

# CITY OF HOUSTON

RFP #02-2023 - PW 0822



Design and Engineering and the Hydrologic and Hydraulic Study for Reconstruction of Nine Flood Damaged Roads

## Request for Proposals (“RFP”)

**ISSUE DATE:** June 25, 2023

**DUE DATE:** **5:00 p.m.** on **July 17, 2023** (“Submission Deadline”)

**INSTRUCTIONS:** Proposers must submit two paper copies of their complete proposal and one electronic copy (on a flash drive) of their proposal in a sealed envelope in person, via mail or courier. Please write the proposer’s name, phone number and email address on the outside of the sealed envelope.

**SUBMIT TO:** Physical Address City of Houston, 13878 W. Armstrong Road, Houston, Alaska, 99694  
Mailing Address City of Houston, PO Box 940027, Houston, Alaska, 99694

**CONTACT INFO:** Questions concerning this RFP must be sent by e-mail to the contacts listed below no later than **11:00 a.m.** on **July 10, 2023**. Questions will be answered collectively, in the form of a Letter of Clarification, and made available online.

Rebecca Rein, City of Houston Clerk [clerk@houston-ak.gov](mailto:clerk@houston-ak.gov)

**OVERVIEW.** City of Houston requests proposals from experienced engineering firms with the ability to assist the city assessment of flood damage and the design of the flood damaged reconstruction of nine roads necessary to meet all the Mat-Su Borough Permitting and reconstruction requirements.

In August 2022 floodwater resulting from excessive quantity of rain and dead fall trees blocking the flow at the bridge at Parks Highway cause extensive flooding and road damage on 10 roads. Nine of the flood damaged roads will be addressed by this RFP.

City of Houston damage roads are in the Mat-Su Borough Flood plain which is required to address the risk of future flooding as required by the Floodplain Administrator Matanuska-Susitna Borough Planning Department and has identified a need for an experienced engineering firm(s) to identify the methods to prevent or reduce future flooding failures. The firm selected will assist City of Houston in the preparation of Construction Documents to reconstruct the nine damaged roads in this RFP coordinated with the Alaska Division of Homeland Security and Emergency Management and Floodplain Administrator Matanuska-Susitna Borough Planning Department.

Potential proposers are advised that the contract resulting from the RFP will be a professional services contract. This RFP is **not** for construction work.

## **SCOPE OF SERVICES.**

City of Houston, Alaska seeks to engage an engineering firm or firms with previous flood mitigation experience in Houston to provide analysis, engineering, hydrologic and hydraulic study, and support services, including the following tasks:

- a. Identify as-built of original road construction, coordinate with the Mat-Su Borough on latest requirements to reconstruct roads in flood zone area.
- b. Evaluate the damage of the following nine roads and compile damage to be presented to Alaska Division of Homeland Security and Emergency Management for approval of reconstruction of the following (9) nine roads.
  1. Maid Marion
  2. Wilderness cir.
  3. No Name Hill
  4. Paydirt
  5. Round Table
  6. Little John
  7. Robin Hood-Round Table - intersection
  8. Robin Hood-Little John - intersection
  9. Rainee- Paydirt - intersection
- c. Preparation of contract documents, including review of drawings and specifications.
- d. Reviewing questions received from potential contractors during the bidding process.
- e. Providing recommendations on construction feasibility, availability of materials and labor, time requirements for installation and construction, and factors related to cost.
- f. Project oversight through construction completion.
- g. Value engineering assistance and best construction practices coordinated with Taunnie L. Boothby, CFM, Planner II/Floodplain Administrator Matanuska-Susitna Borough Planning Department – Permit requirements and construction protective measures.
- h. Project worksheet and other pertinent report preparation, review, content recommendations, and hazard mitigation proposals required for reimbursement by FEMA, Alaska Division of Homeland Security and Emergency Management, and any other applicable agency.
- i. Regular meetings with the City of Houston staff and construction contractors.
- j. Reviewing, reconciling, and validating payment applications and invoices from third-party construction contractors, and engineers.

PROPOSAL FORMAT. Proposers are asked to include all the following information in their proposal:

- a. Transmittal Letter: Briefly summarizing the proposer's understanding of the work to be completed signed by a person authorized to make representations on behalf of the firm, including a direct phone number and email address.
- b. Project Team: A seasoned team is an essential element of a successful proposal. Please identify the essential personnel who would be assigned to work with the City and provide a summary of their qualifications and experience.
- c. Experience: The proposer selected must have substantial experience in disaster-recovery projects. Please discuss (no more than) three completed projects that were completed by members of the Project Team and are comparable, in scope and complexity, to the requirements of this solicitation. Provide references for each project.

Proposals should be organized, clear and concise. Proposers are asked to avoid excessive graphics, title pages, or other information other than requested in this Proposal Format section.

EVALUATION. The City of Houston will review and rank every proposal received in response to this RFP based on the following weighted criteria: Transmittal Letter (15%); Project Team (25%); Experience (25%); Pricing (35%).

The City of Houston reserves the right to select or reject all or part of any proposal, waive minor technicalities, and select proposals in the manner and to the extent that they serve the best interests of City of Houston. This RFP does not commit the City of Houston to award a contract, issue a purchase order, or to pay any costs incurred in the preparation of a proposal in response to this RFP. The City of Houston reserves the right to request oral interviews, proposal clarifications/additional information, and/or best-and-final offers from some or all proposers prior to making a final selection.

FORM OF AGREEMENT. By submitting a proposal, each proposer agrees, if selected by the Ballet to perform services, to enter into an agreement which shall include, but not be limited to, the Material Contract Terms and Conditions attached as Exhibit "A". If a proposer takes exception to any portion of such terms and conditions, then such proposer must submit a list of such exceptions as part of its transmittal letter in response.

LETTERS OF CLARIFICATION. Any notices or revisions to be incorporated into this RFP will be confirmed in a written letter to all potential respondents ("Letter of Clarification") prior to the Submission Deadline. When issued by the City of Houston, Letters of Clarification automatically become part of this RFP and shall supersede any previous specifications or provisions in conflict therewith. By submitting a proposal, proposers shall be deemed to have received all Letters of Clarification and to have incorporated them into their proposal. Verbal responses will not otherwise alter the specifications, terms, and conditions as stated herein.

PRE-PROPOSAL CONFERENCE. A pre-proposal conference will not be held as part of this RFP.

EXHIBIT A  
Flood Mitigation Engineering Services Terms & Conditions

Term. The term of this Agreement is four calendar months from the date the Agreement is countersigned by The City of Houston. The term may be extended for up to 90 calendar days in a writing signed by both parties identifying the scope of services required by The City of Houston and a reasonable, mutually agreed fee, to be calculated in good faith a manner substantially similar to the method used to determine the fee under this Agreement.

Insurance. With no intent to limit Contractor's liability under the indemnification provisions, Contractor shall provide and maintain, and shall require its contractors and subcontractors to maintain, from the Effective Date, until final completion of all work related hereto, the following insurance and available limits of liability.

Commercial General Liability Including contractual liability, bodily injury/death, property damage, and personal and advertising injury with limits of at least \$1,000,000 each occurrence and \$2,000,000 aggregate.

Automobile Liability	Combined single limit of \$1,000,000
Workers' Compensation	Statutory limits for Workers' Compensation
Employer's Liability	Limits of \$1,000,000 for each accident, disease limits of \$1,000,000 per policy and \$1,000,000 per employee

Errors and Omissions \$ 1,000,000

The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Alaska or have a Best's rating of at least A- and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide, Property-Casualty United States.

Insurance Endorsements. Each policy, except those for Workers' Compensation and Employer's Liability, must include an additional insured endorsement in favor of THE CITY OF HOUSTON on the original policy and all renewals or replacements during the term of this Agreement. Each policy must contain an endorsement approved by THE CITY OF HOUSTON waiving any claim or right in the nature of subrogation. Each policy hereunder, except Workers' Compensation insurance, shall be primary insurance to any other insurance available to the Additional Insured with respect to claims arising hereunder.

Release. CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY OF HOUSTON AND THEIR AGENTS, EMPLOYEES, OFFICERS, AND DIRECTORS FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE BY CONTRACTOR

UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LIABILITY FOR DAMAGES OR OTHER RELIEF ARISING UNDER FEDERAL OR STATE EMPLOYMENT LAWS RELATING TO OR INVOLVING PERSONNEL EMPLOYED BY CONTRACTOR UNDER THIS AGREEMENT.

Indemnification. CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY OF HOUSTON AND THEIR AGENTS, EMPLOYEES, OFFICERS, AND DIRECTORS (COLLECTIVELY "INDEMNITEES") HARMLESS FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, BY REASON OF COPYRIGHT INFRINGEMENT, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO THE ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF CONTRACTOR UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LIABILITY FOR DAMAGES OR OTHER RELIEF ARISING UNDER FEDERAL OR STATE EMPLOYMENT LAWS RELATING TO OR INVOLVING PERSONNEL EMPLOYED BY CONTRACTOR UNDER THIS AGREEMENT. CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE INDEMNITEES HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR DOES NOT INDEMNIFY THE INDEMNITEES FOR THEIR SOLE NEGLIGENCE. CONTRACTOR SHALL CAUSE ITS CONTRACTORS AND SUBCONTRACTORS TO RELEASE AND INDEMNIFY THE INDEMNITEES TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE INDEMNITEES.

Indemnification Procedures. If the City of Houston or Contractor receives notice of any claim or circumstances, which could give rise to an indemnified loss, then the receiving party shall give written notice to the other party within 30 calendar days. The notice must include a description of the indemnification event in reasonable detail, the basis on which indemnification may be due, and the anticipated amount of the indemnified loss. Such notice does not prevent the City of Houston from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City of Houston does not provide this notice within the 30-day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay. The contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to The City of Houston. Contractor shall then control the defense and any negotiations to settle the claim. Within 10 calendar days after receiving written notice of the indemnification request, Contractor must advise the City of Houston as to whether or not it will defend the claim. If Contractor does not assume the defense, then the City of Houston shall assume and control the defense, and all defense expenses constitute an indemnification loss. If Contractor elects to defend the claim, then the City of Houston may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor may settle the claim without the consent or agreement of The City of Houston, unless it

- (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnitees to comply with restrictions or limitations that adversely affect the Indemnitees,
- (ii) would require the Indemnitees to pay amounts that Contractor does not fund in full,
- (iii) would not result in the Indemnitees' full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

Termination for Cause. Either party may terminate its performance under this Agreement if the other party defaults and fails to cure the default after receiving notice of it. Default occurs if a party fails to perform one or more of its material duties under this Agreement. If a default occurs, then the injured party shall deliver a written notice to the defaulting party describing the default and the proposed termination date. The date must be at least 30 calendar days after receipt of the notice. The injured party, at its sole option, may extend the proposed termination date to a later date. If the defaulting party cures the default before the proposed termination date, then the proposed termination is ineffective. If the defaulting party does not cure the default before the proposed termination date, then the injured party may terminate this Agreement on the termination date.

Termination for Convenience. The City of Houston may terminate this Agreement at any time by giving 30 calendar days' written notice to Contractor. The City of Houston right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future. On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this agreement up to the termination date. The City of Houston shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed herein. TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S EXCLUSIVE REMEDIES FOR THE CITY OF HOUSTON TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED HEREIN), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY OF HOUSTON TERMINATION FOR CONVENIENCE.

The contractor shall disclose to The City of Houston the manner and extent to which it has made good faith efforts to achieve such goal and submit reports on forms provided by Houston with each invoice, or as directed by the City of Houston.

Force Majeure. Timely performance by both parties is essential to this Agreement. However, neither party will be liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. For purposes of this Agreement, Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders and the acts of superior governmental or military authority. This relief is not applicable unless the affected party does the following: uses due diligence to remove the

Force Majeure as quickly as possible; provides the other party with prompt written notice of the cause and its anticipated effect; and provides the other party with written notice describing the actual delay or non-performance incurred within 10 calendar days after the Force Majeure ceases. If the Force Majeure continues for more than 30 calendar days, then either party may terminate this Agreement by giving 15 calendar days' written notice to the other party; such termination is not a default or breach of this Agreement.

Inspections and Audits. Contractor grants Houston Ballet, the Federal Emergency Management Association, the Texas Department of Emergency Management, and the Comptroller General of the United States, including any of their authorized representatives, the right to examine and review Contractor's books, records and billing documents which are related to performance,

payment, or compliance under this Agreement. Contractor shall maintain such books, records, and billing documents for 3 years after the cessation of Contractor's services under this Agreement. Nothing in this Section shall affect the time for bringing a cause of action or the applicable statute of limitations.

**Ownership of Documents.** Contractor shall grant and assign and hereby does grant and assign to THE CITY OF HOUSTON all right, title, interest, and full ownership worldwide inland to all Instruments of Service, including any modifications or improvements thereto, that are developed, written or produced by Contractor, its agents, employees, contractors and subcontractors for The City of Houston pursuant to this Agreement. Contractor shall execute all documents required by the City of Houston to further evidence such assignment and ownership.

Contractor shall cooperate with the City of Houston in registering, creating, or enforcing any copyrights or other possessory or proprietary rights arising hereunder. As used herein, the term "Instruments of Service" includes all representations, in any medium, of the tangible and intangible creative work performed by Contractor including, without limitation, reports, studies, conceptual designs, surveys, specifications, drawings, photographs, videos, graphics, specifications, and other similar materials.

**Non-Waiver.** Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring because of any future default or failure of performance.

**Notices.** All notices required or permitted hereunder shall be in writing and shall be deemed received when actually received or if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the other party at the address prescribed in the preamble hereof or at such other address as the receiving party may have theretofore prescribed by notice to the sending party.

**Independent Contractor.** The relationship of Contractor to The City of Houston shall be that of an independent contractor. Contractor has the authority to select the means, methods, and manner of providing services subject to the terms, conditions, and specifications in this Agreement.

No principal/agent, partnership, joint venture, joint employer, or other relationship, other than an independent contractor relationship, is created or intended by this Agreement. Venue. Litigation in connection with this Agreement shall be in a court of competent jurisdiction in Anchorage, Alaska.

**Survival and Severability.** Contractor shall remain obligated to the City of Houston under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of the term of this Agreement. Each and every agreement contained in this Agreement is, and shall be construed as, a separate and independent agreement. If any provision of this Agreement should be held to be invalid or unenforceable, then the validity and enforceability of the remaining provisions of this Agreement to another person or circumstance shall not be affected thereby.



Equal Opportunity. Contractor shall comply with the applicable Equal Opportunity Clause required by the U.S. Federal Government, and State of Alaska including but not limited to the provisions of 41 CFR § 60-1.4(b). These provisions are inclusive of any amendments which may be made to such regulations. Further, Vendor shall include the summary of the provisions of 41 CFR § 60-1.4(b), as may be amended, in subcontracts it enters into under this Agreement.

Environmental Compliance. Contractor shall comply with all applicable standards, ordered, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.). Contractor shall report all violations to the Texas Division of Emergency Management, FEMA, and the regional office of the Environmental Protection Agency. Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201 et seq.). Contractor shall include the requirements of this section in each subcontract exceeding \$150,000.

Copeland Anti-Kickback Act. Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. §3145 and the requirements of 29 C.F.R. part 2 as may be applicable, which are incorporated in this Agreement by this reference. Contractor shall insert in any subcontracts the foregoing clause and such other clauses as the FEMA may by appropriate instructions required, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with such contract clauses.