

# City and Borough of Wrangell, Alaska



REQUEST FOR QUALIFICATIONS

**WATER MAINS REPLACEMENT**

# **CITY AND BOROUGH OF WRANGELL REQUEST FOR QUALIFICATIONS WATER MAINS REPLACEMENT**

**SCOPE OF SERVICES:** The City and Borough of Wrangell, Alaska (“CBW” and “Borough”) hereby invites qualified firms (“Firm” or “Consultant”) to submit Proposals for engineering design services for the Water Mains Replacement project.

The scope of work includes engineering design and construction phase services. The scope of the project is to design the replacement of approximately 1,900' of water lines and services. The Consultant will be responsible for receiving approval for replacement and upgrades from ADEC.

The successful firm will be required to submit proof of professional and business licensure, insurances, and tax certification as noted in the RFQ.

The RFQ does not commit the Borough to award a contract, nor to pay any of the costs incurred in the preparation and submission of Proposals in anticipation of a contract. The City and Borough of Wrangell reserves the right to waive irregularities and accept or reject any or all Proposals.

**PRE-PROPOSAL CONFERENCE:** A non-mandatory pre-Proposal meeting will be held in the Borough Assembly Chambers, 205 Brueger Street, at **11:00 a.m., Alaska Time on August 13, 2020**. Persons interested in submitting Proposals are encouraged to attend. Those wishing to attend by teleconference can call +1 253 215 8782, enter the Meeting ID: 882 5094 2185, followed by the Passcode: 446487 when prompted.

**QUESTIONS REGARDING THIS RFQ:** Amber Al-Haddad, Capital Facilities Director, phone 907-874-3902, aal-haddad@wrangell.com, is the point of contact for all concerns pertaining to this procurement.

**DEADLINE FOR PROPOSALS:** All proposals must be sealed and delivered in person, by courier, or by U.S. Mail postage paid, to the Borough Clerk at the address below. Proposals must be received by the Borough Clerk prior to **2:00 p.m. Alaska Time on August 27, 2020**, or such later time as may be announced by addendum to plan holders any time prior to the submittal date. Proposals will be time-stamped by the Borough Clerk to establish the official time of receipt of each Proposal. Late Proposals are not to be accepted and shall be returned unopened. Faxed or emailed Proposals are not to be accepted and will be discarded, unread.

Acknowledgement of addenda may be delivered by fax or email, and confirmation of receipt of any submitted documents is the sole responsibility of the Proposer.

Proposal documents delivered in person or by US Postal or Courier Services must be delivered to:

**If by Courier or In-Person Delivery:**

Borough Clerk  
City and Borough Wrangell  
205 Brueger Street  
Wrangell, AK 99929

**If by U.S. Postal Service:**

Borough Clerk  
City and Borough of Wrangell  
PO Box 531  
Wrangell, AK 99929

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## **1.0 GENERAL TERMS AND CONDITIONS**

### **1.1 Pre-Proposal**

Proposers should carefully examine this entire RFQ, its addenda, and all related materials and data referenced herein. Proposers shall be fully aware of the nature of the work and the conditions likely to be encountered in performing the work. This duty of full preparation falls to each Proposer. It shall be presumed that each proposer has fulfilled this duty.

### **1.2 Proposal Format**

Proposals are to be prepared in such a way as to provide a straightforward and concise delineation of the Proposer's capability to satisfy the requirements of this RFQ.

### **1.3 Proposal Development and Submittal**

Four (4) copies of the complete Proposal package shall be submitted to the City and Borough of Wrangell, with one copy of the Cost Proposal in a separate sealed envelope. Proposals shall be completely sealed in an envelope clearly marked with the company name. All Proposals submitted shall be binding upon the contractor if accepted by the Borough.

Please note that overnight delivery from the Lower 48 (Contiguous U.S.) states is generally not available to Wrangell. Proposers should anticipate a minimum of four to five days delivery time for express, priority or expedited delivery services. No allowance may be requested for miscalculation resulting in late delivery.

All materials submitted in response to this RFQ shall become the property of the City and Borough of Wrangell. One copy shall be retained for the official files of the Borough and shall become public record after award of the Contract.

Proposals are to be prepared in such a manner as to provide a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFQ. Emphasis should be concentrated on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.

This solicitation does not commit the Borough to select any Consultant for the requested services. All costs associated with the respondents' preparations, submission and oral presentations shall be the responsibility of the Proposer.

### **1.4 Signature Requirement**

Proposals must be signed by any of the following:

- An officer or other agent of a corporate vendor, if authorized to sign contracts on its behalf; or
- A member of a partnership; or
- An owner of a privately-owned vendor; or
- Other agent, if properly authorized by a power of attorney or equivalent document. The name and title of the individual(s) signing the Proposal must be clearly shown

immediately below the signature.

Such acceptable signature shall be construed as binding the submitting party to the Proposal.

#### **1.5 Questions**

Questions must be submitted in writing, via email to [aal-haddad@wrangell.com](mailto:aal-haddad@wrangell.com), no later than one week prior to the due date of the RFQ submittal.

#### **1.6 Standard Contract Language**

Attached to this RFQ is the Professional Services Agreement between Owner and Engineer, which should be carefully reviewed by Proposers, as it is the form of agreement that the CBW shall require the selected Consultant to sign in the event their Proposal is accepted.

#### **1.7 Addenda**

No oral change or interpretation of any provision contained in this RFQ is valid. Written addenda will be issued when changes, clarifications, or amendments to Proposal documents are deemed necessary by the Borough.

Proposer shall acknowledge receipt of each addendum in the space provided on the Proposal Form. Only a Proposal acknowledging receipt of all addenda may be considered responsive, unless the addendum, in the opinion of the Borough Manager, would have no material effect on the terms of the Proposal. No lobbying may be made of the Borough Manager.

#### **1.8 Modifications of Proposals**

Modifications to the Proposal prior to the bid opening, will be accepted by the Borough, and binding upon the responding firm, where the modification:

- a. Is received by the Borough at the place designated for submission of RFQ responses prior to the deadline.
- b. Is sealed in an envelope clearly stating Water Treatment Plant Improvements and the name of the responding firm.
- c. Is signed by the same individual who signed the original submittal.

Further, the modification document shall include a photocopy of each page of the original submittal, which the responding firm seeks to modify, and the respondent's signature clearly set out in ink on each page. Should there be more than one submittal modification from a responding firm, the last modification received prior to the deadline shall be opened and applied to the submittal. All earlier modifications shall be returned to the responding firm unopened.

Any modification, which fails to meet any requirement of this section, shall be rejected and the submittal shall be considered as if no modification had been attempted.

## **1.9 Late Submissions**

Proposals not received prior to the date and time specified in the RFQ, or otherwise modified by Addendum, shall not be considered and will be returned unopened after recommendation of award.

## **1.10 Withdrawal of Proposals**

At any time prior to the scheduled closing time for receipt of RFQ submittals, any responding firm may withdraw its submittal, either by appearing in person and requesting return of the Proposal or by written request, addressed to the Borough Clerk. However, a Proposal shall not be withdrawn after opening without the written consent of the Borough.

## **1.11 Proposal Acceptance Period**

It is anticipated that award will be announced within 30 calendar days of the proposal submittal date; however, all offers must be irrevocable for 60 days following the proposal submission date. The CBW is under no obligation to accept a deficient proposal or to accept any proposal if none or fewer than two are found to be acceptable. All acceptances are subject to appropriation by the Borough Assembly and grant rules.

## **1.12 Right to Reject / Award**

The Borough may reject any or all Proposals, if the Borough Manager determines that it is in the best interest of the Borough, and may waive irregularities, other than the requirements for timeliness and manual signature, if the irregularities do not affect the competitive advantage of any Proposer.

Award will be made to the most qualified Proposer, whose offer is deemed most advantageous to the Borough, all evaluation criteria considered. The Borough may choose to interview only the top-ranking firms as based on proposal review and scores. Unsuccessful offeror will be notified.

## **1.13 Time is of the Essence**

Time shall be of the essence in this contract

## **1.14 Licenses and Certification**

Proposers shall include with their Proposals copies of all licenses, certificates, registrations, and other credentials required for performance under the contract. Documentation of the same must be current and must have been issued by or under authority of the State of Alaska or, if documentation is from an outside jurisdiction, such documentation submitted must be of a form accepted as valid by the State of Alaska for performance in Alaska. Such documentation shall include, but is not limited to, a current Alaska business license for the business to be conducted, applicable professional licenses, registrations, and all necessary certificates.

## **1.15 Choice of Law and Jurisdiction**

The laws of the State of Alaska shall govern this RFQ, and any legal action brought thereon

shall be filed and adjudicated in the First Judicial District in Wrangell, Alaska.

The Borough reserves its right to litigate in all circumstances and will reject mandatory arbitration clauses.

#### **1.16 Conflicts of Interest**

No member of the governing body of the City and Borough of Wrangell or other officer, employee or agent of the Borough who exercises any functions or responsibilities in connection with the carrying out of the project shall have any personal interests, direct or indirect, in any ensuing contract as a result of this Request for Qualifications, without first disclosing his/her potential conflict of interest, by submitting a letter to the Clerk's Office establishing their "intent to do business with the Borough". The contractor for itself and its principal employees, officers, agents, directors, and shareholders further covenants that neither the contractor nor any of the listed classes of individuals has nor shall acquire any interest, direct or indirect, in the project, direct or indirect, to which the contract pertains which would conflict in any manner or degree with the performance of its work hereunder. The selected Proposer further covenants that in its performance of the contract no person having such interest shall be employed, without first disclosing his/her potential conflict.

#### **1.17 Disclosure of Proposal Contents**

The City and Borough of Wrangell, a municipal corporation and political subdivision of the State of Alaska, is subject to the Alaska Public Records Act codified at AS 40.25.100-220, and the public records provisions in the CBW Charter, section 4.5. The contents of Proposals submitted in response to this RFQ will be kept confidential until the top ranked Proposer is announced. Immediately following announcement, all Proposals become public information. Trade secrets and other proprietary data contained in a Proposal may be held confidential, to the extent allowed by law, by the Purchasing Officer, upon request in writing by a Proposer and proper marking in the proposal. Material considered confidential by the Proposer must be clearly identified and marked (page, section, etc.) by the Proposer, and the Proposer must include a brief statement that sets out the reasons for confidentiality. Marking the entire Proposal confidential is not acceptable and may be cause for the Borough to reject your Proposal as non-responsive.

#### **1.18 Freedom of Information Act**

The City and Borough of Wrangell is responsible for meeting Freedom of Information Act (FOIA), Title 5 of the United States Code, Section 522 (5 U.S.C. §522) (Public Law 89-554), requirements regarding its records. The regulations governing the U.S. Department of Commerce under 15 C.F.R. part 4 set forth the requirements and procedures that recipients of federal funding must follow to make the requested material, information, and records publicly available. Unless prohibited by law and to the extent required under the FOIA, contents of applications and other information submitted by the Consultant may be released in response to a written request for federal records that cites FOIA.

## 2.0 **SPECIAL CONDITIONS**

### 2.1 Goals for Women and Minorities in Construction

Department of Labor regulations set forth in 41 C.F.R. § 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts more than \$10,000. The Recipient shall comply with these regulations and shall obtain compliance with 41 C.F.R. § 60-4 from contractors and subcontractors employed in the completion of the Project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. § 60-4. The goal for the participation of women in each trade area shall be as follows: From April 1, 1981, until further notice: 6.9 percent.

A list of currently approved Minority or Disadvantaged Women Business Enterprise contractors may be obtained by contacting:

Office of Equal Opportunity  
632 W. Sixth Avenue, Suite 620  
P.O. Box 196650  
Anchorage, AK 99519-6650  
907-343-4895

### 2.2 American Iron and Steel (AIS)

Section 436 of the Consolidated Appropriations Act requires State Revolving Loan Fund assistance recipients apply the American Iron and Steel (AIS) regulation to all projects for construction, alteration, maintenance, or repair of a public water system or treatment works. This act applies the American Iron and Steel requirement to this project. All iron and steel products used in this project must be produced in the United States. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

### 2.3 Prevailing Wage Responsibility.

The Alaska Little Davis-Bacon Act, AS Title 36 and all other mandatory Prevailing Wage and Fringe Benefits rules, regulations, and requirements, as applicable by law, are applicable to this project under the construction engineering element.

### 2.4 Archeological and Historical Resources

If during investigative activities or construction of the project, historical and archeological resources, including burial grounds and artifacts are discovered, all work shall immediately cease in the area until contact is made with the State Historic Preservation Officer. SHPO's instruction for the preservation of resources must be followed.

## 3.0 **INTRODUCTION AND SCOPE OF WORK**

The Borough makes no warranties regarding the completeness of this document, its attachments, or this Section 3 Scope of Work, nor does the Borough make any other



warranties regarding the work to be performed, the site, or any other conditions or circumstances which exist or may arise.

### 3.1 Purpose

The City and Borough of Wrangell is soliciting Proposals from qualified firms to provide engineering design services for the Wrangell Water Mains Replacement project, located in Wrangell, Alaska. Based on a mutually agreed upon program and budget, the Consultant's basic services shall consist of the duties associated with a phased design system for engineering design phase services and construction phase management and inspection services.

### 3.2 Background and Project Description

The overall objectives of the project include the following:

- a. Identify routes for the replacement distribution water mains. It is anticipated that the new distribution mains will be placed within proximity to the existing distribution mains in their respective public road rights-of-way and will extend into their adjacent roadways to make the connection to the associated transmission line.
- b. Design and permit the replacement lines. The new water distribution mains will be designed to meet the transmission capacity for the area it serves and shall meet current Local, State and Federal regulations. A minimal amount of water modeling may be required to satisfy the permitting requirements, but large-scale modeling is not anticipated for the new design. Various tie ins and service connection transfers between the existing and new lines will be necessary. Preparation of utility easement maps will not be required since the water distribution mains are within public road rights-of-way. Surveying, engineering design, preparation of construction documents, opinion of probable costs, and bid phase services will be the responsibility of the selected Consultant.
- c. Permitting. The selected Consultant will be responsible for acquiring permits to complete the construction of the new water distribution mains. Permits may include, but may not be limited to, ADEC Approval to Construct, ADEC Approval to Operate, and ADOT ROW Utility Permits.
- d. Construction phase engineering assistance throughout the project. It is expected that the selected Consultant will perform construction administration and oversight of the project. Selected firm may be tasked with administering paperwork associated with construction, performing routine visits to the site, and preparing as-built drawings of the final construction.

Under this capital project, the City and Borough of Wrangell will replace the following four water mains and their associated appurtenances.

- Replace approximately 400 LF of 4" PVC Pipe with adequately-sized HDPE pipe in Grave Street, from Evergreen Avenue to the Grave Street dead end, and associated water services and appurtenances. Grave Street's existing roadway surface is gravel with an asphalt apron section from Evergreen Avenue.

- Replace approximately 500 LF of 6" Ductile Iron Pipe with adequately-sized HDPE pipe on Spring Street, from Evergreen Avenue to the Spring Street dead end, and associated water services and appurtenances. Replace the main line valve at the Spring / Evergreen intersection. Spring Street's existing roadway surface is gravel.
- Replace approximately 560 LF of 8" Ductile Iron Pipe with adequately-sized HDPE pipe on 5th Avenue, from Evergreen Avenue to the 5th Avenue dead end. Replace the main line valve at the 5<sup>th</sup> Avenue / Evergreen intersection and associated water services and appurtenances. 5th Avenue's existing roadway surface is gravel.
- Replace approximately 445' of 12" Ductile Iron Pipe with adequately-sized HDPE water pipe along-side the Salvation Army Church property within an existing 20' right of way (ROW) from Zimovia Highway to Case Avenue, and associated water services and appurtenances. This ROW's existing surface is vegetation.

All four water lines will be replaced with HDPE water line, of adequate size to meet peak capacity and required fire flow at the appropriate pressure. All applicable separation distances between the new water line and existing sewer lines, if applicable, shall be met. The new water lines for Grave Street, Spring Street and 5<sup>th</sup> Avenue will reconnect to the Borough's 10" Ductile Iron Pipe water main in Evergreen Avenue. The new water line for the water main alongside the Salvation Army Church property will reconnect to the water mains in Zimovia Highway and on Case Avenue. All main line transmission connections which are in paved roadways will require patching of pavement.

The City and Borough of Wrangell (CBW) has accepted both a grant and a loan from the Alaska Department of Environmental Conservation (ADEC) for the design and construction of this project. A total of \$1.2 million is available to design and reconstruct the water lines and return each roadway to their existing surface standard. All aspects of the project shall comply with the requirements of the funding agencies.

The submitted qualification statements will be used by the City and Borough of Wrangell to evaluate each interested firm by utilizing the criteria outlined in this Request for Qualifications (RFQ).

### 3.3 Scope of Work

The Consultant shall have the capability to complete the full and final engineering design, obtain required environmental and permitting approvals, and provide construction engineering and inspection services. Design work shall begin immediately following an award, and the goal is to advertise for construction by December 3, 2020.

Based on a mutually agreed upon program and budget, the Consultant's basic services shall consist of the normal duties associated with a design and construction phased project. Without limiting the creativity and thoroughness of the Consultant, the scope of work for this project shall generally include the following:

- A. Engineering design services for the replacement of portion of Wrangell's existing municipal water distribution system:

- Perform a field design survey and geotechnical investigation of the site for the purpose of determining civil engineering design for:
    - Waterline Replacement Design
    - Roadway Replacement Design
    - Traffic Control Design
  - Conduct necessary environmental and geological investigations.
  - Perform detailed design and conduct workshops with key Borough staff to review design at key stages, as proposed by Consultant.
  - Planning, designing, and engineering of the construction project. Project design is not limited to, but shall include, establishing horizontal and vertical control for the project; setting temporary benchmarks for use during construction surveying; performing design cross-sections and topographic surveys at spacing not greater than 50' along the construction centerline.
  - Consultant shall submit 35%, 65% and 95% design drawings, specifications, bid schedule and project cost estimates, in conformance with applicable federal and state requirements and applicable codes.
  - Prepare estimate of quantities to include mobilization, demolition, earthwork, water utilities work, road repair and other associated bid item summaries.
  - Preparing bidding documents.
  - Obtain necessary Permits. The Consultant shall be responsible for developing and submitting an Engineering Review Plan to ADEC for approval to make the water main replacement (ADEC Approval to Construct as well as the ADEC Approval to Operate). Owner will pay fees. A professional engineer registered in the State of Alaska must stamp all design drawings.
  - Supervising the bid advertising, conducting pre-bid meeting, issuing addenda, preparation of bid tabulation, and providing a recommendation of bids received.
- B. Construction phase management through the provision of general engineering and inspection services for the replacement of portion of Wrangell's existing municipal water distribution system. Such services will begin at the Construction Contractor's start date and shall include the following:
- Perform construction administration and inspection of the project. Selected firm will be tasked with administering paperwork associated with construction and, on-site inspections to ensure construction meets specifications.
  - Conducting the pre-construction conference and regular progress meetings.
  - Consulting with the Borough regarding construction progress and quality.
  - Construction survey, with staking, essential for project payment and completion.
  - Provide occasional on-site project observation and inspection to ensure compliance with construction documents, resolving technical and contractual issues. Respond to DCVR's.
  - Preparing inspection reports for Owner.
  - Reviewing and approving all contractor submittals, change orders, and pay requests, recommending further approval by the Borough.
  - Substantial and final inspections.
  - Preparing and managing punch list.
  - Providing reproducible plan drawings to the Borough upon project completion.
  - Conducting final inspection, testing, and commissioning of the water mains.
  - Preparing a final project report and submitting certified "as built" drawings to the

- Borough and to the required regulatory agencies.
- Preparing an operation and maintenance manual.
- Conducting a warranty walk through.

The design work is anticipated to begin as soon as possible, but no later November 20, 2020.

### 3.4 Construction Document Assemblies and Bid Opening

The Borough will provide standard front-end documents to the Consultant for using in the development of the construction documents, including: Instructions to Bidders, General Conditions, Bid Schedule, Tax Compliance Form, and Contract Forms. The Consultant will compile the Project Manual and have six (6) bidding sets published including 11" x 17" drawing sets. The Consultant shall attend and participate in a pre-bid conference for prospective bidders and assist the Borough in preparing addenda. The Borough will conduct the bid opening.

### 3.5 Deliverable Conditions

All documents for this project, including specifications, shall be in a format and on media approved by the Borough using the latest CAD and Microsoft Office Products. Upon completion, Owner shall be furnished with a CD of all documents in their original format and pdf format as well as one each 11" x 17" and 22" x 34" to scale as-built drawings. All documents shall remain the property of the Borough, and the Borough shall be entitled to editable formats of all documents generated.

### 3.6 Additional Services

Additional Services shall consist of providing any other services not included in the Consultant's basic services and must be authorized by a change order, signed by both parties, and compensated at either the rate listed in the Consultant's Fee Schedule for Additional Services or as negotiated for each additional service occurrence.

### 3.7 Timeline

Advertise for Design Proposals	June 30, 2020
Pre-Proposal meeting by teleconference	August 13, 2020
Final Questions Due	August 20, 2020
Proposals due to Borough Clerk	August 27, 2020
Assembly approval of award for design services	September 8, 2020
Intent to Award	September 9, 2020
Design Phase complete	November 20, 2020
Bid Documents complete / Construction solicitation begins	December 3, 2020

All ADEC approvals must be received prior to Notice to Proceed being given for the Construction Phase. The construction contract advertisement will be a minimum of 21 days.

#### **4.0 PROPOSAL AND SUBMISSION REQUIREMENTS**

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the Proposals be organized in the manner specified below. There is a 20-page limit for the Proposal, including resumes, licenses, and resumes.

##### **4.1 Capability to Perform**

- Provide a history of the firm, technical qualifications and areas of expertise, address of office that will manage project, length of time in business, firm's legal structure, firm's commitment to provide necessary resources to perform and complete project in a timely manner
- Briefly state your firm's understanding of the services to be performed and make a positive commitment to provide the services specified.
- List names of the persons who are authorized to make representations for your firm, their titles, address, and telephone numbers.
- The letter must be signed by a corporate officer or other individual who has the authority to bind the firm.

##### **4.2 Qualifications and Experience of the Firm**

- Detail the firm's expertise and experience in the same or similar projects and scale executed by the firm that demonstrate relevant experience.
- Provide a list of public sector clients with an emphasis on rural communities under 10,000 population for whom you have performed similar work in the past five years. Include name, address, and a phone number of a person who can be contacted regarding the firm's performance on each project.
- This experience should include working with multiple funding sources.

##### **4.3 Key Project Staff and Consultants**

- Identify key project staff with their roles within the project clearly identified, as well as those key staff for subconsultants expected to provide services on behalf of the firm.
- Identify the project manager who will be responsible for the day-to-day management of project tasks and will be the Owner's primary point of contact.
- Provide a qualification synopsis or resumes for each of the individuals referenced.
- Be specific about the proposed staff regarding experience and qualifications on projects of similar size and scope.
- The Proposal should discuss the current workload of proposed staff and the organization's ability to perform the services within the established timeline.

##### **4.4 Methodologies, Approach, Timeline**

- Provide detailed information on the firm's methodology in meeting the scope of work requirements in this RFQ, which provides interest and insight to the specific details of the project. This should consist of a detailed work plan indicating the tasks to be

accomplished, the resources that will be utilized and the timeline for completion.

- Describe overall approach to executing the project, to include any unique aspects envisioned or alternative approaches, including budget sensitivity, efficiency, completeness, pertinence of the tasks, and logic of the overall approach.

#### 4.5 Cost

Provide a cost Proposal, with a detailed breakdown by discipline and by man hours, in spreadsheet form, including estimated reimbursables. The cost Proposal portion of the submission should be submitted in a separate sealed envelope included in the sealed envelope containing the entire Proposal. Provide a Lump Sum cost for all services required in Section 3.0 (Scope of Work).

Cost will be evaluated using a ratio method after all qualitative scoring is completed. The Proposal with the lowest cost receives the maximum points allowed. All other Proposals receive a percentage of the points available based on their cost relationship to the lowest cost Proposal. The following formula will be used:

- $\text{lowest cost Proposal} / \text{cost Proposal being evaluated} \times \text{maximum points available} = \text{awarded points for Cost criteria.}$

The cost Proposal will be opened, and the cost score calculated after the scores of the other evaluation criteria have been calculated.

### 5.0 PROPOSAL EVALUATION PROCESS

#### 5.1 Evaluation Process

An evaluation committee, of not less than three people, representing the City and Borough of Wrangell will review, evaluate, score and rank Proposals, in accordance with criteria identified in this RFQ.

The City also reserves the right to request oral interviews with the highest ranked individuals or firms (short list). The purpose of the interviews with the highest ranked firms is to allow for clarification to, expansion upon, and possible refinement of, the written responses. If interviews are conducted, a maximum of three firms will be short-listed. A second score sheet, with the same categories and score points used for the first evaluation, will be used to score those firms interviewed as a second evaluation. The final recommendation for selection will be based on the total of all evaluators scores achieved on the second rating.

The evaluation committee will forward a recommendation for contract award based on points awarded. The Capital Facilities Director will review the results of the selection committee. The firm, whose Proposal is ranked highest, subject to approval by the Borough Manager, may be invited to enter final negotiations with the Borough for the purposes of contract award. The criteria to be considered during evaluations, and the associated point values, are as follows:

Capability to Perform	10	Points
Qualifications and Experience of the firm	20	Points
Key Project Staff and Subconsultants	20	Points
Methodology, Approach, Timeline	30	Points
Cost	<u>20</u>	<u>Points</u>
Total Points	100	Points

## 5.2 Qualitative Rating Factor

Firms will be ranked using the following qualitative rating factors, excluding cost, for each RFQ criteria:

- 1.0 = Outstanding
- .8 = Excellent
- .6 = Good
- .4 = Fair
- .2 = Poor
- 0.0 = Unsatisfactory

The rating factor for each criteria category, with the exception of cost, will be multiplied against the points available to determine the total points for that category.

## 6.0 SELECTION PROCESS

The Proposer with the highest total evaluation points will be invited to enter into contract negotiations with the City and Borough of Wrangell. If an agreement cannot be reached with the highest ranked Proposer, the Borough shall notify the Proposer and terminate the negotiations. If Proposals are submitted by one or more other proposers determined to be qualified, negotiations may then be conducted with such other Proposers in the order of their respective rankings. This process may continue until successful negotiations are achieved. The City and Borough of Wrangell reserves the right to reject any and all Proposals submitted.

## 7.0 APPEAL PROCESS

Any aggrieved bidder, within five days after an award of contract, may appeal to the Borough Assembly for a hearing, with notice to interested parties, for redetermination and final award in accordance with law.

**8.0 COST PROPOSAL FORM**

Payments to Consultant shall be made based upon time and expenses billed in accordance with Consultant's Cost Proposal. Design Services for each phase shall be completed for total compensation, not to exceed the Lump Sum Fees contained in Consultant's Cost Proposal. Additional Services requested will be compensated in accordance with the General Conditions of the Agreement and with the Consultant's Fee Schedule. Cost shall include all labor, expenses, overhead and profit.

Design Services

Schematic Design Phase	_____
Design Development and Construction Document Phase	_____
Construction/Estimate Documents and Bid Opening Phase	_____
Construction Administration Phase	_____
Proposed Total Lump Sum Fee	_____

Consultant acknowledges receipt of Addenda No(s). \_\_\_\_\_, and hereby represents that if awarded a contract they will enter into and execute a contract with the City of Wrangell for the Professional Services referenced in this Request for Qualifications at the compensation stated above.

By executing this Proposal, I certify that I have the authority to bind the Consultant or consulting firm or other business entity, who is submitting this Proposal.

Consultant Signature: \_\_\_\_\_

\_\_\_\_\_  
Printed Name,

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Printed Firm Name

\_\_\_\_\_  
Date:



## **9.0 AGREEMENT**

The entire Agreement between the Borough and the Consultant for the work shall be comprised of the following sections incorporated by reference:

- A. Professional Services Agreement
- B. Notice Inviting Bids
- C. Request for Qualifications solicitation document
- A. Consultant's Proposal, including Cost Proposal and Fee Schedule
- B. Insurance Certificates
- C. Addenda Numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive
- D. Change Orders which may be delivered or issued after the date of the Agreement

## **10.0 SUPPLEMENTAL DOCUMENTS**

- Professional Services Agreement between Borough and Consultant
- Vicinity and Area Maps
- Record Drawings

# City and Borough of Wrangell Professional Services Agreement

Project:  
Department/Facility:  
Contractor:  
Year:  
Contract No.:  
Account Code:

THIS AGREEMENT FOR SERVICES is made and entered into this \_\_\_\_ day of the month of \_\_\_\_\_, in the year \_\_\_\_\_, by and between the City and Borough of Wrangell, Alaska, an Alaska unified home rule borough corporation, whose address is Post Office Box 531, Wrangell, Alaska 99929, hereinafter called "BOROUGH," and the professional services provider \_\_\_\_\_, licensed and qualified to do business within the State of Alaska, whose address is \_\_\_\_\_ her einafter called "CONTRACTOR."

### Recitals:

WHEREAS, BOROUGH desires the performance, provision, and accomplishment of the work, services and materials described and set forth in Section 1 and Exhibit " \_\_\_\_\_;" and

WHEREAS, CONTRACTOR represents that it is ready, able and qualified to perform and provide, and will perform and provide, in all respects, all of the work, services, and materials and otherwise perform all of the terms, covenants, conditions and provisions of the agreement in the manner, at the times, and for the consideration hereafter provided.

NOW, THEREFORE, for and in consideration of the terms, covenants, conditions, and provisions contained herein, and/or attached and incorporated herein and made a part hereof, and for other good and valuable consideration, the parties hereto agree as follows:

### Section 1: Agreement to Perform.

BOROUGH hereby agrees to engage CONTRACTOR, and CONTRACTOR hereby agrees to perform, complete, provide and furnish, in a timely and proper manner,

and pursuant to and in accordance with all of the terms, covenants, conditions and provisions of this agreement, all of the work, services, labor and materials required to accomplish all of the following work for the project entitled: \_\_\_\_\_, as detailed in EXHIBIT “\_\_\_\_\_.”  
(attach RFP, Addenda, Scope of Work, Proposal, Etc.)

**Section 2: Time for Completion of Work.**

Upon receiving a written Notice to Proceed, CONTRACTOR shall perform the work called for in this agreement within the timeframe prescribed in Exhibit “\_\_\_\_\_.” Deviation from the prescribed timeframe shall constitute material breach of contract unless waived by the BOROUGH. CONTRACTOR shall reasonably seek waiver in advance for any anticipated deviation from the prescribed timeframe.

**Section 3: Compensation and Payment.**

(a) For and in consideration of the timely and proper performance of work authorized as provided herein, BOROUGH shall pay CONTRACTOR on the basis of Time & Expense, Not-to-Exceed \$\_\_\_\_\_ (in words) \_\_\_\_\_, as described in EXHIBIT “\_\_\_\_\_.”

(b) Failure to abide by this Not-to-Exceed amount, or the terms of EXHIBIT “\_\_\_\_\_” shall constitute material breach of contract.

(c) CONTRACTOR shall invoice the BOROUGH, monthly, the amount of CONTRACTOR’S total Time & Expense earned to date. Payment will be rendered by the BOROUGH within 30 days of receipt of invoice. Liquidated Damages, as described in Section 16 herein, shall be withheld from installment payments or final payment in the BOROUGH’S sole discretion.

**Section 4: No Additional Work.**

No claim for additional work, services or materials, not specifically and expressly requested and authorized as provided for in this agreement, or by a written amendment thereto signed by both parties, done or furnished by CONTRACTOR, will be allowed or paid by BOROUGH, and CONTRACTOR expressly waives any claim therefore.

**Section 5: CONTRACTOR’S Warranty of Adequate Qualifications.**

(a) CONTRACTOR expressly represents and warrants that it is now and shall continue to be at all times during the performance of this agreement, the holder of all required or necessary professional, business or other licenses or permits and is qualified and capable of performing all of the work covered or called for by this agreement and is

presently ready, able and willing to undertake and perform all of such work and services, and to supply all necessary materials and equipment, at the times, and in a non-negligent, professional and workmanlike manner, and pursuant to the terms, conditions and provisions, and for the compensation and payments as herein provided.

(b) CONTRACTOR further makes identical representation and warranties, as in Subsection 5(a), above, for all subcontractors under its direct or indirect control during involvement with the project.

**Section 6: Independent CONTRACTOR.**

(a) No Employment Relationship. The parties hereto expressly agree that CONTRACTOR shall be and is an “independent contractor,” as understood at law, and is not an employee or agent of BOROUGH, and is, therefore, entitled to no insurance coverage, whether worker's compensation or otherwise, and no other benefits accorded to BOROUGH'S employees. No withholding, FICA, or other taxes (whether income, sales or otherwise) or other amounts will be withheld from the payments due to CONTRACTOR, it being understood that CONTRACTOR is solely responsible therefor, provided BOROUGH shall be entitled to withhold such retainage or other amounts from any progress or other payments as have been provided for elsewhere in this agreement.

(b) No Partnership nor Authority to Bind BOROUGH. The parties agree that CONTRACTOR is an “independent contractor” and is not, and shall not be construed to be, a partner, joint venture, employee or agent of BOROUGH and shall not, and is not authorized to, enter into or make any contracts or agreements, or enter into any other understanding with any other person, corporation, partnership, joint venture, or other entity, in the name of or for the benefit of BOROUGH.

**Section 7: Breach of Contract and Termination.**

Without limiting the rights of the parties as provided elsewhere in this Agreement, this Agreement may be terminated for the reasons and in the manner as provided in this Section.

(a) Breach. In the event that CONTRACTOR is found to have materially breached this Agreement, such breach shall be remedied immediately, or the BOROUGH shall have the right to terminate pursuant to Section 7(c) “Termination for Cause” hereof.

(b) Termination for Cause. This agreement may be terminated in whole or in part in writing by BOROUGH in the event of failure by CONTRACTOR to fulfill any of the terms and conditions of this agreement upon the giving of not less than five (5)

calendar days prior written notice of intent to terminate in the manner provided in Section 14 hereof.

(c) Termination for Convenience of BOROUGH. This agreement may be terminated in whole or in part in writing by BOROUGH for BOROUGH'S convenience provided CONTRACTOR is given not less than Fourteen (14) calendar days prior written notice of intent to terminate in the manner provided in Section 14 hereof.

(d) In the event that termination is for the convenience of BOROUGH pursuant to subsection 7(d), herein, CONTRACTOR shall be paid for the services that have been actually performed in accordance with this Agreement prior to the effective time of such notice of intent to terminate and for which the CONTRACTOR has not been paid and for reimbursement of any reimbursable expenses allowable under this Agreement that were actually expended and not reimbursed prior to the effective time of such notice of intent to terminate, and BOROUGH shall not be liable or responsible for any loss of profits or any other consequential or special damages, amounts or payments, of any kind or any nature whatsoever to CONTRACTOR.

(e) Upon receipt of a termination notice, CONTRACTOR shall promptly discontinue all services and deliver or otherwise make available to BOROUGH all data, drawings, notes, specifications, reports, estimates, summaries, work in progress, and any and all other information and/or materials as may have been accumulated by CONTRACTOR in performing this agreement, whether completed or in process.

(f) LIMITATION ON DAMAGES. No other damages, whether for lost profits or otherwise, other than the amounts allowed and computed as provided for in this Section 7 shall be due or payable to CONTRACTOR in the event of termination. **THIS IS A BARGAINED FOR LIMITATION ON DAMAGES.**

**Section 8: Conflict of Interest.**

CONTRACTOR covenants, warrants, and represents that CONTRACTOR has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the subject matter or the performance of this agreement. CONTRACTOR further covenants, warrants, and represents that in the performance of this agreement, no person having any such interest shall be employed.

**Section 9: Hold Harmless and Indemnity.**

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless the BOROUGH, its elected and appointed officials, employees, and volunteers, from and against any suit, action, claim, damages, or liability of any kind and of any nature, including death, arising out of any act, error or omission or any claim of,

or liability for, negligent acts, errors, and omissions of the CONTRACTOR under this agreement. Pursuant to this section, the CONTRACTOR is not required to indemnify, defend, or hold harmless the BOROUGH for a claim of, or liability for, the independent negligent acts, errors, and omissions of the BOROUGH. If there is a claim of, or liability for, a joint negligent act, error, or omission of the CONTRACTOR and the BOROUGH, the indemnification, defense, and hold harmless obligation of this section shall be apportioned on a comparative fault basis. In this section, "CONTRACTOR" and "BOROUGH" include the employees, agents, and subcontractors who are directly responsible, respectively, to each. In this section, "independent negligent acts, errors, and omissions" means negligence other than in the BOROUGH'S selection, administration, monitoring, or controlling of the CONTRACTOR, or in approving or accepting the CONTRACTOR'S work.

**Section 10: Insurance.**

(a) CONTRACTOR shall maintain in good standing the insurance described in subsection (b) of this section. Before rendering any services under this contract, CONTRACTOR shall furnish BOROUGH a Certificate of Insurance showing proof of insurance in accordance with subsection (b) of this section in a form acceptable to BOROUGH.

(b) CONTRACTOR shall provide the following types of insurance, listed at parts 1-4 of this subsection 10(b). BOROUGH shall be named as additional insured on all insurance policies except workers' compensation and professional liability contracts, and CONTRACTOR shall provide BOROUGH with a Certificate of Insurance showing "The City and Borough of Wrangell, Alaska" as an additional insured.

(1) Workers' compensation and employer's liability coverage as required by Alaska law.

(2) Comprehensive general liability, including contractual, property damage, bodily injury, premises operations including explosion, collapse and underground; products and complete operations, broad form property damage and personal injury coverages in amounts no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

(3) Comprehensive automobile liability, bodily injury and property damage, including all owned, hired and non-owned automobiles in amounts no less than \$1,000,000 each occurrence and \$2,000,000 aggregate.

(4) Architects' or engineers' professional liability, if applicable, in the amount of \$1,000,000.

(c) Each policy of insurance required by this section shall provide for no less than thirty (30) days' advance notice to BOROUGH prior to cancellation.

(d) The failure of the CONTRACTOR to provide the proof of insurance and the Certificate showing the BOROUGH as an additional insured within thirty days of the effective date of this Agreement shall constitute a material breach of Contract.

**Section 11. Prevailing Wage Responsibility.**

(a) CONTRACTOR agrees to abide by the Federal Davis-Bacon Act of 1931, Public Law 71-798, Alaska's Little Davis-Bacon Act, AS Title 36, and all other mandatory Prevailing Wage and Fringe Benefits rules, regulations or requirements (Collective "DB Wages"), as applicable, whenever required by law.

(b) CONTRACTOR accepts responsibility to investigate when and if, under state, federal or local law, CONTRACTOR is obligated to pay DB Wages.

(i) CONTRACTOR certifies and agrees that it will comply with DB Wages.

(ii) CONTRACTOR further certifies and agrees that it will include DB Wages in any bid documents, whenever applicable and that such wages incorporated will be identified clearly such.

(iii) CONTRACTOR understands that BOROUGH may rely on its determination regarding DB wages.

(c) CONTRACTOR further agrees to indemnify and hold the Borough harmless, to the fullest extent allowable by law, for any non-compliance with DB Wages caused by CONTRACTOR, its employees, agents, directors, or subcontractors.

(d) CONTRACTOR understands that any delay or work stoppage, or diminishment in profit, or penalties caused by or incurred due to non-compliance with DB Wages is solely CONTRACTOR'S responsibility.

(e) Failure by CONTRACTOR to remedy non-compliance shall be considered Breach of Contract.

**Section 12: Assignment and Subletting Prohibited.**

(a) CONTRACTOR shall not assign, transfer, convey, pledge, hypothecate, sublet, subcontract or otherwise dispose of or encumber this agreement, or the rights thereunder, nor shall CONTRACTOR delegate any of its duties without the prior written consent of

BOROUGH. Any such attempted assignment, transfer, conveyance, pledge, hypothecation, subletting or other disposition, or the attempted assignment, disposition or delegation of duties or rights, shall be null and void and of no force or affect and shall be grounds and cause for immediate termination of this agreement without liability by and at the option of BOROUGH.

(b) The BOROUGH shall not approve any assignment to an LLC unless the CONTRACTOR personally guarantees the performance of the LLC or the members of the LLC personally guarantee the performance of the LLC.

**Section 13: Subject to Approval.**

(a) This contract is subject to review and appropriation by the Borough Assembly.

(b) Dependent upon the project nature and origin(s) of its funding, CONTRACTOR acknowledges that payment may reasonably be contingent upon approval by other boards, bodies, or legal mechanisms pursuant to applicable law and contract.

**Section 14: Equal Employment Opportunity.**

(a) CONTRACTOR shall not discriminate against any employee, applicant for employment, or subcontractor because of race, color, religion, national origin, ancestry, age, or sex. CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry, age, or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. CONTRACTOR agrees to post notices in conspicuous places available to employees and applicants for employment and to state in all solicitations for contract jobs the provisions of this nondiscrimination clause.

(b) CONTRACTOR agrees to fully cooperate with the office or agency of the State of Alaska which seeks to deal with the problem of unlawful or invidious discrimination and with all other State efforts to guarantee fair employment practices under this agreement, and CONTRACTOR will comply promptly with all request and directions from the State Commission of Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.



(c) Failure to perform any of the above agreements pertaining to equal employment opportunities shall be deemed a material breach of the contract and sufficient grounds for termination of this agreement for cause.

**Section 15: Miscellaneous Provisions.**

(a) Relationship of the Parties. Nothing herein contained shall be deemed or construed by the parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties, it being understood and agreed that neither method of computation of payment nor any other provision contained herein, nor any acts of the parties, shall be deemed to create any relationship between the parties other than the relationship of BOROUGH and an independent contractor.

(b) Terminology. Whenever herein the singular number is used, the same shall include the plural, and vice versa. Likewise, the masculine gender shall include the feminine and neuter genders.

(i) Agreement means Contract. The term Agreement and Contract shall be construed as representing substantially the same meaning whenever used in this document or its attachments. Exhibits and Attachments incorporated by reference shall be construed as part of this agreement.

(ii) “Parties” or “parties,” when used in this agreement, means the BOROUGH and CONTRACTOR, unless context demands otherwise.

(c) Nonwaiver. No delay or omission of the right to exercise any power by either party shall impair any such right or power or be construed as a waiver or any default or acquiescence therein. One or more waivers of any covenant, term, or condition of this agreement by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term, or condition. The consent or approval by either party to any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

(d) Law Applicable. The laws of the State of Alaska shall govern the construction, validity, performance, and enforcement of this agreement. The Superior Court for the State of Alaska, First Judicial District at Wrangell, Alaska, shall be the exclusive jurisdiction and venue for any and all claims of any kind and any nature arising out of or related to this Agreement in any way.

(e) Paragraph Headings. The headings of the several sections and subsections contained herein are for convenience only and do not define, limit or construe the contents of such sections and subsections.

(f) Successors and Assigns. Except as otherwise provided herein, the covenants, agreements and obligations herein contained shall extend to bind and inure to the benefit not only of the parties but also to their respective personal representatives, heirs, successors, and assigns.

(g) Compliance with Laws and Regulations. CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, comply with all of the requirements of all local, state or federal laws, ordinances or regulations now in force, or which may hereafter be in force, pertaining to this agreement or the project or work to be performed, and shall faithfully observe in the performance of this agreement all local, state and federal laws, ordinances and regulations now in force or which may hereafter be in force.

(h) Terms Construed as Covenants and Conditions. Every term and each provision of this agreement performable by CONTRACTOR shall be construed to be both a covenant and a condition.

(i) Time of the Essence. Time is of the essence as to each term, condition, covenant, and provision of this agreement.

(j) Entire Agreement. This agreement, and any schedules, appendices or exhibits attached hereto, sets forth all the covenants, promises, agreements, conditions and understandings between the parties, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth. Except as expressly provided, no contemporaneous or subsequent agreement, understanding, alteration, amendment, change or addition to this agreement, or any schedule, appendix, exhibit or attachment thereto, shall be binding upon the parties unless reduced to writing and signed by both parties. CONTRACTOR agrees and understands that no employee, representative or consultant of the BOROUGH, nor the Mayor, nor any assembly member acting alone, has any authority to verbally modify or amend this Agreement. This agreement constitutes a final, complete, and exclusive statement of the agreement between the parties.

(k) Severability. In the event any provision of this agreement is adjudicated or held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect to the greatest extent possible.

(l) Audits and Inspections. At any time during normal business hours and as often as the BOROUGH may deem necessary, there shall be made available for examination all of CONTRACTOR'S records with respect to all matters covered by this Agreement and CONTRACTOR will permit representatives of the BOROUGH to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment,

and other data relating the performance of this Agreement. Except in case of emergency, CONTRACTOR must make such records available upon five (5) days' notice. In case of emergency, CONTRACTOR must make such records available immediately upon request. In performing such audits and investigations, the BOROUGH and its representatives shall not unduly interfere with the ability of CONTRACTOR to perform his/her duties under this Agreement.

(m) Interpretation and Enforcement. This Agreement is the result of good faith, arms-length negotiations by the parties. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and agree that the normal rule of construction – to the effect that any ambiguities are to be resolved against the drafting party – shall not be employed in the interpretation of this Agreement or any exhibits or amendments to this Agreement. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

(n) Understanding. CONTRACTOR acknowledges that it has read and understands the terms of this Agreement and has had the opportunity to review the Agreement with counsel of his/her choice and is executing this Agreement of his/her own free will.

(o) No Third-Party Beneficiary. The provisions of this Agreement are and will be for the benefit of CONTRACTOR and BOROUGH only and are not for the benefit of any third party and accordingly, no third party shall have the right to enforce the provisions of this Agreement.

(p) Ownership of Documents. The BOROUGH shall retain ownership of all documents generated for this project, both editable and static forms, existing electronically, physically, or otherwise. This clause does not preclude the keeping of copies or incidental use by CONTRACTOR. This clause does require CONTRACTOR to surrender copies of all generated documents to the BOROUGH in formats reasonably requested by the BOROUGH upon request.

(q) Counterparts. This agreement may be executed in counterparts.

**Section 16: Liquidated Damages.**

Considering that time is of the essence and that time delays have been recognized by the Courts of this State to be difficult to quantify as actual damages but that compensation, in the form of Liquidated Damages, may be bargained for should time delay occur, the parties hereby agree that as liquidated damages for delay the BOROUGH shall be entitled to deduct \_\_\_\_\_ (Dollar amount or percentage), per \_\_\_\_\_ (week, period of days, month) from any payment pursuant to this Professional Services Agreement/Contract provided that the BOROUGH identify the amount deducted in its

remittance statement as Liquidated Damaged. The BOROUGH shall not unreasonably deduct these damages for delays less than one business day in total. All liquidated damages withheld or deducted shall forever be the property of the BOROUGH pursuant to state law and shall not be returned to CONTRACTOR. Under no circumstances shall these bargained for Liquidated Damages be construed as or considered a penalty of any form.

**Section 17: Notices and Electronic Delivery.**

Electronic Delivery of all documents, other than an original deed, is acceptable. All notices, demands, and requests, which may or are required to be given by either party to the other shall be in writing and given by registered or certified mail, postage prepaid, facsimile with confirmation receipt, email with read receipt enabled, or in person addressed to the other party at the respective addresses shown below, or at such other address as either party may from time to time designate in writing pursuant to this Section.

If notice is given by registered or certified mail, such notice shall be deemed to have been given or served on the third business day following the time same is deposited in the U.S. mail as aforesaid. If notice is given in person, such notice shall be deemed delivered upon personal delivery. If notice is given by facsimile or email, such notice shall be deemed to have been delivered upon confirmation of transmittal.

<u>If to the BOROUGH</u>	<u>If to the CONTRACTOR</u>
Borough Clerk	<i>Name</i>
City and Borough of Wrangell, Alaska	<i>Title</i>
P.O. Box 531	<i>Company Name</i>
Wrangell, AK 99929	<i>Address</i>
<a href="mailto:clerk@wrangell.com">clerk@wrangell.com</a>	<i>City, State, Zip Code</i>
Phone: (907) 874-2381	<i>Email</i>
Fax: (907) 874-3952	<i>Phone: (    )</i>
	<i>Fax: (    )</i>

**Section 18: Execution and Attestation.**

WHEREFORE the parties have entered into this agreement the date and year first above written.

BOROUGH:  
City and Borough of Wrangell

ATTEST:

By: \_\_\_\_\_  
Lisa Von Borgen  
Borough Manager

\_\_\_\_\_  
Kim Lane  
Borough Clerk

CONTRACTOR:

ATTEST:

By: \_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Secretary

When Assembly Approval is Required, Approved:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Stephen Prysunka, Borough Mayor

Corporate Certificate

I, \_\_\_\_\_, certify that I am the Secretary of the corporation named as CONTRACTOR in the foregoing instrument; that \_\_\_\_\_, who signed said instrument on behalf of CONTRACTOR, was then \_\_\_\_\_ of said corporation; that said instrument was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)

\_\_\_\_\_

STATE OF ALASKA                    )  
  ) ss.  
FIRST JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by Lisa Von Borgen and Stephen Prysunka, Borough Manager and Borough Mayor, respectively, of the City and Borough of Wrangell, Alaska, an Alaska municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public for Alaska  
Commission expires: \_\_\_\_\_

STATE OF ALASKA                    )  
  )ss.  
FIRST JUDICIAL DISTRICT        )

\_\_\_\_\_  
Notary Public for Alaska  
Commission expires: \_\_\_\_\_

The foregoing instrument was acknowledge before me this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, \_\_\_\_\_ of  
\_\_\_\_\_, an Alaska Corporation, on behalf of the  
corporation.



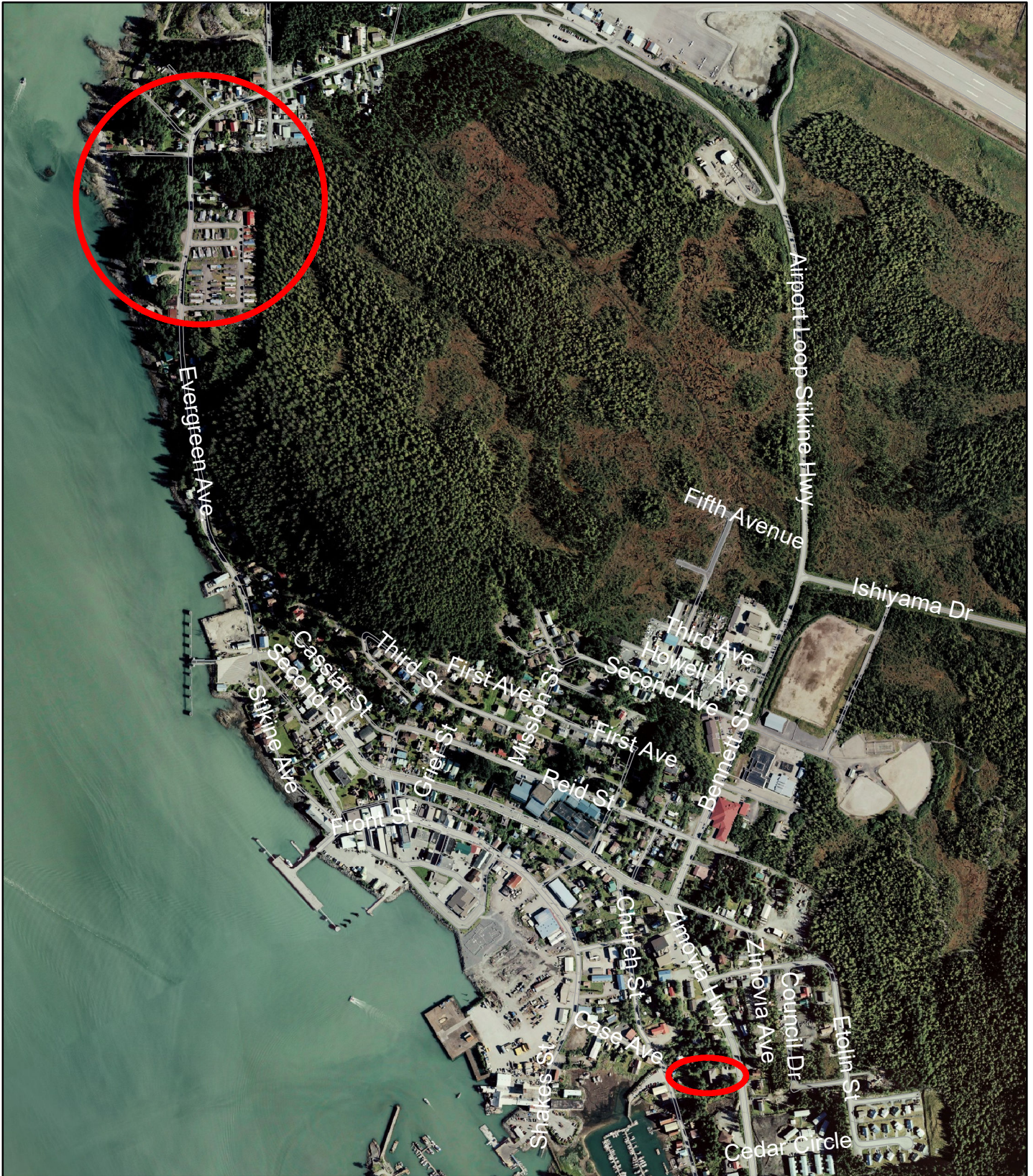
## EXHIBITS

Exhibit A:

Exhibit B:

# CITY AND BOROUGH OF WRANGELL, ALASKA

Areas of Potential Effect - See Attached Detailed Maps



Public Map



1 inch = 833.333333 feet  
Date: 7/26/2020

**DISCLAIMER: THESE MAPS ARE FOR PLANNING PURPOSES ONLY.  
PROPERTY LINES ARE APPROXIMATE.**

# CITY AND BOROUGH OF WRANGELL, ALASKA



1 inch = 333.333333 feet

DISCLAIMER: THESE MAPS ARE FOR PLANNING PURPOSES ONLY.  
PROPERTY LINES ARE APPROXIMATE. UPDATED MARCH 2013.  
AERIAL PHOTO 2002.



# CITY AND BOROUGH OF WRANGELL, ALASKA

Phase 1 Construction - Water Main Replacement



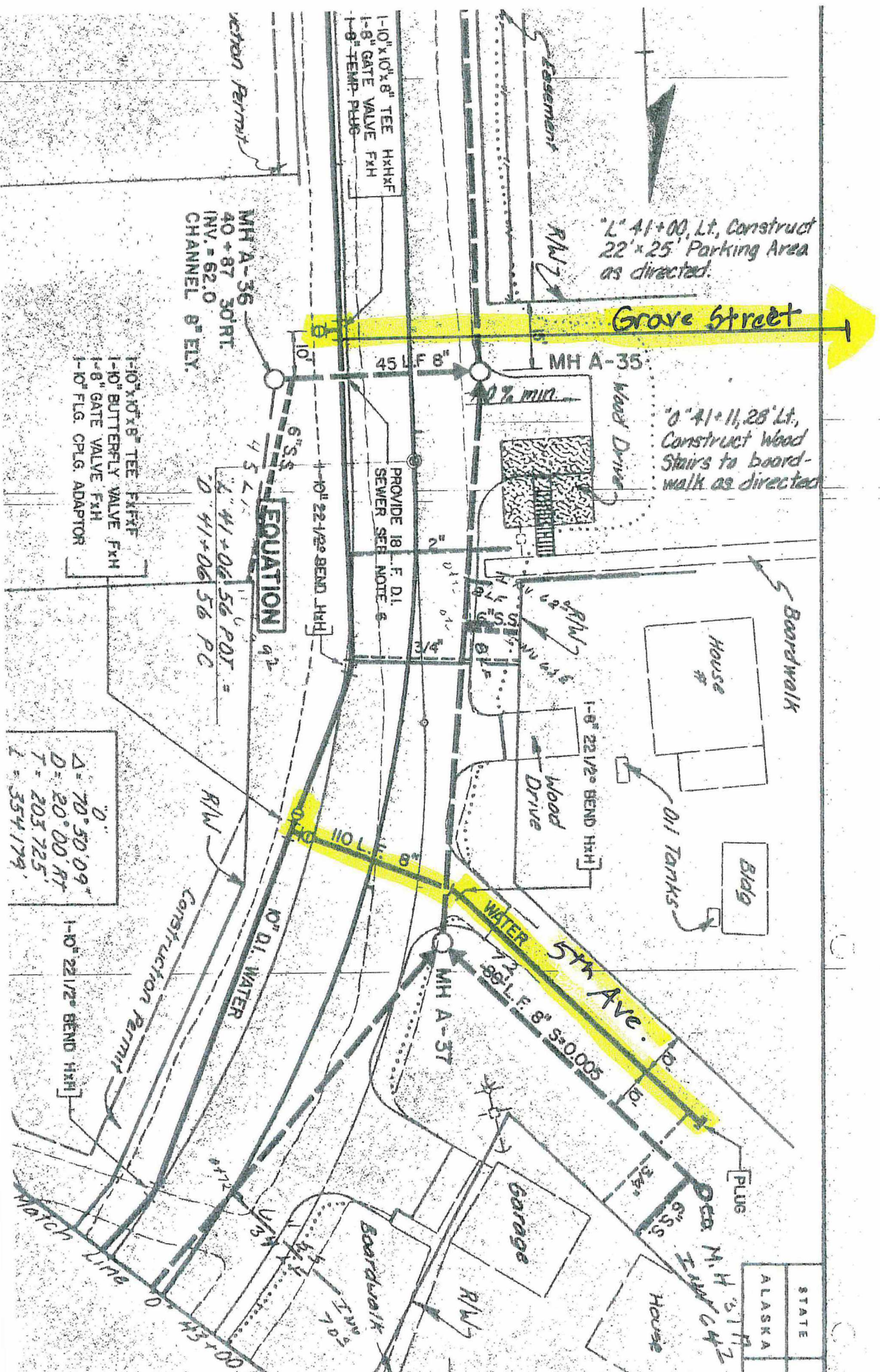
Public Map



1 inch = 145.833333 feet  
Date: 7/26/2020

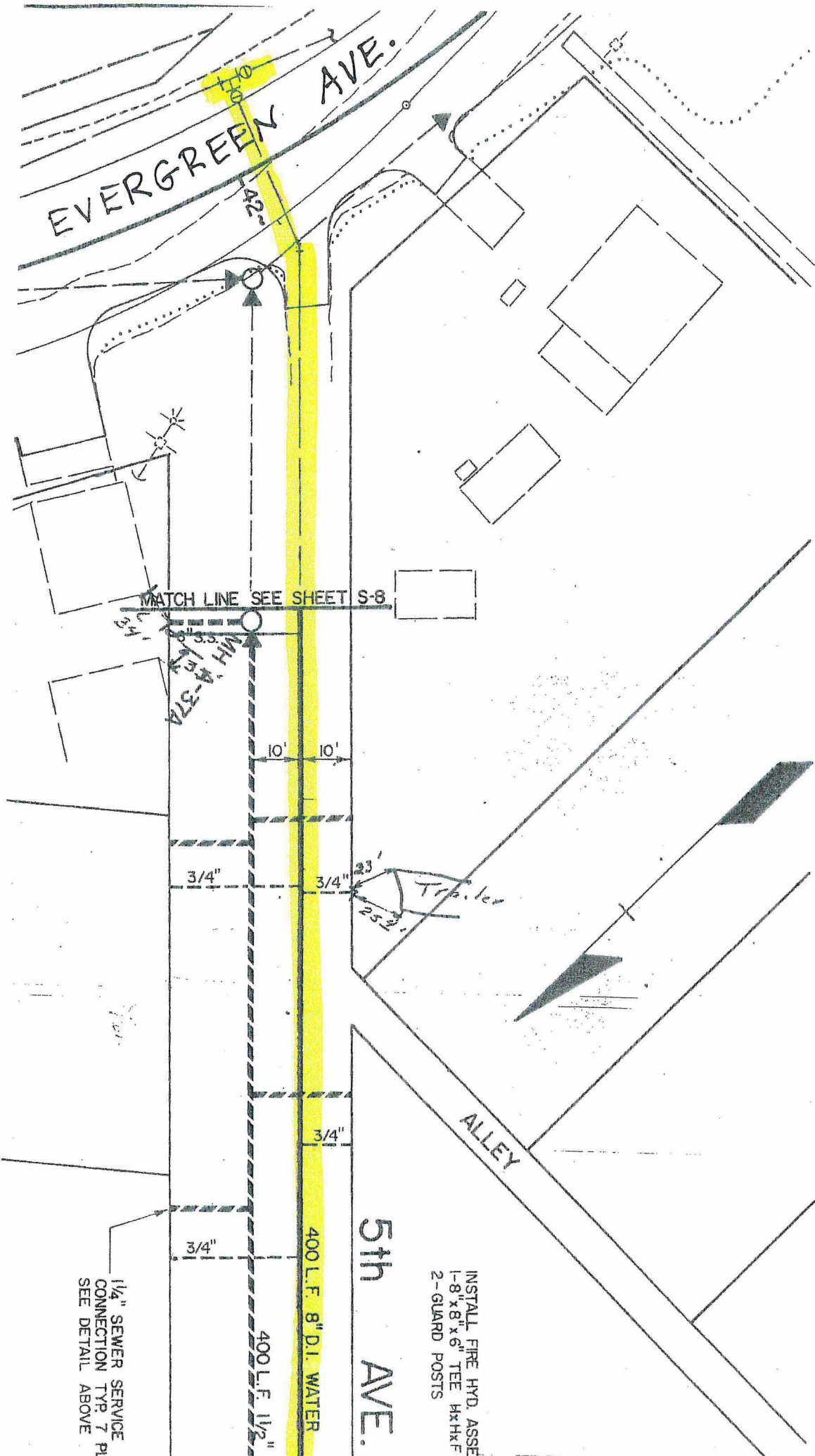
**DISCLAIMER: THESE MAPS ARE FOR PLANNING PURPOSES ONLY.  
PROPERTY LINES ARE APPROXIMATE.**

Grave Street (existing 4" PVC water line not shown)  
 Grave Street and 5th Avenue connections to Evergreen Ave. transmission line



STATE	ALASKA
-------	--------

5th Avenue - Sheet 1



Match line to →  
5th Ave. - Sheet 2

INSTALL FIRE HYD. ASSE  
1-8\"/>

1 1/4\"/>

MATCH LINE SEE SHEET S-8

WH A-37A  
3/4\"/>

ALLEY

5th AVE.

400 L.F. 8\"/>

400 L.F. 1 1/2\"/>

3/4\"/>

3/4\"/>

3/4\"/>

10' 10'

Trailer  
23'  
25'

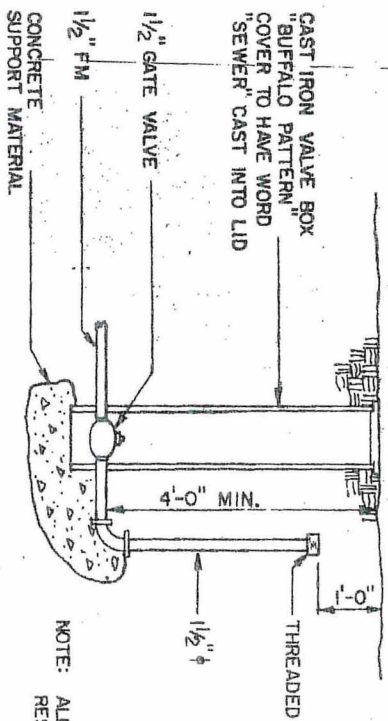
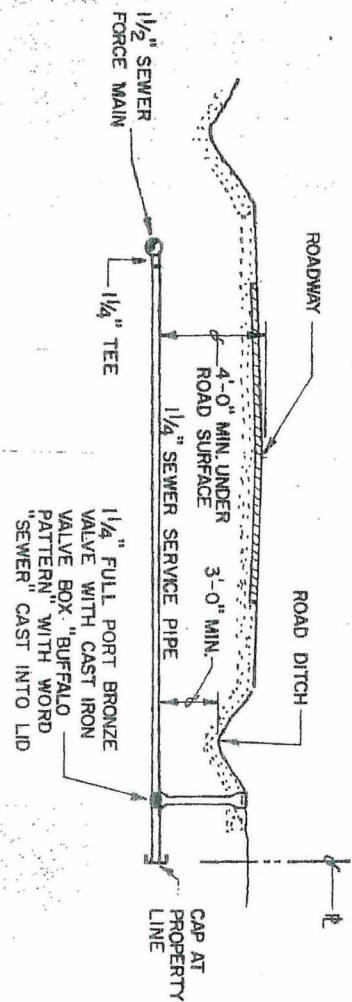
3/4\"/>

EVERGREEN AVE.

5th Avenue - Sheet 2

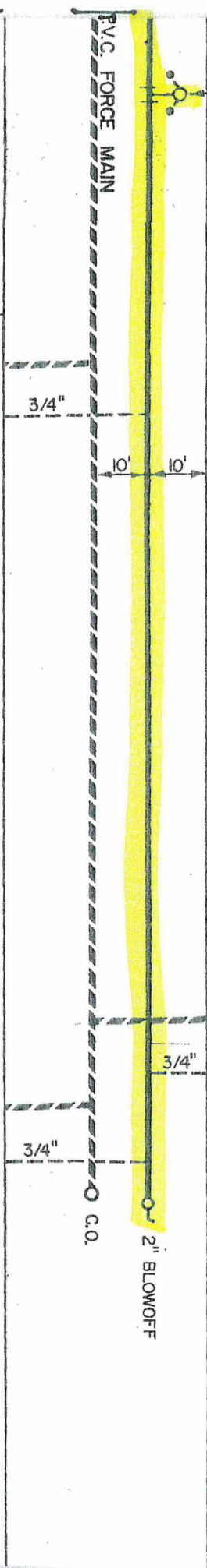
Match line to  
5th Ave. - Sheet 1

SEWER SERVICE CONNECTION  
NTS

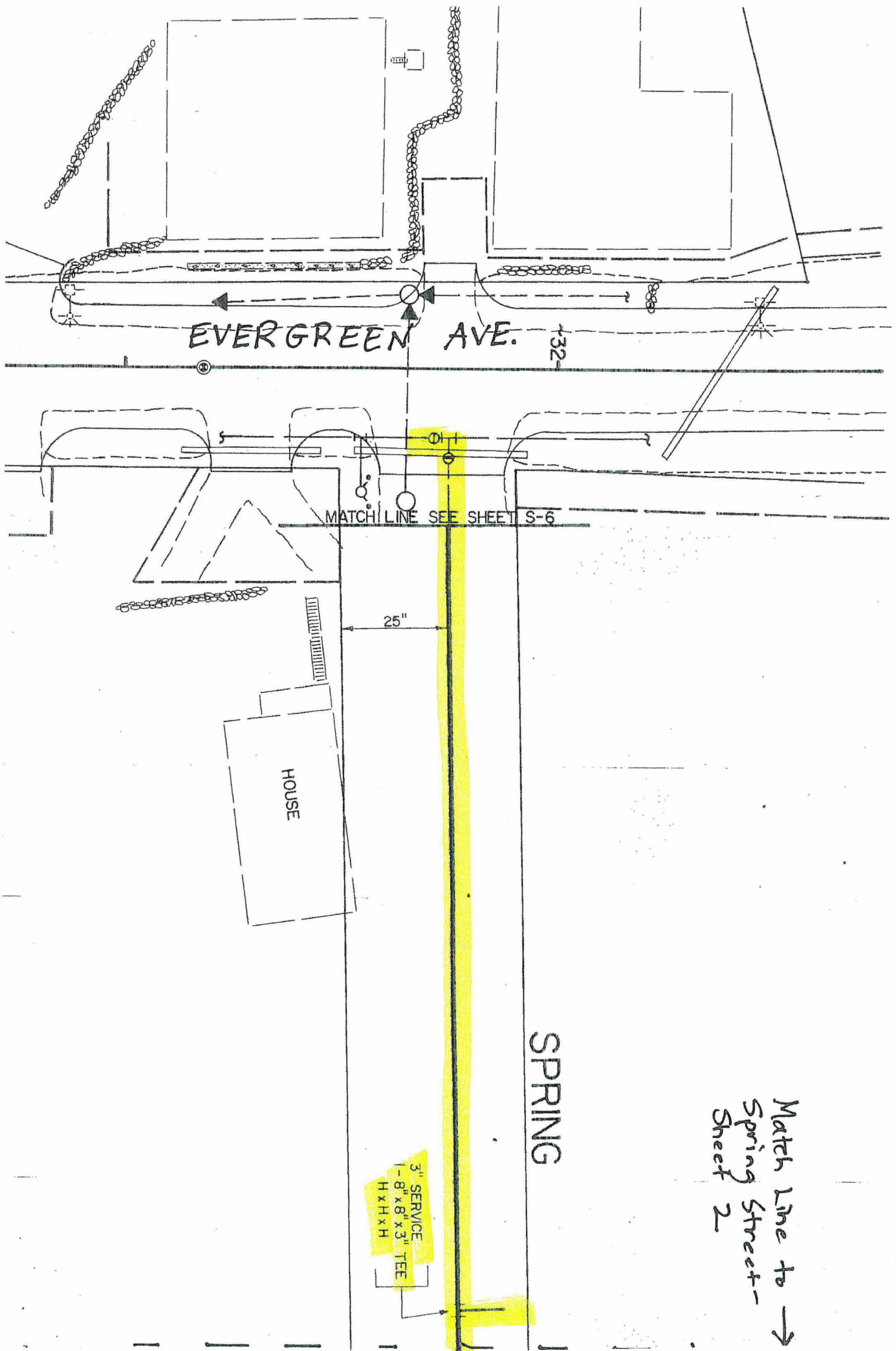


NOTE: ALL RESTRICTIONS

CLEANOUT  
NTS



Locations See  
Attached sheets



Spring Street - Sheet 1

Match line to →  
Spring Street -  
Sheet 2



# Spring Street - Sheet 2

← Match line to  
Spring Street -  
Sheet 1

ST.

425 L.F. 8" D.I. WATER

25'

INSTALL FIRE HYD. ASSEMBLY  
1-8" x 8" x 6" TEE HxHxF  
2 - GUARD POSTS

3" SERVICE  
1-8" x 8" x 3" TEE  
HxHxH

1-8" G.V. FxF  
1-8" B.F.

MERIDIAN ST.

NOTE: CONTRACTOR TO VERIFY  
LOCATIONS OF TWO EXIST.  
3" GATE VALVES FOR  
CONNECTION TO 3" SERVICES

Water Main between Zimovia Hwy and Case Avenue

