Whittier Harbor Phase III Rebuild

REQUEST FOR PROPOSAL

PROPOSALS DUE THURSDAY, FEBRUARY 22, 2024, 3:00 P.M.

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ACRONYMS AND ABBREVIATIONS

ADEC	Alaska Department of Environmental Conservation
G&A	General And Administrative
NMFS	National Marine Fisheries Service
NTP	Notices to Proceed
O&M	Operations and Maintenance
RFP	Request for Proposals
USACE	United States Army Corp of Engineers
WBS	Work Breakdown Structure

FIGURES

TABLES

1. INTRODUCTION

1.1 Project Description

The City of Whittier (the "City") is requesting proposals from qualified firms for the design and construction of the Whittier Harbor floats A/G/H Rebuild (the "Project") described below and within the contract. The baseline Project consists of five principal elements:

A) The design, replacement, and modernization of three harbor float systems,

B) The replacement of all legacy wood pilings with steel pilings,

C) The design and installation of the Utility Services on the new float systems and related upland improvements,

D) A heated storage/maintenance shop/shed integrated into the harbor float system for storage of firefighting apparatus and sewage pump-out cart, and

E) Disposal and removal of current and prior legacy float system components, piling, and debris from Whittier (collectively the "Work").

Proposers are required to include a separate option in their submissions for the design and installation of anodes on both newly installed and existing piles. This option should be presented independently and not be factored into 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 Whittier 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 Whittier Municipal Code.

The design service life of the new harbor facilities and utilities will be 50 years. The City requires realistic operations and maintenance (O&M) expectations that support a typical service life of 50 years for these facilities. Refer to Appendix D, Performance Requirements, for details.

Whittier'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 355 vessels, it is one of Alaska's largest single basin harbors. Whittier supports one of the largest commercial fishing fleets in Alaska. One primary objective of rebuilding the affected float systems is not just to repair or replace them, but also to ensure that the Harbor remains consistently accessible for both fishers and recreational boaters.

The City team for the Whittier Harbor project includes the City Manager, Harbormaster, Public Works Director, and the Project Manager, who also serves as the Project Manager Representative and Engineer. This team is responsible for the project's development and will be the primary contact for the Design-Builder. Additionally, the City Council must approve contracts, certain change orders, and other major decisions. An independent design review will be conducted by a City-retained Engineer to oversee the design decisions and monitor its development.

The Design-Builder is a firm or team to be selected and contracted by the City to deliver a completed float system and piles within the schedule (Table 1) and funds available (Table 5), meeting the basis of design and performance requirements described in this RFP and contract.

This Project is the design and construction of floats A/G/H, replacement of all wood piles with steel, and disposal of all debris identified by the City, including current and previous floats, pilings, etc.

A. The Project is in the Whittier Harbor basin. The Whittier Harbor basin is accessed via a common parking area and a single gangway approach.

B. The purpose of this Project is to provide safe moorage and improve efficiency and safety for the boating public.

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 $9.0 million. This value is limited only to the baseline lump sum price.

E. Design-Builder may suggest how additional mooring spaces could be added to the Conceptual Design provided in this RFP. It is the City's desire to maximize the number of suitable-sized slips consistent with the current harbor design while still meeting the minimum design codes and standards.

F. All floats shall be accessible for moorage by April 15, 2025.

G. Substantial completion and all utilities functional by June 1, 2025.

H. Final Completion July 1, 2025.

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 exceed 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:

A. Design, replacement, and modernization of the Harbor float systems A/G/H, including demolition and removal of the existing facilities, with the disposal of these materials to be carried out at a location outside of Whittier.

B. Removal and disposal of legacy wood piles, to be carried out at a location outside of Whittier, and replacement with appropriate steel piles.

C. Design and installation of the Utility Service upgrades, including power, lighting, water, and fire suppression to all applicable areas in the float system and related upland improvements.

D. Float located dock shed with power, lighting, and water utilities to locate a sewage pump-out cart and a fire suppression cart.

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

    1. All management, services, labor, material, and equipment necessary to permit, design, and build the Project in accordance with the Project Requirements and the Contract.

2. Apply for and obtain an Alaska Department of Environmental Conservation (ADEC) potable water system Engineering Plan Review and Construction Authorization.
3. Ensure compliance with all applicable laws for regulatory coordination and obtain necessary permits to construct the facilities.
4. Develop and execute comprehensive quality management plan including all testing, inspection, and documentation necessary to control and independently assure performance of the Work is in strict compliance with applicable standards, specifications, and Design requirements.

The Proposer is encouraged to include an Alternative Option(s) as necessary to provide a Project that best meets the City's goals and grant requirements within the available budget.

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 within the Available Funds Amount.

B. Construct a facility whose design meets or exceeds industry standards, mitigates premature degradation and corrosion, and enhances service life and durability.

C. Complete the Project on or before the specified Substantial and Final Completion dates as listed in Table 1.

D. Always maintain a safe environment for all Project personnel, City staff, and the public.

E. Provide measures to ensure safe access and operation for future facility users.

F. Provide, implement, and assure excellent quality response to this Project's technical requirements and quality professional performance throughout design and construction in accordance with the Design-Builder's approved quality management plan.

G. Meet or exceed environmental regulatory and permitting requirements with no regulatory or permit violations.

H. 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 found in Appendix C. 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 Schedule for rebuilding the specified floats is shown below. Given Whittier's reliance on fishing, it is crucial that the float system replacement is initiated and completed outside the fishing season. This period spans from September 4, 2024, to April 8, 2025. Construction must be planned to ensure fishers can moor

their boats at the season's start. Additionally, a second substantial completion deadline set for July 1, 2025, is specifically for completing the Utility Services.

The timing of the various funds available to rebuild the Harbor Project necessitate the use of multiple Notices to Proceed. The City plans to issue three 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.

Milestone 1. 35% Design Review

A. Review Project Design to 35%.

B. City Council and Port and Harbor Commission Acceptance of 35% Design.

C. Establish Design budget, Project management cost, and Project schedule.

Milestone 2. 65% Design Review

A. Review 65% Design.

B. City Council and Port and Harbor Commission Acceptance of 65% Design.

C. Will allow for the procurement of long-lead materials and limited fabrication; assumed to be primarily for pile and floats and possibly electrical components. The Proposer should identify these items in their proposal plus timing of estimated City cost milestones and approximate payment dates. The City must coordinate cash outflows with Project funding availability.

Milestone 3. 95% Design Review

A. Review 95% Design.

B. 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.

C. Procurement and fabrication of all Project components by the Design-Builder to facilitate the timely delivery to Whittier.

D. City Council and Port and Harbor Commission Acceptance of 95% Design.

E. Final procurement and fabrication based on the acceptance of the 95% Design.

F. Authorization to proceed with mobilization to the Project Location and in-water work activities.

This 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 harbor. It is the City’s plan not to exceed the amount of funds available. If necessary, the City will engage in negotiations with the Design-Builder to apply value engineering to the Project, including its components and construction timeline. This is to ensure the Project stays within budget, aligns with the City’s objectives, and fits within the specified schedule, particularly during the limited period available between the 2024 and 2025 fishing seasons. Grant, bond, and matching fund availability will be available at varying times over the term of the Project. The Design-Builder shall provide an expense and expenditure schedule so both parties are aware of funding requirements.

Table 1. Schedule of Contract Milestones

CONTRACT MILESTONE	DATE
Issue RFP	Tuesday, January 23, 2024
Non-Mandatory Pre-Bid Meeting	Monday, February 5, 2024
Deadline for Proposer's Questions	Thursday, February 15, 2024
Proposal Due Date	**Thursday, February 22, 2024 @ 3:00 p.m.**
Announcement of Apparent Best-Value Proposer (Notice of Contingent Intent to Award)	Thursday, February 29, 2024
City Council Approval	Tuesday, March 19, 2024
Notice of Award	Wednesday, March 20, 2024
Milestone 1. 35% Design Due	**Wednesday, May 1, 2024**
Port and Harbor Commission Acceptance of 35% Design	Thursday, May 2, 2024
City Council Acceptance of 35% Design	Tuesday, May 21, 2024
NTP 1. Notice to Proceed with 35% Design	Wednesday, May 22, 2024
Milestone 2. 65% Design Due	**Wednesday, June 5, 2024**
Port and Harbor Commission Acceptance of 65% Design	Thursday, June 6, 2024
City Council Acceptance of 65% Design, Procurement of Long-Lead Items and Limited Fabrication	Tuesday, June 18, 2024
NTP 2. Notice to Proceed with 65% Design	Wednesday, June 19, 2024
Milestone 3. 95% Design Due: Mobilization and Construction	**Wednesday, July 10, 2024**
Port and Harbor Commission Acceptance of 95% Design	Thursday, July 11, 2024
City Council Acceptance of 95% Design	Tuesday, July 23, 2024
NTP 3. Notice to Proceed with 95% Design	Wednesday, July 24, 2024
All Floats Accessible for Moorage	Monday, April 15, 2025
Substantial Completion of Float System and All Utility Services Functional	Sunday, June 1, 2025
Final Completion	Tuesday, July 1, 2025

2.4 Non-Mandatory Pre-Proposal Conference

A non-mandatory Pre-Proposal Conference will be held virtually via Microsoft Teams and in-person at the City of Whittier Public Safety Building, 3rd Floor Council Chambers, 660 Whittier Street, Whittier, Alaska, starting at 8:30 a.m. local time on Monday, February 5, 2024. Representatives of the City will be present to discuss the Project. Proposers are encouraged to attend. To attend, provide name, phone number, and email at least 24 hours prior to the conference date and time to the City Clerk by email at cityclerk@whittieralaska.gov. A confirmation email will be sent with Microsoft Teams meeting invitations as needed. If a confirmation email is not received, call 907-472-2327, ext. 204, to reach the City Clerk.

The City will post addenda on its website at https://www.whittieralaska.gov/rfps/ as the City considers it necessary in response to questions. 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 Thursday, February 15, 2024, by email to the City Clerk. 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. Received questions, written responses, and any addenda will be posted on the City's website. All questions shall be transmitted to:

Shelby Carlson, City Clerk
Subject: Harbor Phase III RFP
cityclerk@whittieralaska.gov
907-472-2327 ext. 204

2.5 Selection Process

Sealed proposals will be evaluated by a review committee in accordance with the Scoring Criteria defined in this RFP. 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

Sealed proposals shall be submitted to the City. The proposals are due by 3:00 p.m. Alaska Standard Time, Thursday, February 22, 2024 and will be time stamped by the City Clerk. Proposals shall be addressed:

City of Whittier
ATTN: City Clerk
Whittier Harbor Phase III
PO Box 608
Whittier, AK 99693

Whittier has an unreliable mail delivery service so very early mailing or in-person submission is recommended. 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 in 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

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

Table 2. Proposal Contents

PROPOSAL CONTENTS			NO. PAGES
2.7	**TECHNICAL PROPOSAL – VOLUME I**		
2.7.1	**EXECUTIVE SUMMARY**		**6 TOTAL**
		COVER LETTER	1
		EXECUTIVE SUMMARY NARRATIVE	5
2.7.2	**PROJECT TEAM QUALIFICATIONS**		**25 TOTAL**
		A. TEAM QUALIFICATIONS	3
		B. ORGANIZATIONAL CHART	1
		C. PROJECT MANAGER RESUME	2
		D. SUPERINTENDENT RESUME	3
		E. ENGINEER RESUMES	6
		F. MAJOR SUPPLIERS and SUBCONTRACTORS	4
		G. DESIGN-BUILD EXPERIENCE and APPROACH	4
		H. SAFETY PROGRAM QUESTIONNAIRE	2
2.7.3	**PROPOSAL FORMS – SEE APPENDIX A**		**NO LIMIT**
2.7.4	**PROJECT APPROACH – BASE CRITERIA**		**10 TOTAL**
		A. DESIGN NARRATIVE	4
		B. OVERALL SITE PLAN	1
		C. CONCEPTUAL DESIGN SHEETS	3
		D. RISK ASSESSMENT	2
2.7.5	**CONTRACT MANAGEMENT**		**6 TOTAL**
		PROJECT SCHEDULE - NARRATIVE	**1**
		PRELIMINARY PROJECT SCHEDULE	1
		EQUIPMENT, MEANS, METHODS	2
		QUALITY MANAGEMENT APPROACH	2
2.7.6	**ALTERNATIVE OPTIONS**		**8 TOTAL**
		NARRATIVE	4
		CONCEPTUAL DESIGN SHEET	4
2.8	**PRICE PROPOSAL – VOLUME II**		**NO LIMIT**

2.7.2 Project Team Qualifications

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.

Minimum qualifications:

1. 10 years of construction management experience, with 5 years of marine experience.
2. Logistics coordination experience in remote locations.
3. Work history managing at least one design-build marine project within the past 7 years.
4. The 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. The 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 resume(s) 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 the 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 the last 5 years.

2. Fabrication facilities shall have been in satisfactory operation for a period of at least one 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. The Proposing entity (Prime) shall have served as the Prime (Design-Builder) on at least one 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, 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 D, 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 $9.0 Million. The Proposer's technical approach shall meet the Project 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. At a minimum, the Proposer's site plan shall include the layout of major components of the facility, such as piling, floating structures, service float, trestle(s), gangways, electrical features, water supply, fire protection, and upland components.

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 of 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 multiple sources. See Table 4 below for funds and source. Many of the funding sources are tied to specific elements or materials for the Project. 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.

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.

Prepare a Project Schedule which, at a minimum, include start dates, finish dates, relationships for each major design element/release, key submittals, material procurements, 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. 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 Appendix D, 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 offer a narrative description and conceptual design sheets for alternate options for consideration by the City.

2.7.8 Proposal Evaluation Score Sheet

The following table describes the scoring used to evaluate submitted proposals.

Table 3. Proposal Evaluation Score Sheet

PROPOSAL EVALUATION SCORE SHEET				MAX SCORE
2.7	**TECHNICAL PROPOSAL – VOLUME I**			
2.7.1	**COVER LETTER and EXECUTIVE SUMMARY**			**5**
	COVER LETTER			
	EXECUTIVE SUMMARY NARRATIVE			
2.7.2	**PROJECT TEAM QUALIFICATIONS**			**20**
	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			
2.7.4	**PROJECT APPROACH**			**70**
	BASE CRITERIA and ALTERNATIVE OPTIONS			
		A. DESIGN NARRATIVES		
		B. OVERALL SITE PLANS		
		C. CONCEPTUAL DESIGN SHEETS		
		D. RISK ASSESSMENT		
2.7.5	**CONTRACT MANAGEMENT**			**25**
	PROJECT SCHEDULE - NARRATIVE			
		PRELIMINARY PROJECT SCHEDULE		
		EQUIPMENT, MEANS, METHODS		
		QUALITY MANAGEMENT APPROACH		

2.8 Price Proposal – Volume II

The following table describes the scoring used to evaluate submitted proposals.

Table 4. Price Proposal

2.8	PRICE PROPOSAL – Volume II	
	BASELINE LUMP SUM PRICE FORM	**65**
	APPROACH TO FUNDING SUPPORT	**15**
	SCHEDULE OF VALUES	**PASS/FAIL**
	BID BOND	**PASS/FAIL**

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.

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 65 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 65 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

Proposer A: Lowest Baseline Price = $6.3 million — 65.00 points

Proposer B: Second Lowest Baseline Price = $6.6 million

Formula: $\frac{\$6.3\ million}{\$6.6\ million} \times 65$ — 62.05 points

Proposer C: Third Lowest Baseline Price = $7.5 million

Formula: $\frac{\$6.3\ million}{\$7.5\ million} \times 65$ — 54.60 points

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, reserves, and bonds available to rebuild this Project. 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. The City needs to understand if and how the Design-Builder can accommodate fund availability.

Table 5. Funding

FUNDING SOURCE	AMOUNT	STATUS	AVAILABILITY	USE OF FUNDS
State of Alaska Harbor Grant	$4,500,000	Awarded	04/01/2024	Construction and Procurement
City of Whittier Bond	$4,500,000	Awarded	07/01/2024	Unrestricted
City of Whittier Reserves	Unknown		04/01/2024	Temporary Cash Flow

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

Prior to the City's issuance of the first notice to proceed, the proposal must be accompanied by Proposal security made payable to the City of 5% of Proposer's Baseline Price and in the form of a certified check, bank money order, or a Bid Bond issued by a surety.

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 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. Table 6, Best-Value Determination, provides the value of available points per section to represent a commitment by the City to maintain a fair and competitive evaluation process. See Section 2.7.8 for the score sheet to be used to score each element.

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 Baseline Price Proposal Score.

Table 6. Best-Value Determination

CATEGORIES	POINTS
Technical Score	120
Baseline Price Score	80
Total Possible Points	**200**

2.9.2 Available Funds and Cancelation 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 related parties. The City will coordinate the specific date, time, and location of each Proposer's interview, if any. The location of the interview will be Whittier, Alaska, other locations in Alaska selected by the City, or via video teleconference.

2.11 Proposal Validity

All Proposals shall remain valid and in full force and effect for a period of 90 days after the Proposal Due Date. If no award has been made within this timeframe, the 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, including but not limited to 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, 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 until presented to the City Council for contract reward. 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, State 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 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 first Notice to Proceed being 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, email, 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 Due 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 the contract award is justified, in writing, to be in the best interest of the City.

B. If the 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 an 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 outlines in Appendix D, 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 Project Scope of Work

The complete replacement of Harbor floats A, G, and H (the "Project") will be described in the Contract. The purpose of the Project is to remove and replace the existing floats with new floats that meet current industry standards and promote 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.**

3.2 Facility Performance Requirements

The City of Whittier has outlined desired requirements for the rebuild of Phase III of the Whittier 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. Design must also consider Whittier's extreme winter weather, high winds, and snow and ice load when recommending specific float material and project elements.

Utilities such as potable and fire suppression water systems are required, as are electrical service and lighting. 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, tidal conditions, Whittier's extreme wind conditions, snow and ice loads, and marine mammal activity. 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.

3.3 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.

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.

3.4 Project Management

3.4.1 Project Management and Administration

The Design-Builder will be expected to:

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, considering funding times and availability.

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. Proposers should identify in their proposal the specific system they are proposing, along with their recent and historical experience in 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, when procurement/fabrication is occurring, and during active construction on-site in Whittier. Proposers should 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 Project staff while on-site.

Design-Builder shall work with the Harbormaster/Deputy Harbormaster to develop a plan to move vessels as required for the work to be completed. Design-Builder must keep in mind that many vessels in the Harbor have been winterized for the season and will not be in running condition. Vessel movement within the Harbor will be at the expense and timing of the Design-Builder.

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

Design-Builder is expected to complete the Alaska Department of Environmental Conservation (ADEC)

water system plan review and construction authorization.

3.5 Transmittals and Submittals

3.5.1 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.

3.5.2 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

3.5.3 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.

3.6 Quality Management

3.6.1 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 the first 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 Whittier Harbor Phase III project.

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.

3.6.2 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.

3.6.3 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.

3.6.4 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.

3.7 Environmental Permitting and Compliance

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.

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, as determined by the City.

3.8 Survey

The Design-Builder shall provide all topographic and hydrographic surveying and staking required to adequately design and construct the Work. All surveys 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.

3.9 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 on floats A and G, LED lighting, and all ancillary elements of the Project. See Appendix D, 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 D, 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 harbor. See Appendix D Performance Requirements.

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

3.10 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.

3.11 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 of at an authorized disposal location outside of Whittier at Design-Builder expense. Whittier does not maintain a landfill. At its option, the City may elect to remove and retain materials prior to the Design-Builder mobilization.

3.12 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.

3.13 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 D, 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 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 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. 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.

3.14 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 B, State and City Business License, provisions. The Design-Builder and its Subcontractors shall file with the Alaska Department of Labor, Labor Law Compliance Division, and the City, a certified payroll.

3.15 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 Harbormaster 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 boat harbor.

3.16 State and Local Taxes

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

APPENDICES

Appendix A, Proposal Forms
Appendix B, State and City Business Licenses
Appendix C, Contract and Agreement
Appendix D, Performance Requirements