted. Please allow adequate time for delivery. If using a courier service, the Proposer is responsible for ensuring the delivery will be made directly to the required location.

8. Addendum

All responses to questions and requests for clarification will be in writing and issued as addenda to the Request for Proposals. Any addenda issued prior to the submittal deadline shall become part of the Request for Proposals and any information required shall be included in your proposal.

9. Minimum Qualifications

Chenega Corporation is looking for a firm that has completed similar projects of the size and scope of this Harbor Improvements Project. Your firm must meet the following requirements:

- A. Completion of two (2) or more small boat harbor projects in Alaska;
- B. Completion of three (3) or more marine facilities or similar projects exceeding \$10 million in construction costs during the past ten (10) years;
- C. Project Manager with experience managing marine and harbor projects;
- D. References from clients or Proposers on projects meeting criteria;

- E. Proven, documented ability to adhere to project budgets and schedules;
- F. Demonstrated ability to provide and obtain necessary project permitting and required surveying services;
- G. A valid engineer's license to perform all the work associated with the design of the facilities;
- H. Minimal litigation background over the previous three (3) years.
- I. References

Proposers shall submit reference information on completed projects that meet the minimum qualifications. Projects should be of a similar type. For each reference, the Proposer shall provide the following information:

Project Name: Name of the project.

Contact Name: Person who will be able to answer any customer satisfaction questions.

Phone Number: Phone number of the contact we will be surveying.

Owner: Name of the Company/Institution that purchased the construction work.

Date Completed: Date of substantial completion.

Address: Community, address, and state where work was performed.

Size: Size of the harbor project in square feet, number of floats, and dollar amount.

Duration: Duration of the project/construction in months.

Type: Type of the project (i.e., Harbor, Dock, Marine related Offices, Warehouse, etc.)

10. DE/CM Work Phases

The DE/CM work for the project consists of four (4) stages for each Phase of the Chenega Harbor Improvements Project (only Phase I is to be bid at this time):

Pre-construction, Bidding, Construction and Closure.

- A. Pre-construction: This stage of the work includes, but is not limited to, planning, design, schedule development, and constructability reviews. The Engineer shall provide full construction estimates at the Schematic Design, Design Development and at 100% Construction Document phases of the project. The Engineer shall provide a completed Preliminary Engineering Report for each Phase of the project or as required by the owner.
- B. Bidding: This stage of the work includes, but is not limited to, bidding for construction, bid tabulation and review, schedule review, Addendum preparation and reviews, submittals, RFI, and necessary modifications.
- C. Construction and Inspection: This stage of the work consists of, but is not limited to, the Engineer furnishing submittal reviews, project inspection, owner approved design modifications when owner approved and construction inspection services along with all work as required in the Contract Documents. The Engineer shall furthermore assist Chenega

Corporation in maintaining and minimizing the cost of construction within the allowed budget for the duration of the construction and within the project's schedule. Regular written reports shall be submitted to Chenega Corporation and weekly progress meetings are required throughout the project. Please note that the work of each of the Construction Phases may be bid in several packages, such as excavation, footings and foundations, structural steel, etc.

- D. Closure: This includes post construction close out, project asbuilt review and certification, operations plan, service, and maintenance manual review and certification.

11. Project Approach

As part of the submittal, the Proposer shall describe their approach to this project addressing such issues as how to best provide input during the design phase, how to reduce change orders, how the site will be staged, and scheduling strategies.

12. Fee Proposal, Fees, and Hourly Rates

Before submitting a fee proposal, each proposing firm shall carefully examine the RFP; shall be familiar with the site of the work; shall fully inform themselves as to all existing conditions and limitations; and shall include in the proposal the cost of all items required by the RFP. The fee proposal, bearing original signatures, must be typed or handwritten in ink on the Fee Proposal Form provided in the procurement documents and submitted in a separate sealed envelope at the location specified below prior to the deadline for submission of fee proposals indicated on the Project Schedule. **All Proposers shall furnish the following fees and markups as part of the Fee Proposal for Phase I:**

A. Pre-construction Fee: This lump sum fee consists of all costs for the DE/CM to provide design, engineering, and permitting services required of the Pre-construction Phase including the Preliminary Engineering Report. No other reimbursable costs will be allowed or considered in addition to this fee.

B. Engineering Fee: This lump sum fee shall consist of design, engineering, and permitting required for the project and includes overhead, profit, and home office personnel who will be managing the project during bidding, construction, and closeout, together with the warranty period. This fee does include construction administration assistance.

C. Construction Management Fee: This lump sum fee shall consist of and include overhead, profit, and home office personnel who will be managing the project during construction through closeout, including the warranty period. This fee does include general conditions.

E. Construction Inspection Fee: This is a cost to the project from notice to proceed to final acceptance for the DE/CM's on-site inspection/supervision team (e.g., project engineer, field inspector, engineering staff, safety officer, etc.). All services and personnel not specifically identified as a Construction Management cost will be considered to be part of the lump sum Construction Inspection Fee. This includes receptionist, accountants, safety officers, expeditors, commissioning agents, etc.

F. Hourly Rates: These are the rates charged per hour for work performed outside of the contract for all project related tasks.

13. Proposals

The DE/CM shall provide the Corporation with five (5) copies of its proposal. The proposal shall be limited to thirty (30) pages. The proposal shall include all information that the Proposer wants the Selection Committee to consider in making its selection of a DE/CM. At a minimum, the proposal should include the experience and qualifications of the Proposer and the project team key individuals as identified in the management plan. It should include information on similar projects that have been completed by the Proposer and the project team individuals. When listing similar projects, include information to indicate the dates, size, client worked for at the time and what the responsibility of the individuals were on the project. Include the experience and special qualifications of the team that are applicable to this project and/or are part of the project specific selection criteria.

14. Time

The Proposer will include in the management plan the schedule for completing the work, including any items required by Chenega Corporation. A completion date prior to that shown in the RFP schedule is requested, but not mandatory. It is anticipated that a contract will be given to the selected Proposer for signature; The actual notice to proceed will be based on how quickly the Proposer returns the contract as well as the resolution of any issues that may arise in the RFP process. The actual completion date will be based on the Proposer's proposed schedule and the date the Proposer received the contract for signature. All plans, schedules, and the cost proposals are required to reflect the project construction time. Non-compliance with the schedule will not result in automatic disqualification; it will be evaluated by the selection committee in determining the final selection. Of particular interest and concern are the management team and the ability to deliver the project within the proposed construction time. Proposers will need to demonstrate the method of delivery and the competency of the individuals who will manage its successful completion.

15. Selection Committee

The Selection Committee will be composed of the General Manager, Village General Manager, and others deemed appropriate by the Corporation.

16. Interviews

Interviews may be conducted with a short-listed group of DE/CM firms at the discretion of the Corporation. This evaluation will be made using the selection criteria noted below. The purpose of the interview will be to allow the Proposer to present its qualifications, past performance, project approach, cost containment strategies, schedule and general plan for the design and engineering of the project. It will also provide an opportunity for the selection committee to seek clarification of the DE/CM's proposal. If interviews are held, the method of presentation will be at the discretion of the Proposer, and the interviews will be held on the date and at the place specified by the Corporation. The Owner reserves the right to select a DE/CM without the interview process.

17. Selection Criteria for DE/CM

The following criteria will be used in ranking each of the Proposers. The criteria are not listed in any priority order. The selection committee will consider all criteria in performing a comprehensive evaluation of the proposal.

A. Permitting Capacity and Experience:

(15 points) The Proposer's ability to acquire and provide required construction permitting and necessary tidelands work will be considered for this project.

B. References:

(25 points) Each design and engineering firm will be evaluated on the past performance of similar projects.

C. Alaskan Experience of Design and Engineering Team:

(25 points) Based on the statements of qualifications and management plan, the selection team shall evaluate the expertise and experience of the design and engineering firm, the project manager, and the proposal as it relates to this project in size, complexity, quality and duration. Key personnel assigned to which task and their commitment to each phase of the work will be evaluated.

D. Project Understanding and Approach:

(20 points) Based on the information provided in the design engineering and construction management plan, the selection team shall evaluate how each team has planned the project and determined how to construct the project in the location and in the time frames presented. The firm should present how they plan to move material and people into and out of the site, keep the site safe, minimize disruption to the facility and surrounding properties, etc. The Proposer shall also discuss what portions of the project they plan to perform or provide onsite. The selection team will also evaluate the degree to which risks to the success of the project have been identified and a reasonable solution has been presented.

B. Cost:

(15 points) The Contractor's Fee Proposal will be considered with all other criteria to determine the best value to the project. Submit in separate, sealed envelope.

18. Award of Agreement

The award of the DE/CM Agreement shall be in accordance with the criteria set forth in the RFP. The Chenega Corporation intends to enter into an agreement with the selected Proposer to plan and design the project as outlined in this RFP. Individual Proposers or alliances between two or more Proposers are allowed in this process. However, Chenega Corporation will contract with only one legal entity.

19. Licensure

The Proposer shall comply with and require all its subcontractors to comply with the license laws as required by the State of Alaska.

20. Financial Responsibility of Proposers, Subcontractors and Sub-subcontractors

Proposers shall respond promptly to any inquiry in writing by the Owner to any concern of financial responsibility of the Proposer, subcontractor, or sub-subcontractor.

21. Withdrawal of Proposals

Proposals may be withdrawn on written request received from proposer until the notice of selection is issued.

22. Time is of the Essence

Time is of the essence regarding all the requirements of the Contract Documents.

23. Right to Reject Proposals

Chenega Corporation reserves the right to reject any or all proposals.

24. Disclosure of Proposal

Certain information in submitted proposals may be open for public inspection. If the Proposer desires to have information contained in its proposal protected from such disclosure, the Proposer may request such treatment by providing a “written claim of business confidentiality and a concise statement of reasons supporting the claim of business confidentiality” with the proposal. All material contained in and/or submitted with the proposal becomes the property of Chenega Corporation and may be returned only at the Corporation’s option.

25. Insurance

All insurance requirements shall apply to the Proposer and any subcontractor or supplier that will be providing work or services under the final DE/CM Agreement. The Proposer shall require any subcontractor, supplier, or other person providing services or materials under the DE/CM Agreement to obtain prior to, and maintain the same scope, limits, and terms of coverage running in favor of Chenega Corporation, as required of the Proposer. It shall be the responsibility of the Proposer to assure that each subcontractor or supplier complies with the insurance requirements. All insurance coverage shall be required to continue in full force and effect throughout the construction period and thereafter when the Proposer may be correcting and/or removing defective work and during any warranty period, contract extension, or other modification of any provision of the construction contract or the obligations of the Proposer, subcontractor or suppliers or other person providing services or materials.

The Proposer will be required to provide:

- General Liability & Automobile Liability: \$2,000,000 per occurrence and \$4,000,000 aggregate. These limits can be achieved from a single policy or via the combination of primary and excess/umbrella policies.
- Professional Liability: \$1,000,000 per claim and \$2,000,000 aggregate.
- Workers’ Compensation: As required under the workers’ compensation laws of the State of Alaska, and Employer’s Liability insurance with a limit of at least \$1,000,000 per injury. This section shall not be deemed to limit any insurance provisions of the final construction contract.

- Chenega Corporation shall be named as Additional Insured on the General Liability and Auto Liability insurance policies.
- Prior to commencement of work, Proposer shall provide Chenega Corporation with a certificate of insurance evidencing the insurance coverages required above.

Fee Proposal Form

NAME OF PROPOSER _____ DATE _____

Chenega Corporation
3000 C Street, Suite 300
Anchorage, Alaska 99503

The undersigned, responsive to Chenega Corporation's RFP #2021-01, "Request for Proposal to Provide Design and Engineering Services and Project Inspection Services for the Native Village of Chenega Harbor Improvements Project," proposes fees at the prices stated below. These listed fees and costs are to cover all expenses incurred in performing the services as outlined in our proposal of which this proposal is a part:

A. Preconstruction Fee: For all work during the pre-construction period including project planning, preliminary design and the Preliminary Engineering Report, I/we agree to perform for the lump sum of:

_____ DOLLARS (\$ _____)
(In case of discrepancy, written amount shall govern)

B. Engineering Fee: For all work during the engineering phase of the project including but not limited to the planning, design, permitting, bidding, construction, and project closeout inclusive of the warranty period, I/we agree to perform for the lump sum of:

_____ DOLLARS (\$ _____)
(In case of discrepancy, written amount shall govern)

C. Construction Management Fee: For all work during the construction phase of the contract with management assistance of the project through closeout, I/we agree to perform for the lump sum of:

_____ DOLLARS (\$ _____)
(In case of discrepancy, written amount shall govern)

D. Construction Inspection Fee: For project inspection services and support team costs not covered in the above management fee, I/we agree to perform for the sum of:

_____ DOLLARS (\$ _____)
(In case of discrepancy, written amount shall govern)

E. Hourly Rates: For work performed in addition to or outside the original project scope. Show on separate sheet of paper for all relative positions.

I/We acknowledge receipt of the following Addenda: _____

This bid shall be good for 60 days after bid submission. The undersigned Contractor's License Number for Alaska is: _____

SIGNATURE OF PROPOSER _____

DATE _____