

CITY OF FAIRBANKS

REQUEST FOR PROPOSALS

Downtown Riverscape Improvements RFP-24-25

PROFESSIONAL CONSULTING SERVICES LANDSCAPE DESIGN

PROJECT MANAGER JOHN O'BRIEN

PHONE: 907-987-5880

EMAIL: jobrien@fairbanks.us

PROPOSAL OPENING – DATE/TIME: January 22, 2025, 2:00 P.M. CITY OF FAIRBANKS ENGINEERING CONFERENCE ROOM, 800 CUSHMAN ST. FAIRBANKS, AK 99701

REQUEST FOR PROPOSAL

CITY OF FAIRBANKS PROFESSIONAL CONSULTING SERVICES RFP-24-25

Sealed proposals for providing Professional Consulting Services to Design a 100% complete bid package consisting of plans, specifications, and construction cost estimate for the DOWNTOWN RIVERSCAPE IMPROVEMENTS will be received by the City Clerks, City Hall, 800 Cushman Street, Fairbanks, Alaska 99701 until and including 2:00 P.M. January 22, 2025, and will then be publicly opened and read aloud in the Engineering Conference Room, 800 Cushman Street, Fairbanks, Alaska.

PROPOSALS MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE PLAINLY MARKED WITH THE RFP OPENING DATE AND TIME AND THE REQUEST FOR PROPOSAL TITLE AND NUMBER: DOWNTOWN RIVERSCAPE IMPROVEMENTS RFP-24-25. PROPOSALS MUST BE ADDRESSED TO THE CITY CLERK.

This 14-page Request for Proposal titled DOWNTOWN RIVERSCAPE IMPROVEMENTS RFP-24-25, is to be known as "Attachment A".

The City reserves the right to waive informalities not inconsistent with law and to reject any or all proposals.

John O'Brien Project Manager City of Fairbanks

PUBLISH: FAIRBANKS DAILY NEWS MINER, DECEMBER 22 & 23, 2024

INFORMATION FOR PROPOSERS

RFP-24-25

- CONTRACT DOCUMENTS: The "Request for Proposal", the "Information for Proposers", 1. "Specifications", and the "Proposal Form" shall form the contract. Vendors must examine each of the contract documents, inform themselves of the conditions and make their own estimate of any or all difficulties attendant upon furnishing the equipment as desired.
- 2. DATE AND PLACE OF OPENING: Date is January 22, 2025, 2:00 P.M. Pursuant to the "Invitation", sealed proposals will be received by the City Clerk, City Hall, 800 Cushman Street, Fairbanks, Alaska. The Proposals will then be opened and publicly read in the Engineering Conference Room.
- 3. PRINTED FORM FOR PROPOSALS: All proposals shall be made upon the consultant's "Proposal Form" with letter head and must clearly indicate the unit price in both figures and words. The words shall prevail. The proposal must be signed by an authorized agent of the proposer.

The proposal, in a sealed envelope, shall be PLAINLY marked with the name of the Proposer, RFP Title, the date of opening, and addressed to the City Clerk, City Hall, 800 Cushman Street, Fairbanks, Alaska 99701.

Proposals shall have a maximum of 15 pages, excluding resumes, cover sheet, letter of transmittal, dividers, table of contents, evidence of Alaska Business License or Professional Registrations. The use of lay-flat binders is encouraged. Proposal shall be printed on 8-1/2" X 11" sheets using standard type size.

Deliver three (3) proposal copies to the address below before the deadline. Package(s) containing proposals must be sealed, marked, and addressed as shown in the example below.

Proposer's Return Address: City Engineer RFP-24-25 **Engineering Department** 800 Cushman Street Fairbanks. Alaska 99701-4615 RFP Title: Downtown Riverscape Improvements, RFP-24-25

Opening Date: January 22, 2025, 2:00 P.M.

- 4. DOCUMENT COMPLETION: All entries and required signatures on Proposal and Contract Documents must be completed either typewritten or in BLACK INK.
- 5. COMMENTS, DISCREPANCIES, OBJECTIONS, OMISSIONS AND QUESTIONS: Shall be in writing and received by the Project Manager no later than seven calendar days prior to proposal opening so that any necessary amendments or clarification can be published and distributed to all known proposers. Address all questions, objections or comments to John O'Brien, Project Manager, Engineering Department, City of Fairbanks, 800 Cushman Street, Fairbanks, Alaska 99701-4615. Office: (907) 987-5880, Email: jobrien@fairbanks.us

6. ACCEPTANCE OF PROPOSALS: As soon as practicable based on City schedule. The right and obligations of the contract shall become effective and binding upon the contracting parties only after a contract form signed by the Consultant and City Mayor. No other act, oral, written, or implied, shall constitute acceptance of a proposal.

NO PROPOSALS SHALL BE ACCEPTED BY FAX.

The consultant chosen will be expected to comply with all Federal, State, Borough and City laws and statutes. Sections from State of Alaska Statutes and City of Fairbanks Code of Ordinances are listed, for your reference, because of their particular applicability to this project.

- A. Alaska Professional Registration Requirements AS 08.48.
- B. Alaska Employee Preference Requirements AS 36.10.010 through 36.10.125.
- C. City of Fairbanks Purchasing Ordinance, particularly Fairbanks General Code Section 54.201 54.208: Competitive Sealed Proposals.
- D. City of Fairbanks Business License, State of Alaska Business License.
- 7. LOBBYING: The RFP selection process shall not be compromised or distorted by private lobbying outside the procedures designated to award the best proposal for the City and the public. No proposer may disclose his / her proposal to members of the City Council or City Employees prior to the date and time when all such proposals are to be opened and made public.

After the proposals are made public, the City shall select those proposals which are responsive and which merit further discussion. Any person whose proposal is selected for further discussion shall confine all contacts with the City representatives to those permitted by the formal selection procedures. Any person whose proposal is not selected must not discuss the matter with City employees or City Council members, but may file a protest under the City procurement code, FGC Chapter 54, Article V.

- 8. REJECTION OF PROPOSALS: The City shall have the authority to reject parts of all proposals for nonresponsive as outlined in the scope of work.
- 9. DELIVERY POINT: Bidder's proposal shall include F.O.B. City of Fairbanks, 800 Cushman Street, Fairbanks, AK 99701-4615. Neither the City nor their officers, agents or employees shall be responsible for the premature opening of, or failure to open any proposal not properly addressed and identified.
- 10. POSTPONEMENT: The City of Fairbanks reserves the right to postpone the date of the opening of proposals and will give written notice of any such postponement to all known holders of the contract documents.
- 11. LOCAL PREFERENCE: Consultants based in Fairbanks Alaska or with offices within the Fairbanks North Star Borough shall receive preference in proposal scoring over consultants based outside of the Greater Fairbanks Area.

12. ADDITIONAL INFORMATION FOR BIDDERS:

- A. <u>Brand Name or Equal</u> In the case where a bid call does not request a specific brand or in the case where a vendor is bidding an alternate equal to a brand which is specified on a bid call (when an "or equal" is indicated as acceptable in the bid call), the bidders must submit with their proposals the latest printed specifications and advertising literature on the product they propose to furnish. The bidders shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of the contract documents. This sheet shall be labeled "Exceptions to Bid Conditions and Specifications" and shall be attached to the proposal.
- B. <u>Multiple, Alternate or Conditioned Offers</u> Unless specifically allowed, multiple, alternate, or bid conditioned upon receiving award of all or a portion of this and/or another contract shall be deemed non-responsive and shall be rejected.
- 13. TAXES: The City of Fairbanks does not pay excise tax and will furnish the successful proposer with Exemption Certificates upon request.
- 14. SET OFFS PRIOR TO DISBURSEMENT: Disbursement of monies by City hereunder shall be subject to set-off pursuant to the provisions of section 2.711 of the Code of Ordinances.
- 15. DISCLAIMER: The City assumes no responsibility for any interpretation or representations made by any of its officers, agents, or employees unless interpretations or representations are incorporated in a written amendment to the RFP.

CITY OF FAIRBANKS PROFESSIONAL SERVICES RFP-24-25

1. SCOPE OF WORK

A. General:

- The scope of work will include producing a design, ready to advertise and construct complete, 100% Plans, Specifications, and Construction Cost Estimate to improve the existing public space on the north side of First Avenue from the Cushman Street Bridge to Golden Heart Plaza in the core area of the City of Fairbanks' downtown.
- 2. The work shall include assistance during the bidding, to include but not limited to; bidders questions, addendums, and submittal review. The Consultant will be required to provide all materials and personnel necessary to complete the required work and to pursue the project vigorously with relative independence within the limitations of the contract and the law.
- B. Using accepted landscape design practices, the Consultant will provide a design to include, but not limited to following:
 - 1. The new public space will be designed to encourage beneficial use and discourage misuse/vandalism. The space will be designed to be maintainable on a year-round basis. The final design will take full advantage of the riverfront location by highlighting the importance of the Chena River to the City of Fairbanks, its residents and visitors. An enhanced view of the river shall be a focal point of the design.
 - 2. Interpretive displays and signage will be created to enhance visitor experience and provide historical context of Fairbanks. These will be part of the final design and ideas include but are not limited to the furthest upriver point on the Chena River that was historically navigable by steam-driven riverboats, staging area for materials to build the Alaska Pipeline, the movement of Immaculate Conception Church from the south to the north side of the river, photographic displays of old and new recreation activities on the Chena River, fish species of the Chena River, the lining of the river outfalls with sidewalks from the 1960's urban renewal projects, Chena River water quality conservation, Chena River historic flood of Fairbanks, and the Chena River Flood Control Project that now protects Fairbanks.
 - 3. Summary of desired outcomes: The design should take advantage of the river view, create a space that is visually appealing, welcoming, and useful, particularly during winter. The space should be well lit with decorative lights.

4. The city will design and construct the concrete slab with decorative input from the Consultant.

2. <u>FINAL DESIGN</u>

A. Final 100% design submittal will include plans, specifications, submittal register and estimate, ready to advertise for construction. The submittal will also include contract documents in a bid ready packet and a final design report. Consultant shall include with the final design report all criteria, calculations, controlling assumptions made, and considerations used to derive the design, maintenance, and life cycle costs of the public space. The backup material shall be presented in a neat and organized manner.

3. TASKED DELIVERABLES

- A. Status Reports (written):
 - 1. 1 each (due 1st and 15th of each month).
 - 2. Consultants number of hours by individuals to complete this task.
- B. 35% Design Submittal & Construction Estimate:
 - 1. 4 bound copies with 11" x 17" plan drawings and electronic PDF copy.
 - 2. (Allow two weeks for review).
 - 3. Consultants number of hours by individuals to complete this task.
- C. 65% Design Submittal, Submittal Register & Construction Estimate:
 - 1. 4 bound copies with 11" x 17" plan drawings and electronic PDF copy.
 - 2. (Allow two weeks for review).
 - 3. Consultants number of hours by individuals to complete this task.
- D. 95% Design Submittal, Submittal Register & Construction Estimate:
 - 1. 4 bound copies with 11" x 17" plan drawings and electronic PDF copy.
 - 2. (Allow one week for review).
 - 3. Consultants number of hours by individuals to complete this task.
- E. Final 100% Design Submittal, Documents, Submittal Register & Construction Estimate:
 - 1. 2 full size 24" x 36" plan drawings
 - 2. 4 bound copies with 11" x 17" plan drawings.
 - 3. Consultant shall also provide text documents in CD rom computer disk in Microsoft Word and Excel.
 - 4. Drawings shall be submitted on CD rom computer disk PDF copies and Auto-Cad Release 2019 files.
 - 5. Consultants number of hours by individuals to complete this task.

F. Consultant's individual hourly rates for this project. The total number of hours to complete each Tasked Deliverable. The total final dollar amount for all tasks.

4. TASKED DELIVERABLES SCHEDULED DATES

A. Advertise for Proposals December 22 & 23, 2024 B. Request for Proposals Due January 22, 2025 C. **Consultant Selection** January 29, 2025 Notice of Intent to Award D. February 7, 2025 Notice of Award E. February 14, 2025 F. 35% Submittal February 21, 2025 G. Review Period February 24-28, 2025 H. 65% Submittal February 28, 2025 I. Review Period March 1-7, 2025 J. 95% Submittal March 7, 2025 K. Review Period March 7-10, 2025 L. Final 100% Design Documents March 10, 2025

Scheduled dates are subject to change at the project manager's discretion.

5. INSURANCE

Consultant shall maintain throughout the period of this contract, insurance in the following minimum requirements:

- A. Comprehensive Automobile Liability Insurance: The Consultant shall cover all owned, hired, and non-owned vehicles with coverage limits not less than \$500,000 single limit per occurrence for bodily injury and property damage.
- B. Workers' Compensation and Employers' Liability Insurance: Statutory requirements by the applicable state law or regulation. Employers' Liability insurance shall be \$100,000 each accident for bodily injury, \$500,000 policy limits for bodily injury by disease, \$100,000 per employee for bodily injury by disease.
- C. Professional Liability Coverage: In the amount of \$500,000, or the contract ceiling price, whichever shall be greater. A payment bond maybe required in lieu of professional liability coverage.
- D. Without limiting its indemnification, the Consultant shall maintain, until acceptance of the project by the Owner, all insurance specified, and minimum limits set forth. All insurance limits are minimums and if Consultant's policies contain higher limits, the Owner shall be entitled to such limits. The Owner, at its sole discretion may raise or lower the above limits.ional Liability Coverage: In the amount of \$500,000, or the contract ceiling price, whichever shall be greater. A payment bond maybe required in lieu of professional liability coverage.

6. CONTRACTUAL REQUIREMENTS

The contract form is expected to be the City of Fairbanks Professional Services Contract, attached, and modified appropriately to fit this project.

7. <u>SUBMISSION OF PROPOSALS</u>

Proposals shall contain the following information:

- A. Present proposed project manager and staff, including their detailed qualifications and experience. Identify key team members by name. Clearly indicate the degree of actual project participation by each identified team member and the work location.
- B. Provide business history of your firm, particularly with similar projects. Indicate current workload and list all primary projects your firm is presently working on or will be working on during the design of this project. Provide references for each of these projects and most similar past projects. Provide your firm's qualifications and experience. Include cold climate engineering and design experience.
- C. Provide a breakdown, illustrating man-hours applied to the Tasked Deliverables by specialty and associated hourly fee. Categorizeby Deliverables, 35%, 65%, 95% and 100% Design.
- D. Describe your proposed plan/work schedule of accomplishing the objectives of this project. Indicate ability to perform the contract within specified time without delay or interference. Review your methodology and management, including organizational structure of the proposed project staff and / or sub consultants.
- E. Demonstrate the financial resources of the firm are adequate to perform the contract.
- F. Indicate employment practices of the firm with regard to women and minorities.
- G. Provide a list of any subcontractors planned to be used. The list shall include location of the place of business for each subcontractor and evidence of their valid Alaska business license and registration as required.
- H. Cost. Provide the City with your proposed payment schedule, and method for compensation.
- I. Any additional information which may warrant special consideration.

8. SELECTION PROCESS

The City of Fairbanks, through a selection committee, will review the submitted proposals using the evaluation criteria on the attached Request for Proposal Evaulation Form (Exhibit "A"). Contract negotiation will begin with the most qualified and suitable consultant firm of demonstrated competence to determine whether an agreement can be reached. If an agreement cannot be reached, the City may then negotiate with the next most qualified and suitable firm. The final contract will be submitted to the Mayor / City Engineer for approval.

9. AWARD OF CONTRACT

A contract may be awarded to the responsible and responsive firm whose proposal is determined to be the most advantageous to the City, taking into consideration price and the evaluation factors set out in the request for proposals. Written Notice to Proceed and signed contract (Exhibit "B") must be completed prior to commencement of work.

10. RIGHT TO REJECT AND NOT AWARD

The City may accept or reject any and all proposals or waive irregularities, and reserves the right not to award the contract when it is in the best interest of the City to do so.

10. PROPOSAL QUESTIONS

All questions relating to proposal procedures, discrepancies, request for correction, or other technical aspects of the proposal shall be submitted via email to the City of Fairbanks Engineering Department to jobrien@fairbanks.us, attention John O'Brien, Project Manager.

Questions shall be at least seven calendar days prior to the date fixed for the opening of the bids. The City of Fairbanks Project Manager shall provide all such corrections and any supplemental instructions in the form of addenda electronically to:

- http://www.agcak.org
- http://www.theplansroom.com
- https://www.fairbanksalaska.us/rfps

Proposer acknowledges receipt of the following ADDENDA (give number and date of each) in the following format on Proposer's signed company letterhead as part of their Proposal. Incomplete Proposals will not be excepted.

Addenda #	Date Issued	Addenda #	Date Issued

11. EXHIBIT LISTING

EXHIBIT "A" REQUEST FOR PROPOSAL EVALUATION FORM EXHIBIT "B" CITY OF FAIRBANKS PROFESSIONAL SERVICES CONTRACT EXHIBIT "C" MAP FIGURE OF DESIGN AREA

ΕΛΠΙΒΙΙ Α	REQUEST FOR PROPOSAL EVALUATION FORM			
FIRM:				
REVIEWER:	DATE:			

Evaluation Criteria

Points x Weight = Product

		Points	Weight	Product
1.	Objectives & Services: Determine how well the proposer understands the objectives of the project and the services required for each phase. How well does the proposer show how the services meet the objectives? Have design considerations and alternatives been addressed? Has the proposer identified problems and opportunities?	0-5	15	
2	Qualifications & Experience: FIRM & STAFF, How well has the firm demonstrated that it has the qualifications and experience to complete the required services on time, within budget and with quality results?	0-5	15	
3	Qualifications & Experience: PROJECT MANAGER, Evaluate the qualifications and experience the Project Manager brings to the project, and the individual's ability to complete the project on time and in a professional manner.	0-5	15	
4	Qualifications & Experience: LANDSCAPE DESIGN, Evaluate special knowledge of RIVERSCAPE design indicated by the proposer and / or Proposer's sub consultants, including cold climate design and construction considerations.	0-5	20	
	Location: PROJECT MANAGER, A Project Manager based in the Fairbanks North Star Borough will be awarded 5 points, a Project Manager based elsewhere in Alaska will be awarded 2 points and a Project Manager based outside Alaska will be awarded 0 points.		5	
6	Location: FIRM, A firm with an office in the Fairbanks North Star Borough will be awarded 5 points, a firm with an office elsewhere in Alaska will be awarded 2 points and a firm with an office outside Alaska will be awarded 0 points.	0-5	5	
7	Methodology and Management: Evaluate the Proposer's descriptive approach to performing the project, considering Proposer's detailed description of services to be provided. Review and evaluate the Proposer's management plan and organization and coordination of joint proposals.	0-5	15	
8	Quality of Proposal and Conformance to RFP: Assess the overall quality and effort evident in preparing and submitting the proposal, review and evaluate conformance to the RFP format requirements		10	
9	Workload and Resources: Evaluate the current and pending time commitments of the proposer, staff and sub consultants and Proposer's adequacy of personnel, facilities, and other resources necessary to perform the services.	0-5	5	
	Business History and References: Consider length of time the proposer has been in business under the current name or prior names. Evaluate the number of prior projects performed by the proposer that are similar to the services under this RFP. Review business and project references.	0-5	5	
11	Manhour Effort and Task Breakdown: Review and evaluate the Proposer's explanation of manhours and costs applied to the Tasked Deliverables by team member, and the logical flow of task breakdown.	0-5	20	

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CITY OF FAIRBANKS ENGINEERING DEPARTMENT

DOWNTOWN RIVERSCAPE IMPROVMENTS PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, made at Fairbanks, Alaska, this (XX) DAY of	f MONTH YEAR, by and between the City of
Fairbanks, a municipal corporation of the State of Alaska, hereinafte	er referred to as the "City," and
of	, hereinafter referred to as "Consultant."
WHEREAS the City has requested bids for professional consulting s	services for engineering expertise on the
requisite specifications for the DOWNTOWN RIVERSCAPE IMPR	OVMENTS RFP-24-25.

NOW, THEREFORE, the City and Consultant mutually agree as follows:

- 1. <u>Scope of Services</u>. The <u>SCOPE OF WORK</u> will be set forth in the scope of services which is attached to and made a part of this contract from the CITY OF FAIRBANKS, REQUEST FOR PROPOSALS, DOWNTOWN RIVERSCAPE IMPROVMENTS RFP-24-25, (Attachment A).
- Compensation. The City agrees to compensate the Consultant at Consultant's individual hourly rates times the number of hours worked for all services necessary to perform all <u>TASKED</u>
 <u>DELIVERABLES</u> within the <u>TASKED DELIVERABLES SCHEDULED DATES</u> listed in Attachment A for the total contract price of \$X,XXX.XX (XX thousand XX hundred and XX dollars and XX cents).
- 3. <u>Time Required to Perform the Scope of Services</u>. Consultant agrees to begin work immediately following the date of written notice to proceed by the City and according to the terms described in Attachment A as the <u>TASKED DELIVERABLES SCHEDULED DATES</u>. Such work shall be conducted in accordance with the schedule described in Attachment A.
- 4. <u>Project Organization</u>. This project shall be the direct responsibility of the Consultant's Principal, NAME, who will participate in key elements of the project.
- 5. <u>Contract Administration</u>. Consultant shall be responsible to, and under the control of, the City Engineer, Robert Pristash, P.E., in the performance of its obligations under this agreement. Consultant shall communicate with the City through John O'Brien as manager of the project for the City.
- 6. <u>Delegation/Assignment</u>. The services and duties to be performed by Consultant are mutually agreed to be unique and personal, and neither party shall assign rights nor delegate any duties under this agreement without the written consent of the other.
- 7. <u>Equal Opportunity Employers</u>. The City and Consultant are both Equal Opportunity Employers and, as such, agree they will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation or gender identity or expression, age, marital status, pregnancy, parenthood, physical or mental handicap, or political affiliation.
- 8. <u>Termination</u>. The obligation to provide further services under this agreement may be terminated,

- (a) by the City with or without cause upon seven (7) days' notice to Consultant and, (b) by Consultant for cause upon seven (7) days written notice to the City. In the event of termination by the City for cause, Consultant will be paid for services rendered and expenses incurred as of the date of notification. In the event of termination by Consultant for cause or by the City without cause, Consultant will be paid for services rendered and expenses incurred as of the date of notification plus reasonable demobilization expenses not to exceed ten percent (10%) of the portion of the ceiling or lump sum price allocated to the task or phase in progress when termination occurs. In such case, Consultant shall provide to the City any partially completed information, data, results, computations preliminary information, draft reports or similar partially completed work which are in the possession of Consultant and for which Consultant claims any payment from the City. City acknowledges it may not treat such partially completed work as final. In no case will the total compensation exceed the total ceiling price in effect at the time of termination unless mutually agreed in writing.
- 9. <u>Jurisdiction: Choice of Law.</u> Any civil action arising from this contract shall be brought in the Superior Court, Fourth Judicial District, for the State of Alaska, at Fairbanks, or in the United States District Court, for the District of Alaska at Fairbanks. The law of the State of Alaska shall govern the rights and duties of the parties under this contract.
- 10. <u>Entire Agreement</u>. This contract and any writings incorporated by reference herein embody the entire agreement of the parties. This contract shall supersede all previous communications, representations or agreements, whether oral or written, between parties.

CONSULTANT FIRM:		CITY OF FAIRBANKS:			
By:	PROJECT MANAGER	By:	David Pruhs		
Title:		Title:	Mayor		
Date:		Date:			
APPROVED AS TO FORM:		APPR	APPROVED AS TO CONTENT:		
By:	Thomas Chard	By:	Robert Pristash, P.E.		
Title:	City Attorney	Title:	City Engineer		
Date:		Date:			

