

City and Borough of Wrangell, Alaska



REQUEST FOR QUALIFICATIONS

Engineering Services for Wrangell Flume Replacement

October 2025

**CITY AND BOROUGH OF WRANGELL
REQUEST FOR QUALIFICATIONS**

**Engineering Services for
Wrangell Flume Replacement**

The City and Borough of Wrangell, Alaska (“Borough”) is soliciting Statements of Qualifications from experienced engineering firms to provide comprehensive engineering and technical services for federally funded infrastructure projects. Specifically, the Borough has or is pursuing funding through the Economic Development Administration (“EDA”) FY2025 Disaster Supplemental Grant Program grant opportunity for the Wrangell Flume Replacement.

We are seeking firms with a strong record in successfully assisting local governments with federally assisted port development and economic development projects. Services required will include, but are not limited to, Preliminary Engineering Reports (PER), condition assessment, survey, geotechnical analysis, final design, permitting, and construction administration and inspection services.

Evaluation criteria will encompass firm history, federal funds engineering experience, key personnel qualifications, current workload, proposed service scope, project references, and fee percentages.

Priority Project #1: EDA Grant Application Support for Wrangell Flume Replacement

Engineering services are being solicited to assist the City and Borough of Wrangell with developing a Preliminary Engineering Reports (PER) for the replacement of the Water Flume project. The PER, which must include an independent cost estimate and an initial environmental review, will support the Borough's grant application process under the U.S. Department of Commerce, Economic Development Administration (EDA) of the FY 2025 Disaster Supplemental (EDA-Disaster-2025) program for construction and non-construction awards to help devise and implement long term economic recovery strategies. Project Delivery and Oversight for work performed under the program must be performed in compliance with guidance provided by the EDA.

Priority Project #2: Future Contract Amendments (60-Month Period)

The Borough intends to utilize the resulting contract from this RFQ solicitation for additional project phases over a 60-month period. Those additional services will be added through a contract amendment and are related to the same infrastructure project identified in this RFQ, to advance the work identified in this RFQ. The scope of future services includes, but is not limited to, final engineering design, geotechnical investigation, surveying, environmental review, permitting, and construction administration and

inspection for follow-on work for the Wrangell Flume Replacement project.

Funding for these additional services will be executed only upon receipt of further funding for the project, with compliance to all funding source requirements, including 2 CFR 200. The completion timeline for future contract amendment work will be stipulated by the funding source(s).

AVAILABILITY OF RFQ: This Request for Qualifications, along with the current plan holder's list, is available electronically at the City and Borough website under Bids and RFPs: <https://www.wrangell.com/rfps>

QUESTIONS REGARDING RFQ AND SCOPE OF WORK: Submit questions in writing no later than three days prior to the due date of the RFQ submittal. If such date falls on a weekend or holiday, the deadline shall be the last business day before the weekend or holiday. Questions can be submitted to:

Amber Al Haddad, Capital Projects Director
City and Borough of Wrangell
Phone: 907-305-1150
Email: aal-haddad@wrangell.com

ASSURANCES: The City and Borough of Wrangell, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

PROJECT FUNDING SOURCES: Funding for the project is made through local funds for the EDA Grant Application Support.

DEADLINE FOR SUBMISSION OF PROPOSALS: All Proposals must be sealed and delivered in person, by courier, by U.S. Mail postage paid, or by email, according to Section 1.6 Proposal Development and Submission. Proposals must be received prior to **10:00 a.m. Alaska Time on November 10, 2025**, or such later time as may be announced by addendum any time prior to the submission 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 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:

In 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

If by Email:

bids@wrangell.com

This 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 Borough reserves the right to waive irregularities, at its sole discretion, and to accept or reject any or all Proposals for any reason.

TABLE OF CONTENTS

- 1.0 GENERAL TERMS AND CONDITIONS
- 2.0 SPECIAL CONDITIONS
- 3.0 LAWS, CODES, REGULATIONS, STANDARDS, AND GUIDELINES
- 4.0 INTRODUCTION AND SCOPE OF WORK
- 5.0 PROPOSAL AND SUBMISSION REQUIREMENTS
- 6.0 PROPOSAL EVALUATION PROCESS
- 7.0 SELECTION PROCESS
- 8.0 APPEAL PROCESS
- 9.0 AGREEMENT
- 10.0 PROPOSAL FORM
- 11.0 List of attached Appendices
 - Appendix A – EDA-Issued Engineering Information for PER Scope of work
 - Appendix B - EDA-issued Environmental Narrative for PER Scope of work
 - Appendix C – Existing Flume Map and Photos
 - Appendix D – Standard Professional Services Agreement between City and Borough of Wrangell and Consultant
 - Appendix E – 2 CFR 200.327 Federal Contract Provisions

1.0 GENERAL TERMS AND CONDITIONS

1.1 Intent of Specifications

- A. The City and Borough of Wrangell seeks to enter a contract with an offeror whose primary business is to provide professional design services and to complete the contract in accordance with all its terms and conditions and in compliance with all applicable laws. The scope of work is considered performance-oriented, and it is the intent of the Borough to rely on the experience and expertise of the offeror to fully appraise itself of the work required to fulfill the terms of the contract resulting from the RFQ.

1.2 Examination of Contract Documents

- A. Proposers should carefully examine this entire RFQ, its addenda, and all related instructions, materials and data contained herein. Proposers shall be fully aware of the nature of the work and the conditions likely to be encountered in performing the work. The submission of a proposal shall constitute acknowledgement that the offeror has thoroughly examined and is familiar with the solicitation documents.

1.3 Conditions of the Work

- A. Each Proposer must acquaint itself thoroughly as to the character and nature of the services to be provided to fulfill the requirements of the resulting contract. Each offeror must complete a careful examination of the existing systems, infrastructure, geographical features, and prevailing weather conditions, as applicable, and must inform itself fully as to the difficulties to be encountered in the performance of the work, the availability of a qualified workforce and other conditions related to providing the required services. No claim of ignorance of conditions that exist or hereafter may exist, or difficulties that may be encountered in the execution of the work, as a result of failures to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of a successful proposer(s) to fulfill all of the requirements of the contract documents and to complete the work for the consideration set forth therein, or as the basis for any claim whatsoever.

1.4 Not Used

1.5 Addenda

- A. 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 the RFQ document are deemed necessary by the Borough.
- B. Proposers 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.

1.6 Proposal Development and Submission

- A. Offerors may submit only one proposal for evaluation.
- B. Proposals may be submitted in one of two ways, as follows:
 - 1. Submit sealed response, including one original and one PDF file on a flash drive of the complete Statement of Qualifications, serving as the Proposal package, to the City and Borough of Wrangell. Proposals shall be completely sealed in an envelope which is clearly marked with the company name.
 - 2. Alternatively, the Statement of Qualifications response may be submitted electronically to the Wrangell Borough Clerk, at bids@wrangell.com, as a password-protected document, with the following guideline: A Statement of Qualifications response, submitted electronically, shall be emailed under a password protected document. Following the submittal deadline, the firm(s) who elect to participate electronically will be contacted for their Statement of Qualifications document password. The person from whom the Statement of Qualifications password shall be verbally provided to the Borough Clerk shall be named, along with their phone number(s), in the body of the submittal email.
- C. All Proposals submitted shall be binding upon the Consultant, if accepted by the Borough.
- D. 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.
- E. 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.
- F. 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.
- G. 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 7-10 days delivery time for express, priority or expedited delivery services. No allowance may be requested for miscalculation resulting in late delivery.

1.7 Signature Requirement

- A. All proposals, addenda, and forms must be signed. Proposals must be signed by any of the following:
 - 1. An officer or other agent of a corporate vendor, if authorized to sign contracts on its behalf; or
 - 2. A member of a partnership; or
 - 3. An owner of a privately-owned vendor; or
 - 4. 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.
- B. Such an acceptable signature shall be construed as binding the submitting party to the Proposal.

1.8 Late Submissions

- A. 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.

1.9 Alaska Business License

- A. Offerors must hold a valid Alaska business license and any necessary applicable professional licenses required by Alaska Statute as a condition of award. Offerors should contact the State of Alaska, Department of Commerce, Community and Economic Development, Division of Occupational Licensing, for information regarding business licensing. Contact information, information regarding business licensing, and business licenses, are available at <http://www.dced.state.ak.us/occ>.

1.10 Professional Licenses and Certifications

- A. Proposers shall include all professional licensing numbers, registrations, or other certifications associated with each firm and individual proposed to perform under the contract.
- B. Before a Proposal is considered for award, a Proposer will be required to submit current documentation of the same as issued by, or under authority of, the State of Alaska. 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.

1.11 Modifications of Proposals

- A. Modifications to the Proposal, prior to the proposal receipt deadline, will be accepted by the Borough, and binding upon the responding firm, where the modification:
 - 1. Is received by the Borough Clerk prior to the deadline, either by fax to number 907-874-3952 or by email to bids@wrangell.com, or is sealed in an envelope clearly stating "Statement of Qualifications for (Project Name) and the name of the responding firm.
 - 2. Is signed by the same individual who signed the original submittal.
- B. Further, the modification document shall include a copy 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.

1.12 Withdrawal of Proposals

- A. 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.

1.13 Proposal Acceptance Period

- A. It is anticipated that an award will be announced within thirty (30) calendar days of the proposal submittal date; however. 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 any applicable federal funding rules and regulations.

1.14 Right to Reject Proposals

- A. Offerors must comply with all the terms of this RFQ, and all applicable local, state, and federal laws, codes and regulations. The Borough may reject any

proposal that does not comply with all the material and substantial terms, conditions, and performance requirements of this RFQ and any proposal which contains information or material which cannot be verified or otherwise confirmed for purposes of determining responsiveness to the solicitation.

- B. The Borough reserves the right to waive informalities and minor irregularities, and/or reject all proposals, and to not award the proposed contract, if in its best interest. "Informalities and minor irregularities" means matters of form rather than substance which are evident from the submittal, or are insignificant matters that have a negligible effect on price, quantity, quality, delivery, or contractual conditions and that can be waived or corrected without prejudice to other Offerors. These include items that
1. Do not affect responsiveness;
 2. Are merely a matter of form or format;
 3. Do not change the relative standing or otherwise prejudice other offers;
 4. Do not change the meaning or scope of the RFP;
 5. Are trivial, negligible, or immaterial in nature;
 6. Do not reflect a material change in the work, or;
 7. Do not constitute a substantial reservation against a requirement or provision of the RFP.

1.15 Selection for Award

- A. Selection for award will be accomplished in accordance with the terms and conditions of this solicitation. A recommendation for award, based upon the evaluation criteria specified in this RFQ, will be made to the Wrangell Borough Assembly for approval.
- B. The Borough may award a contract on the basis of initial proposals received, without discussions. Therefore, each proposal should contain the offeror's best efforts from a technical standpoint.
- C. Any contract awarded as a result of this solicitation will incorporate the contents of this RFQ and the successful offeror's proposal, subject to the reservations set forth herein for provisions of a proposal that do not comply with material and substantial terms, conditions, and requirements of this RFQ or that impermissibly restrict the rights of the Borough. The successful Proposer will be required to execute a written contract in the form included as part of this RFQ and comply with its terms.

1.16 Invoices and Method of Payment

- A. Billings for services must be verified by a responsible representative of the Borough before payment can be made.

- B. Payments shall be made to the selected proposer within thirty (30) calendar days after the Borough receives and approves a written request for payment or invoice from the consultant. The request for payment or invoice may be submitted to the Accounts Receivable, Finance Department, City and Borough of Wrangell, PO Box 531, Wrangell, Alaska 99929.

1.17 Standard Contract Language

- A. Attached to this RFQ is a sample contract between Owner and Consultant as the Professional Services Agreement for this project. This Agreement should be carefully reviewed by Proposers, as it is the form of Agreement into which the Borough shall require the selected Consultant to enter, in the event their Proposal is accepted.

1.18 Time is of the Essence

- A. Time shall be of the essence in this contract. The schedule under which the work shall be performed is outlined in the RFQ.

1.19 Equal Employment Opportunity

- A. The Consultant certifies that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, marital status, mental or physical disability, or change in marital status, in employment, provision of services or otherwise. The Consultant shall take affirmative action to ensure such non-discrimination, including but not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Consultant shall state, in all solicitations or advertisements for employees to work in the performance of this Agreement, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, marital status, mental or physical disability, or change in marital status.
- C. The Consultant shall comply with all of the applicable laws and directives, and any regulations which may be applicable to the Project or the Agreement.
- D. The Consultant shall include the provisions of this Article in every Subcontract and purchase order and shall require each Subcontractor to include these provisions in every lower-tiered subcontract, so that these provisions will be binding upon each Subcontractor, lower-tiered subcontractor and vendor

providing services or goods to the Project.

- E. The Consultant shall cooperate fully with the Borough's efforts which seek to deal with the problem of unlawful discrimination to guarantee fair employment practices under this contract and promptly comply with all requests and directions from the City and Borough of Wrangell or any of its officers or agents relating to prevention of discriminatory employment practices.

1.20 Non-Discrimination

- A. No Consultant may illegally discriminate on the basis of sex, race, color, religion, gender identity, sexual orientation, national origin, ancestry, age, marital status, changes in marital status, pregnancy, parenthood, physical or mental disability, genetic information, or good faith reporting to the board on a matter of public concern in employment, provision of services, or otherwise.

1.21 Conflict of Interest

- A. 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 Consultant for itself and its principal employees, officers, agents, directors, and shareholders further covenants that neither the Consultant 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.

1.22 Choice of Law and Jurisdiction

- A. 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.

1.23 Disclosure of Proposal Contents

- A. 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 an agreement has been executed with the successful Proposer. Immediately following execution of that agreement, 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 considered cause for the Borough to reject your Proposal as non-responsive.

2.0 SPECIAL CONDITIONS

2.1 Insurance Requirements

- A. Consultant shall maintain, in good standing, the insurance described in subsection (B) of this section. Before entering into an Agreement, Consultant shall furnish Borough with a Certificate of Insurance showing proof of insurance in accordance with subsection (B) of this section in a form acceptable to Borough.
- B. Consultant shall provide the following types of insurance, listed at parts 1-4 of this section, the minimum limits of not less than those stated below. Borough shall be named as additional insured on all insurance policies except workers' compensation and professional liability contracts, and Consultant shall provide Borough with a Certificate of Insurance showing "The City and Borough of Wrangell, Alaska" as an additional insured.
 - 1. 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.
 - 2. Workers' Compensation insurance in compliance with the laws of the State of Alaska, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$500,000 Bodily Injury by Accident-Each Accident, \$500,000 Bodily Injury by Disease-Each Employee, \$500,000 Bodily Injury by Disease Policy Limit, and any other coverage that may apply to work performed by employees in this agreement and any project hereunder.
 - 3. Comprehensive automobile liability insurance, covering all owned, hired, and non-owned vehicles with coverage limits not less than \$500,000.00 per person/\$1,000,000.00 per occurrence bodily injury and \$50,000.00 property

damage.

4. Professional liability coverage appropriate to the Consultant's profession, with limits of no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. If the policy is written on a claims-made form, the Consultant shall provide insurance for a period of no less than two years after final payment for this agreement.
 5. Additional Insured on each policy listed, except Workers' Compensation, Professional Liability, and Errors and Omissions, shall list the City and Borough of Wrangell, including all agents, assigns, subcontractors, employees, and volunteers of each organization.
- 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.

2.2 Hold Harmless and Indemnity

- A. To the fullest extent permitted by law, Consultant 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 Consultant under this agreement. Pursuant to this section, the Consultant 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 Consultant and the Borough, the indemnification, defense, and hold harmless obligation of this section shall be apportioned on a comparative fault basis. In this section, "Consultant" and "Borough" include the employees, agents, and subconsultants 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 Consultant, or in approving or accepting the Consultant's work.

2.3 Owner and Consultant Agreement

- A. The Agreement between Owner and Consultant for Professional Services shall be the Professional Services Agreement of the City and Borough of Wrangell.
- B. The Consultant shall be required to follow those standards:
1. The fee for basic Engineering Services will be a lump sum or an agreed maximum, and no part of the fees for other services will be based on a cost-plus-a-percentage-of-cost or a cost using a multiplier.
 2. It is anticipated that the Agreement shall be a term contract.

3.0 APPLICABLE LAWS, CODES, REGULATIONS, AND STANDARDS

- 3.1 By entering into this agreement, with consideration of future work performed with the financial assistance of federal funding, the Consultant shall assure and certify, with respect to this Grant, that it will comply with all applicable local and Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of future Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Owner and any applicable sub-recipients (i.e. Consultant). The applicable provisions to this agreement include, but are not limited to, the following:
- 3.2 General Federal Regulations. Refer to Appendix E - 2 CFR 200.327 Federal Contract Provisions made a part of this solicitation.
- 3.3 General Federal Legislation. Refer to Appendix E – Federal Contract Provisions made a part of this solicitation.
- 3.4 Executive Orders. Refer to Appendix F made a part of this solicitation.
- 3.5 Appendix G – Certification Regarding Lobbying made a part of this solicitation.
- 3.6 ADDITIONAL STANDARD TERMS

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest, agrees as follows:

- A. Compliance with Regulations: The contractor (hereinafter includes Consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally- assisted programs as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- B. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21, including any amendments thereto.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor

or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

- D. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Owner to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Owner as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Owner will impose such contract sanctions as it or a federal funding agency may determine to be appropriate, including, but not limited to:
 - 1. withholding payments to the contractor under the contract until the contractor complies; and/or
 - 2. cancelling, terminating, or suspending a contract, in whole or in part.
- F. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Owner or MARAD may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Owner to enter into any litigation to protect the interests of the Owner. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

4.0 INTRODUCTION AND SCOPE OF SERVICES

4.1 Background and Purpose

The community of Wrangell is the third oldest community in Alaska and the only to be governed by four nations: Tlingit Native, Russian, British, and American. The archaeological record along with ethnographic research indicated that people have benefited from the rich marine environment surrounding Wrangell since at least 10,000- 12,000 years ago (True North Sustainable Development Solutions, 2022). The islands and mainland around Wrangell have been the traditional homelands of the Tlingit for an unknown period. Since the purchase of Alaska by the United States

in 1867, Wrangell has experienced a boom-and-bust economy of gold rush fever, fur trapping, commercial fishing and fish processing, timber harvest and processing, and tourism.

The population of Wrangell is 2,127 (2020 Census) with Native residents comprising 31% of the population. Wrangell is a rural community and is a federally designated Opportunity Zone (Census Tract 3; OZ ID# 02275000300).

The City and Borough of Wrangell's drinking water system is essential for providing treated surface water to the entire community, including residents, businesses, and key institutions such as the Wrangell School District, SEARHC hospital, Trident Seafoods, Pacific Seafoods, and other local seafood processors. The water system is crucial to the operations of the community's major employers and ensures the health and safety of the population by delivering potable water. Replacement of the flume will improve raw water collection and storage to meet the community's growing water demand, as potable water is essential to the health and safety of Wrangell's residents, businesses and visitors and to our continued economic growth.

The Wrangell Reservoir Flume Replacement project seeks to replace approximately 250 feet of the existing flume, a vital structure that channels surface water into our raw water reservoir system. This flume, which has reached the end of its useful life, must be decommissioned to avoid further degradation. The flume is critical to the drinking water supply, capturing runoff from a significant portion of our watershed. Without it, a substantial volume of water would fail to reach the reservoir, compromising the water supply for the community. The flume is our mechanism for maximizing flow off the watershed, allowing Wrangell to continue meeting its growing demand for potable water.

The Borough is seeking to contract a qualified engineering firm, who as the successful proposer will have extensive knowledge and expertise in the following areas:

- Water infrastructure projects;
- Public works construction and permitting, including but not limited to disaster recovery projects;
- Federally funded construction projects;
- Municipal projects located in this general region of the State; and
- Construction phase management and inspection experience.

4.2 Scope of Engineering/Professional Services and Project Descriptions

A. Priority Project #1: Preliminary Engineering Reports (PER) Supporting

EDA Grant Application for Wrangell Flume Replacement Project (Local funded project)

Engineering services are required to assist the City and Borough of Wrangell with developing a Preliminary Engineering Report (PER) for a water infrastructure project.

The successful consultant will assist in developing project scope based on the Borough's determined project and will complete the required EDA-Disaster-2025 construction project related documentation. The PER document will include the following components to meet the Economic Development Administration (EDA), FY 2025 Disaster Supplemental (EDA-Disaster-2025) program requirements, according to the EDA-published Engineering Information, Appendix A AND Appendix B to this RFQ, for grant application support:

- Project Overview
- Project Drawings
- Construction Cost Estimate
- Project Constraints
- Proposed Method of Construction
- Number of Construction Contracts Anticipated
- Project Permits
- Project Schedule
- Environmental Narrative

The successful consultant will negotiate a fee for the work. The purpose and need for this project is described below.

Currently, the water flume captures approximately 50% of the stream flow, but due to leaks, 15% of this water is lost before it enters the upper reservoir. The existing structure, originally constructed with a mix of wood stave pipe and halved, corrugated metal culverts, channels water from two unnamed hillside streams to the upper reservoir. Over time, it has deteriorated significantly, with numerous leaks, depressions, and inadequate support from makeshift bottle jacks and timber cribbing, restricting water flow and increasing maintenance challenges.

A conceptual design shall be developed for the purpose of developing the PER. The project is based on the following outline:

1. Removal of 250 linear feet of the existing structure and its replacement with a more resilient conveyance system. Key project tasks will involve mobilization, access improvements, site preparation, demolition and disposal of the existing flume, vegetation clearing, excavation and slope stabilization, construction of a stabilized canal bench, and the installation of a new channel

supported by an engineered foundation.

2. The project site presents challenges due to its location approximately 200 feet above the reservoir in an old-growth forest. The upper end of the flume, where the first stream originates, will require significant upgrades to an existing six-foot-wide path to accommodate the necessary construction equipment.
3. To ensure the uninterrupted flow of water to the reservoir, the replacement project will incorporate diversion and control structures, which will guide water from the two contributing streams through the new flume to the upper reservoir. This retained water will continue to meet the community's potable water demands.

Replacing the flume will reduce raw water loss, improve instream flows, and enhance reservoir water quality by minimizing debris and contamination. These improvements may result in lower water treatment costs and better drinking water quality. Additionally, the new flume will help protect Southeast Alaska's delicate aquatic ecosystems by maintaining more natural stream flows, diverting only the necessary amount of water for the community's needs.

B. Priority Project #3: Future Contract Amendments (Local, State, and/or Federal funded projects TBD)

The Borough intends to utilize the resulting contract for additional project phases over a 60-month period. Funding for these additional services will be executed only upon the receipt of further funding (e.g., EDA or federal programs) and will comply with all funding source requirements, including 2 CFR 200.

In such case as future contract amendments are issued, the consultant will undertake professional engineering services of construction projects approved for EDA funding. The consultant must follow all compliance and regulatory requirements of the EDA-Disaster-2025 program. These additional services will be added through a contract amendment and are related to the same infrastructure projects identified in this RFQ.

The scope of future services includes, but is not limited to final design, geotechnical investigation, surveying, environmental review, permitting, and construction administration and inspection for each of the identified projects. The successful consultant under contract will negotiate a fee for each contract amendment based on the scope of work outlined for future project services.

The Borough anticipates awarding a contract for Priority Projects #1 scope of the services within two months from the date of this notice.

The completion timeline for future contract amendment work will be stipulated by the funding source(s).

4.3 Deliverable Conditions

- A. All documents for this project, including specifications, shall be in a format and on media approved by the Borough using the latest CAD, Acrobat and Microsoft Office Products, as applicable to the document formatting. Upon completion, Owner shall be furnished with an electronic file of all documents in their original format and pdf format. If architectural or engineered drawings are developed as part of this project, the Owner shall be provided one set of 11" x 17" drawings.

4.4 Proposed Schedule

- A. Based on the Tentative Project Schedule below, the offeror shall develop a preliminary project schedule covering the period from Notice to Proceed (NTP) through scope of work completion based on anticipated workload and resources and include it as part of the offeror's proposal response. Identify all submittal milestones including submittal dates, cost estimate submittal dates, and Borough review comment periods, allowing two weeks after each submittal for Borough review.

B. Tentative Project Schedule

- | | |
|---|-------------------|
| • Notice to Proceed for Professional Services | November 26, 2026 |
| • Preliminary Engineering Reports Completion | February 6, 2026 |

5.0 SUBMISSION AND PROPOSAL REQUIREMENTS

5.0.1 SUBMISSION REQUIREMENTS

- A. The original and four (4) copies of the narrative proposal must be submitted and clearly marked. Proposer must also provide a USB drive with a PDF copy of the narrative proposal.
- B. A copy of the Proposer's current certificate of insurance for professional liability.
- C. System for Award Management. Proposers must have an active registration in the System for Award Management (<https://www.sam.gov/SAM/>). Proposer/Consultant and its principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the service provider as well as its principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). This clearance information should be included with the service firm's proposal. The clearance in the Service Provider's proposal must be re-verified prior to award. Enclose a printout of the search results that includes

the record date.

- D. Certification Regarding Lobbying (enclosed). Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFQ and must be submitted with the response.
- E. Required Contract Provisions. Applicable provisions (enclosed) must be included in all contracts executed as a result of this RFQ.

5.0.2 PROPOSAL REQUIREMENTS

- A. Firms submitting qualifications to perform the work noted will be evaluated based upon the firm's experience, personnel knowledge and experience with similar projects, references, and responses to other criteria in the RFQ. Qualifications for subconsultants shall be included. To achieve a uniform review process and obtain the maximum degree of comparability, all proposals must be organized in the following manner and include the following items, as a minimum, or the proposal may be considered non-responsive.

5.1 Capability to Perform:

- A. The Proposal / Statement of Qualifications must be accompanied by a cover letter signed by a corporate officer or other individual who has the authority to bind the firm. An unsigned proposal is grounds for rejection.
- B. The cover letter should include an introduction and history of the firm, structure, and names of principals.
- C. Include the 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.
- D. Provide a general statement describing the types of services offered by the firm, location of main and branch offices, number of years in business and number of employees in each department.
- E. Briefly state your firm's understanding of the services to be performed, the commitment to perform the work, and a statement why the firm believes itself to be best qualified to perform the services specified.
- F. List names of the persons who are authorized to make representations for your firm, their titles, address, and telephone numbers, and identify the primary contact person.

5.2 Experience and Qualifications of the Firm:

- A. Provide a general statement describing the types of services offered by the firm, location of main and branch offices, number of years in business and number of employees in each department and include licenses and certification numbers both for the firm and for each of the individuals proposed to perform the required services.
- B. Detail the firm's expertise and experience in similar projects of the same scale, for which they have executed, that demonstrate relevant experience.
- C. Describe any significant or unique awards received or accomplishments in previous, similar projects.
- D. Provide information on changes in ownership and management of the firm over the past five years and describe how the firm has provided continuity of services for their clients during the transitions.
- E. Provide a list of public sector clients for whom you have performed similar work during the past five years that demonstrates experience with the type of project described in this RFQ. Include a summary of the projects' scope of work and deliverables, owner's name, and the address, phone number and email of a reference for each project. The firm should also demonstrate how it interacts with municipal clients and provides and exchanges information relative to the requirements.

5.3 Experience and Qualifications of Key Project Staff and Subconsultants:

- A. Provide a general description of staff composition and organization. Include a summary statement of professional qualifications, including areas of expertise.
- B. Identify key project staff, both with the Firm and with Subconsultants, 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.
- C. 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.
- D. Provide a qualifications synopsis, resume, active professional license or registration, and other experience and qualifications that are related to this project for each of the individuals referenced, as well as those for the firm. Be specific about the proposed staff regarding their experience and qualifications on projects of similar size and scope.

5.4 Project Methodologies and Approach

- A. Provide detailed information on the firm's methodology in meeting the scope of work requirements provided for in this RFQ, which provides interest and insight into 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.
- B. Describe overall approach to executing the project, which should include communication and issues management, any proposed innovative concepts that may enhance value and quality, including cost containment approaches to budget and schedule sensitivity, efficiency, completeness, pertinence of the tasks, and logic of the overall approach.

5.5 Schedule and Availability

- A. Provide a project schedule and consultant/subconsultant availability. The Proposal should discuss the current workload of the proposed staff and the organization's ability to perform the services within the established timeline.

6.0 PROPOSAL EVALUATION PROCESS

6.1 Evaluation Process

- A. The Borough will form an Evaluation Committee, of no fewer than three people, to review and evaluate the Statements of Qualifications submitted in response to this RFQ. The Evaluation Committee will be responsible for evaluating all responses received according to the evaluation criteria outlined in this RFQ.
- B. A responsive Proposal is one which follows the requirements of the RFQ, includes all documentation, is submitted in the format outlined in the RFQ, is of timely submission, and has the appropriate signatures, as required. Consultants must demonstrate in their proposal that they have a clear understanding of the RFQ requirements. Consultants should articulate in the proposal their experience with the scope of work of this project and how they will fulfill the services required under the RFQ. Each firm should submit the requested documents that evidence capability of providing the services required for the Committee's review for short-listing purposes.
- C. The Borough may contact one or more references. The Borough may use references named or not named by the Proposer.
- D. The Evaluation Committee will hold interviews with at least the top two highest ranking firms and request additional information resulting from the initial evaluation. Firms may be asked to make presentations covering their relevant experience, their understanding of the scope of work and their own approach to

performing the job. Unsuccessful firms will be notified.

- E. For each firm receiving evaluation, an individual rating sheet will be completed and signed by each Evaluation Committee member. A summary rating sheet will be used to determine the highest ranked firm, as averaged by the Committee.

6.2 Qualitative Rating Factor for Narrative Proposal Scoring

- A. Firms will be ranked using the following qualitative rating factors for each RFQ criteria:

1.0-0.9 Outstanding - The proposal far exceeds expectations, is very desirable, and has an excellent probability of success.

0.8-0.7 Excellent - The proposal exceeds the requirements of the criterion, demonstrates a high level of competence and has a very good probability of success.

0.6–0.5 Good - The proposal meets the requirements of the criterion, achieves All objectives in a reasonable fashion, has a good probability of success.

0.4–0.3 Fair - The proposal adequately meets most of the requirements of the criterion, may be lacking in some areas which are not critical, and has a reasonable probability of success.

0.2–0.1 Poor - The proposal addresses some, but not all, of the requirements of the criterion to the minimum acceptable level, falls short of expectations, is lacking in some areas which are critical and has a low probability of success.

0.0 Unsatisfactory - The proposal does not meet the requirements of the criterion, and the approach has no or very low probability of success.

- B. The maximum weight (score) for each criterion is provided in the rubric below. The evaluation system is based on a maximum score of 100 points. Calculated points will be rounded to the nearest tenth of a point.

EXAMPLE: Firm A receives a score of 0.6 (Good) on the Introduction and Executive Summary criterion. Firm A's weighted score for that item would be:

$$5 \text{ points maximum} \times 0.6 \text{ score} = 3.0 \text{ points}$$

- C. For the purposes of evaluation, a rating of "Good" or "Fair" shall be considered a baseline rating. Ratings outside of this range shall be justified by the evaluator.

- D. In evaluating proposals, factors such as overall experience relative to the proposed contract, quality of work, control of cost, and ability to meet schedules may be considered. Evaluators may also contact listed references or other people with knowledge of a proposer's past performance to make determinations.

6.3 The Evaluation Criteria.

- A. The final evaluation scores will be based on the following criteria and point system:

CAPABILITY TO PERFORM	10 Points
EXPERIENCE AND QUALIFICATIONS OF THE FIRM	20 Points
EXPERIENCE AND QUALIFICATIONS OF KEY PROJECT STAFF AND SUBCONSULTANTS	20 Points
PROJECT METHODOLOGY AND APPROACH	30 Points
SCHEDULE AND AVAILABILITY	<u>20 Points</u>
TOTAL SCORE	100 Points

7.0 SELECTION PROCESS AND NEGOTIATIONS

- A. After final evaluation, the Borough may negotiate with the offeror of the highest-ranking proposal. Negotiations, if held, shall be within the scope of the RFQ and limited to those items which would not have an effect on the ranking of proposals. The Borough reserves the right to change terms and conditions during contract negotiations. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner or fails to negotiate in good faith, or if the offeror and the Borough, after a good faith effort, cannot come to terms, the Borough may terminate negotiations and commence negotiations with the offeror of the next highest-ranking proposal.
- B. In the event negotiations with the highest ranked firm are not successful, then the Borough may enter negotiations with the second highest ranked firm. The process will continue in this sequence until an agreement is finalized. If agreement negotiations with a selected firm are successful, the Borough Manager will make a recommendation to the Wrangell Borough Assembly for award of the agreement, and the Wrangell Borough Assembly will decide the award of the agreement.
- C. A contract will be awarded only to prospective offerors who are determined to be responsible. To determine responsibility of a prospective offeror, the Borough

may require offerors to supply additional information or documentation. Failure of an offeror to promptly cooperate or supply information in connection with a Borough inquiry with respect to responsibility may result in a determination of non-responsibility with respect to the offeror.

D. To be determined responsible, a prospective offeror must:

1. Have adequate financial resources to perform the contract or the ability to obtain them;
2. Be able to comply with the contract performance schedule taking into consideration all existing other business commitments;
3. Have a satisfactory performance record;
4. Have a satisfactory record of integrity and business ethics;
5. Have the necessary organization personnel, experience, accounting and operational
6. controls, and technical skills, or the ability to obtain them;
7. Have the necessary equipment and facilities or the ability to obtain them; and
8. Be otherwise qualified and eligible to receive an award under applicable laws and
9. regulations.

E. The City and Borough of Wrangell reserves the right to make a final selection based on the results of the Evaluation Committee, as deemed most advantageous to the Borough.

F. Selection of the successful offeror will be by a notice in writing signed by a duly authorized representative of the Borough and no other act of the Borough or its representative will constitute an acceptance of a proposal.

8.0 APPEAL PROCESS

A. Any aggrieved Proposer, within ten calendar days after issue of a notice of intent to award, may appeal to the Capital Projects Director.

B. The protest must include the name of the person submitting the protest, the name of the bidder/proposer represented by that person, the specific action or bid/request for proposal contract award which is being protested.

C. The protest must contain a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and the relief requested. This statement sets the parameters of the matters to be addressed in the response. An appeal is limited to those matters addressed in the initial protest. The protest must be signed. If the protest contains no grounds for the protest, it will be rejected. The protest is accepted by email. The protest will be noticed to all interested parties, including all bidders.

D. After receiving a protest, the award may be made unless the procurement officer

determines in writing that:

1. A reasonable probability exists that the protest will be sustained; or
 2. Stay of the award is not contrary to the best interests of the Borough. A stay of the award will not be made without making such a determination.
- E. The procurement officer's decision on the protest will be made within seven calendar days of receipt of the formal protest.

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. Agreement between Owner and Consultant for Professional Services
- B. Consultant's Proposal Form
- C. Request for Qualifications (RFQ) and Appendices
- D. Consultant's Statement of Qualifications
- E. Consultant's Negotiated Lump-Sum Fee
- F. Insurance Certificates
- G. Addenda Numbers _____ to _____, inclusive
- H. Change Orders which may be delivered or issued after the date of the Agreement

10.0 PROPOSAL FORM

In submitting this Proposal Form, along with Statement of Qualifications, the Proposer represents and agrees that:

- A. The Proposer has examined and carefully studies the RFQ documents, including the following Addenda, receipt of which is hereby acknowledged by the undersigned:

Addendum Number	Addendum Issue Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- B. The Proposer has visited the site and become familiar with the general local and site conditions that may affect the work. (Optional)
- C. The Proposer is familiar with all applicable federal, state, and local laws and regulations that may affect performance of the work.
- D. The Proposer has carefully studied all data relating to the project, which has been furnished or made available by Owner and is aware of the nature of the work to be performed at the site that relates to the work for which this Proposal is submitted.
- E. The Proposer has given the Owner written notice of all conflicts, errors, ambiguities, and discrepancies that the Proposer has discovered in the RFQ Documents and the written resolution thereof by the Owner is acceptable to the Proposer, and the RFQ Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing the work for which this Proposal is submitted.

By executing this Proposal, I certify that I have the authority to bind the Consulting Firm who is submitting this Proposal.

Consultant Signature: _____

Printed Name and Title of Signatory: _____

Printed Name of Consulting Firm: _____

Date: _____

End of Solicitation

EDA is required to complete an engineering review for all construction and design projects before making an award. Form ED-900 and required forms have several questions related to requirements for construction and design applications. The following outline provides more detailed information on these requirements for the **Preliminary Engineering Report (PER)** in order to assist applicants in preparing their application.

C. Preliminary Engineering Report Requirements

A PER must include the following at a minimum to meet EDA's requirements for an application:

1. Project Overview

- Insert the project description from Section B.1. of the ED900 GA (general application).
- If the project contains elements of work that are not in the EDA-funded project, or if there is a larger overall project of which EDA is a smaller component, describe the non-EDA funded parts of work.
- Identify project components that have a useful life of less than 20 years and provide the useful life of each of these components.

2. Project Drawing.

- Identify and label existing conditions such as existing infrastructure elements of structures within the EDA project construction limits.
- Identify and label proposed project components with rough dimensions and general layouts.
- Identify and label the location of any project beneficiaries identified in Section E.3. of the Form ED-900GA, if applicable.
- Color coding, labeling, legends and keyed notes are encouraged.

3. Construction cost estimate.

- Provide a detailed construction cost estimate in terms of quantities, unit process, and total costs for all the EDA project components.
- Provide a basis for the determination of construction contingencies.
- If separate contracts are anticipated for demolition or sitework, will not be separate contracts, include the cost in the overall detailed construction cost estimate.

4. Project constraints.

- Describe any design and construction constraints for the proposed project.

5. The proposed method of construction procurement

- Identify if the project will be traditional design/bid/build with a sealed competitive bid process consistent with 2C.F.R. § 200.320(c)

- Identify if any portion of the project is to be done by an alternate construction procurement method such as design/build, construction management at risk, the applicant's own forces, and/or a construction manager.
(Note: if any alternate construction procurement is proposed, a construction services procurement plan must be provided to EDA for approval in accordance with EDA's regulation 13 C.F.R. § 305.6(a).

6. **Number of construction contracts anticipated.**

- Identify the number of construction contracts anticipated and provide a description of the project components for each contract.

If project phasing is proposed, a project phasing request must be provided to EDA for approval per EDA's regulation at 13 C.F.R. 305.9(a).

7. **Project Permits.**

- List permits required for the proposed project.
- Provide the timeline to obtain the permits and their current status. Permits should include, but are not limited to: Clean Water Act Section 404 permits, NPDES permits including stormwater permits, railroad permits, highway encroachment, etc.

8. **Project schedule.**

Provide the following proposed project schedule in terms of months.

(Note: if project phasing is proposed, provide a schedule for each construction contract.)

- A/E procurement, if applicable;
- design period;
- period of time to obtain required permits;
- period of time to obtain any required easements of rights-of-way, or other real property rights needed for the project (including permits or licenses needed for entering land owned by a third party);
- solicitation of bids;
- awarding of contracts;
- construction period.

Budget Narrative (Breakdown) Construction Project

Administrative and legal expenses - {Overwrite and Insert Total Line Item Amount}

{Overwrite and Insert explanation or description of item(s) attributed to cost within category}

Land, structure, rights-of-way, appraisals, etc. - {Overwrite and Insert Total Line Item Amount}

{Overwrite and Insert explanation or description of item(s) attributed to cost within category}

Relocation expenses and payments - {Overwrite and Insert Total Line Item Amount}

{Overwrite and Insert explanation or description of item(s) attributed to cost within category}

Architectural and engineering fees - {Overwrite and Insert Total Line Item Amount}

{Overwrite and Insert explanation or description of item(s) attributed to cost within category}

Other architectural and engineering fees - {Overwrite and Insert Total Line Item Amount}

{Overwrite and Insert explanation or description of item(s) attributed to cost within category}

Project inspection fees - {Overwrite and Insert Total Line Item Amount}

{Overwrite and Insert explanation or description of item(s) attributed to cost within category}

Site work - {Overwrite and Insert Total Line Item Amount}

{Overwrite and Insert explanation or description of item(s) attributed to cost within category}

ENGINEERING INFORMATION

r2022

Demolition and removal - {Overwrite and Insert Total Line Item Amount}

{Overwrite and Insert explanation or description of item(s) attributed to cost within category}

Construction - {Overwrite and Insert Total Line Item Amount}

{Overwrite and Insert explanation or description of item(s) attributed to cost within category}

Equipment - {Overwrite and Insert Total Line Item Amount}

{Overwrite and Insert explanation or description of item(s) attributed to cost within category}

Miscellaneous – No costs should be allocated to this line item

Appendix B to RFQ Engineering Services for Wrangell Flume Replacement Project

Revised June 2021. Please check EDA's website before using this template to confirm that you are using the latest version. As of the date of this version, the current template can be found at the bottom of the "Funding Opportunities" page at EDA.gov.

Environmental Narrative Requirements

The National Environmental Policy Act (NEPA) requires Federal agencies to assess the potential environmental impacts associated with proposed federal actions, including financial assistance.

Applicants are encouraged to contact their designated Economic Development Representative or the applicable EDA Regional Environmental Officer with questions regarding this template and/or the appropriate level of documentation (please see the EDA website or the applicable Federal Funding Opportunity for contact information). Resources of available information are listed in many of the sections. If you are using a locally saved copy of this template, please check EDA's website to confirm this is the current version.

For further information regarding EDA's obligations under NEPA, please refer to the regulations for implementing NEPA at 40 C.F.R. 1500-1508. The Council on Environmental Quality's 2007 guidance document "A Citizen's Guide to the NEPA" is another resource available online.

Several issues discussed in the environmental narrative below may require consultation with other State or Federal agencies at a later date (for example, the State Historic Preservation Office, the U.S. Fish and Wildlife Service, or the National Oceanic and Atmospheric Administration's (NOAA) National Marine Fisheries Service (NMFS)). While EDA does not require that applicants complete such consultations before submitting an initial application, applicants should be aware that in the event their project is selected for further evaluation for funding, EDA may delegate these consultations to the applicant and expect them to be completed in an expeditious manner and prior to approval of an award.

Applicants must provide information on the following items in the environmental narrative. For any area in which the applicant asserts that an item is not applicable to a project, provide an explanation.

A. PROJECT DESCRIPTION

1. Beneficiaries

Identify any existing businesses or major developments that will benefit from the proposed project, and those that will expand or locate in the area because of the project.

2. Proposed Construction

As an exhibit to this Narrative, provide a topographical map of the project area and a site map (with legend and north arrow) displaying the project location and boundaries, existing and proposed project components and location of all sites and/or companies benefitting from the proposed project. The documents should be of sufficient clarity for adequate interpretation of the Applicant's intentions.

Describe the project construction components in detailed, quantifiable terms. Describe the project location, proposed construction activities (e.g., grading, trenching), and schedule. **It is sufficient to simply reference the Preliminary Engineering Report (PER) here if a PER containing this information has been submitted or will be submitted concurrently.** See the mock example below for the level of specificity expected by EDA:

The City of _____ is proposing to construct a 30-inch (in) water line which would be constructed within an existing 50-foot City of _____ right-of-way (ROW) and measure 1,220 linear feet (lf). The project is located within Township 39N, Range 10E, Section 24 in the City of _____, _____ County, [[[State]]]. The project would be constructed over a three-month period from April June 2011. Construction of this project would entail trenching a 1 ft wide by 3 ft. deep ditch and installing the 30-in. pipe within the existing ROW. Total land disturbance will be 2.1 acres. The construction staging area would be located entirely within the existing ROW. Minor maintenance would occur during the operation of the waterline, but would not entail any ground disturbing activities.

3. Need and Purpose

Provide a brief summary of the underlying need and purpose of the proposal for EDA funding.

4. Alternatives to the Proposed Project

Based in the Need and Purpose summary above, provide a detailed description of alternative actions that were considered during the project planning but were not selected (e.g., alternative locations, designs, scopes, other projects having similar benefits, and a “no project” alternative). Explain why this project/site was selected as the preferred alternative. Provide detail on why other alternatives were rejected (e.g. did not meet the purpose and need of the project, implicated more environmental receptors, had greater climate impacts or were at greater risk to climate change than the proposed action). If the selected project would impact wetlands or floodplains, please provide a detailed description of alternatives to those proposed impacts.

B. HISTORIC/ARCHEOLOGICAL RESOURCES

Identify any known historic/archeological resources within the project site(s) or area of potential effect that are either listed on the National Register of Historic Places or considered to be of local or State significance and perhaps eligible for listing on the National Register. In many states, the State Historic Preservation Office (SHPO) maintains GIS databases of historic properties and cultural resources. Delineate an Area of Potential Effect (APE) for the project. The APE is the geographic area or areas within which a proposal may cause changes in the character or use of historic properties, which would include (but is not limited to) any new development or renovation by the beneficiary facilitated by the proposed EDA project. Discuss the potential impacts of the project on culturally significant resources and provide a determination as to whether there will be: no historical properties/cultural resources present; no historical properties/cultural resources adversely affected; or historical properties/cultural resources adversely affected.

Note that the applicant is not required to contact the SHPO until directed to do so by EDA. If comments from the SHPO have already been received, they should be attached along with copies of the information provided to the SHPO. If you wish to initiate early consultation, please consult the website of the appropriate SHPO for instructions on required information.

C. AFFECTED ENVIRONMENT

For the resource areas identified below, indicate potential direct and indirect impacts from proposed project activities and specify proposed measures to mitigate probable impacts. Direct impacts are caused by the proposed action and occur at the same time and place. Indirect impacts are those that are caused by a proposed action, but that may occur later in time or farther removed in distance, relative to the primary impacts of the proposed action (40 C.F.R. Section 1508.8) Development induced by the proposed project would be an example of an indirect impact.

1. Affected Area

Describe the general project area, including topography, historic land usages, unique geological features, and economic history. Provide site photographs if available. Identify native vegetation and wildlife found in the project area or its immediate vicinity. Describe the amount and type of vegetation in the project area and indicate the impact to vegetation if removed (e.g., 1.2 acres of early successional native hardwood forest). Identify any designated State and National Parks, National Wildlife Refuges, or National Game Preserves located on or in the vicinity of the proposed project activities. Identify any Wilderness Areas, as designated or proposed under the Wilderness Act, or wild or scenic rivers, as designated or proposed under the Wild and Scenic Rivers Act, or other lands protected under state or federal law that are located on or in the vicinity of the proposed project activities.

1. Please describe any direct effects
2. Please describe any indirect effects

2. Coastal Zones

Indicate whether the project is located within a designated coastal zone subject to the Coastal Zone Management Act. Information on coastal zone boundaries is available on the NOAA's website. Identify any shorelines, beaches, dunes, or estuaries within or adjacent to the project site(s) and explain how the proposed project is consistent with the state's Coastal Zone Management Plan. If state concurrence is required, identify the state's Coastal Zone Management Agency.

3. Wetlands

Identify any wetlands within or adjacent to the project site(s). If available, provide an on-site wetland/waters delineation performed in accordance with the 1987 (or current version) USACE Wetland Delineation Manual, as amended. Provide any correspondence from USACE, including any jurisdictional determination or permit documents.

1. Provide a determination of direct and indirect effects including the amount of jurisdictional waters affected by type (e.g. 1.1 acres of palustrine emergent wetlands would be impacted by the proposed project).
2. If any wetlands would be impacted by the project, provide an analysis of alternatives to wetland impact in this section or in the Alternatives to the Project section above.
3. Describe any mitigation plans here or in Section D below.

Also indicate if there are any proposed overwater structures that could impact navigable waters as defined in 33 CFR part 329.

If wetlands, streams, or navigable waters may be impacted, it is recommended that Applicants contact USACE concerning any jurisdictional waters resources.

4. Floodplains

Please state whether the project is located within a mapped 100- or 500-year floodplain. Provide a FEMA floodplain map (with the map number and effective date) displaying the project location and boundaries, existing and proposed project components, and location of all sites and/or companies benefiting from the proposed project. The document should be of sufficient clarity for adequate interpretation of the applicant's intentions.

Floodplain maps can be viewed and printed from FEMA's website. If FEMA floodplain maps do not exist in the project area, provide a letter from a Professional Engineer regarding the presence or absence of a 100-year floodplain.

- i) Describe direct and indirect effects to 100-year floodplains, if any.
- ii) If any 100-year floodplains would be impacted by the project, provide an analysis of alternatives to floodplain impact in this section or in the Alternatives to the Project section above.
- iii) Indicate whether the Applicant's community participates in the National Flood Insurance Program.
- iv) Indicate if a critical action (e.g., emergency response facility, hospital, wastewater treatment plant) is being located within the 500-year floodplain.

5. Climate Change

Identify any current or potential risks to the project due to climate change (e.g., flooding, wildfires, sea level rise, severe weather), utilizing federal resources, including the National Climate Assessment. Describe any steps taken in the planning and design of the project to mitigate those risks, including utilizing federal resources such as the U.S. Climate Resilience Toolkit. Identify any ways in which the project may contribute to future climate risks, such as by increasing flood risks, and any potential measures for mitigating those contributions. Describe any steps taken to reduce the project's immediate and future carbon footprint (e.g., use of renewable building materials, incorporation of energy-efficient design features).

6. Endangered Species

Provide a list of all threatened, endangered, and candidate species located in or near the project area, including any proposed development by the beneficiary, and the immediate vicinity. Identify these species' potential or existing habitat, and critical habitat designations in the project area. Identify the potential for direct or indirect impacts on these species. Critical habitat designations, lists of protected species by county, and information on effect determinations are available on the FWS website. The FWS' web-based Information, Planning, and Conservation System (IPaC) may also be useful for the early planning stage of a project. If an Effect Determination or Biological Assessment has been completed for any of the species listed, please provide. Attach any correspondence with FWS that exists related to their proposal. For projects with possible impacts to fisheries and marine/coastal species, provide any correspondence with NMFS.

7. Land Use and Zoning

Describe the present formal zoning designation and current land use of the project site and adjacent land parcels. The areas include: the site of construction activities, adjacent areas, and areas affected by the primary beneficiaries. Land uses to be considered include, but are not limited to, industrial, commercial, residential, agriculture, recreational, woodlands, mines/quarries, and open spaces. Please indicate whether the project is located entirely within a city limit. Identify agriculture land parcels designated as "prime/unique agriculture lands" by the U.S. Department of Agriculture (USDA) under the Federal Farmlands Protection Act or a local equivalent. Additional information may be found at the USDA's Natural Resources Conservation Service website.

8. Solid Waste Management

Indicate the types and quantities of solid wastes to be produced by the project facilities and primary beneficiary. Describe local solid waste collection and disposal methods and the expected useful life of the disposal facility. Indicate if recycling or resource recovery programs are currently being used or will be used in the future.

9. Hazardous or Toxic Substances

Describe any toxic, hazardous, or radioactive substances that will be utilized or produced by the proposed project facilities and primary beneficiaries. Describe the manner in which these substances would be stored, used, or disposed. Complete and sign one “Applicant Certification Clause” for each co-applicant (see Appendix A). Indicate if hazardous or toxic substances have been or must be remediated prior to construction, demolition, or renovation. If a recent Phase I or Phase II Environmental Site Assessment has been performed, please provide a copy of the executive summary (a full copy may be requested at a later date).

10. Water Resources

Describe surface and underground water resources at or near the proposed project site(s) and any impacts of the project to these. If groundwater will be used, is the aquifer in overdraft and /or adjudicated? If there will be discharges to surface water, is the receiving surface water body listed on the U.S. Environmental Protection Agency’s (EPA) Section 303(d) list of impaired waters? Is a National Pollution Discharge Elimination System (NPDES) permit required for any discharges to surface waters? Indicate if the proposed project is located within an area mapped by the EPA as sole source aquifer recharge area (maps and further information are available on EPA’s website). Describe any induced changes in local surface water runoff patterns, and the status of storm water discharge permit processes (if applicable).

11. Water Supply and Distribution System

Indicate the source, quality, and supply capacity of local domestic and industrial/commercial water resources, and the amount of water that project facilities and primary beneficiaries are expected to utilize. Note whether the water that is being supplied is in compliance with the Safe Drinking Water Act, and if not, what steps are being taken to ensure compliance.

12. Wastewater Collection and Treatment Facilities

Describe the wastewater treatment facilities available for processing the additional effluent including usage by the beneficiary(s). Indicate design capacities and current loading (both daily average and peak), and adequacy in terms of degree and type of treatment required. Describe all domestic class or process wastewater or other discharges associated with the proposed project facilities and its primary beneficiaries, and the expected composition and quantities to be discharged either to a municipal system or to the local environment. Indicate all discharges that will require on-site pre-treatment. Note whether the wastewater treatment plant is in violation of the Clean Water Act, and if so, what steps are being taken to ensure compliance. If local treatment and sewer systems are or will be inadequate or overloaded, describe the steps being taken for necessary improvements and their completion dates.

13. Environmental Justice (Executive Order 12898)

Describe whether the proposed project will result in disproportionate adverse human health or environmental impacts relative to minority and low income populations. Sufficient detail should

be provided to enable EDA to determine whether the project will comply with Executive Order 12898.

14. Transportation (Streets, Traffic and Parking)

Briefly describe the local street/road system serving the project site(s) and describe any new traffic patterns that may arise because of the proposed project. Indicate if land use in the vicinity, such as residential, hospital, school, or recreational, would be affected by these new traffic patterns. Indicate if any existing capacities of these transportation facilities would be exceeded as a direct or indirect result of this project implementation, particularly in terms of car and truck traffic, and what the new Level of Service designation would be.

15. Air Quality

Indicate types and quantities of air emissions (including odors) to be produced by the proposed project facilities **and its primary beneficiaries**, and any measures proposed to mitigate adverse impacts. Indicate the impact that the project would have on greenhouse gas emissions. Is the proposed project site within an area classified as a “non-attainment” for any criteria pollutants? If so, what are those pollutants? Indicate any local topographical or meteorological conditions that hinder the dispersal of air emissions.

16. Noise

Would operation of project facilities or primary beneficiaries’ facilities increase local ambient noise levels? If yes, indicate the estimated levels of increase, and the areas and sensitive receptors (e.g., residences, wildlife) to be affected.

17. Permits

Identify any Federal, State, or local permits of an environmental nature needed for the project (e.g., USACE, US Environmental Protection Agency (EPA), Coastal Zone Management/Shoreline Management, Air Quality, State Environmental Policy Act, NPDES) and the status of any such permits. Attach copies of any such permits and all associated correspondence, including the permit applications.

18. Public Notification/Controversy

Provide evidence of the community’s awareness of the project, such as newspaper articles or public notification and/or public meetings, as applicable. If a formal public hearing has been held, attach a copy of the minutes. Fully describe any public controversy or objections which have been made concerning this proposed project and discuss steps taken to resolve such objections.

19. Cumulative Effects

Please list projects (public and private, whether or not directly related to the proposed project described above) that have occurred or will occur in the past, present, and reasonably foreseeable future in and around the project area that could result in significant cumulative impacts when considered in aggregate with the proposed EDA project. Cumulative impacts result from the incremental impacts of a proposed action when added to other past, present and reasonable foreseeable future actions (40 C.F.R. Section 1508.7). In other words, cumulative impacts can result from individually minor but collectively significant impacts. Based on the direct and indirect impacts identified in Sections C1-18, identify which resources, ecosystems, and human

communities are affected; and which effects on these resources are important from a cumulative effects perspective.

D. MITIGATION

Describe methods to be employed to reduce impacts to any and all adverse impacts identified in Section C. List all mitigation measures that would be implemented to minimize impacts to environmental resources from project implementation.

E. LIST OF ATTACHMENTS

The following checklist is a list of required and optional attachments to the Environmental Narrative as described in the sections above. The items listed in the optional section may be required by EDA at a later date to complete the project review and selection process, so it is recommended that you provide them now if they are currently available. While the documents listed below are the most frequently required for scoping determinations, EDA reserves the right to request additional items that are not listed below when necessary.

Applicants are not required to contact other governmental agencies for environmental or historical resources consultation until directed by EDA, though any interagency coordination letters that may be currently available should be provided. **EDA expects that all Applicants whose projects are selected for further evaluation will proceed with consultations in an expeditious manner. As such, Applicants should have the required information prepared for submission immediately upon notification of selection by EDA.** If you determine prior to application that your project may affect environmental or historical resources, you may contact the appropriate Regional Environmental Officer to determine if early interagency consultation is appropriate.

Please refer to the applicable Federal Funding Opportunity for unique requirements for each individual grant competition and a list of documents required for submittal with the application.

Checklist of Optional Environmental Documents that should be submitted with Application if available (will expedite review and selection process):

- SHPO/THPO and Tribal leader comments and copy of submittals (see Section B)
- Site photographs (see Section C1)
- Coastal Zone consistency determination (see C2)
- Wetland delineation and/or Jurisdictional Determination (see C3)
- Preliminary wetland info (see C3)
- U.S. Army Corps of Engineers comments, Section 404 Permit, Section 10 Permit, and/or Water Quality Certification (401 approval) (see C3)
- Biological Assessment and/or survey for federally protected species (see C5)
- Correspondence with US Fish and Wildlife Service and/or National Marine Fisheries Service (see C5)
- Natural Resources Conservation Service determination of Prime Farmland, Form AD-1006, if applicable (see C6)
- Phase I and II Environmental Site Assessment (see C8)
- Sole Source Aquifer review by US Environmental Protection Agency, if applicable (see C9)
- Other federal, state and local environmental permits (see C16)
- Copies of public notices, public hearing minutes, etc. (see C17)

Appendix A: Applicant Certification Clause

The applicant represents and certifies that it has used due diligence to determine that the description of the project site described herein is accurate with respect to the presence or absence of contamination from toxic and hazardous substances. The term “site” includes the entire scope of the project, including future phases of the project and all areas where construction will occur.

1. Is the site currently, or has it in the past 50 years, been used for any of the following operations or activities:
 - a. Generation of hazardous substances or waste?
_____ Yes _____ No
 - b. Treatment, storage (temporary or permanent), or disposal of solid or hazardous substances or waste?
_____ Yes _____ No
 - c. Storage of petroleum products?
_____ Yes _____ No
 - d. Used/waste oil storage or reclamation units?
_____ Yes _____ No
 - e. Research or testing laboratory?
_____ Yes _____ No
 - f. Ordinance research, testing, production, use, or storage?
_____ Yes _____ No
 - g. Chemical manufacturing or storage?
_____ Yes _____ No
 - h. Weapons or ammunition training, use, or testing?
_____ Yes _____ No
 - i. Iron works/foundry?
_____ Yes _____ No
 - j. Railroad yard?
_____ Yes _____ No
 - k. Industrial or manufacturing operation?
_____ Yes _____ No

If any of the above operations ever occurred at the site, and if appropriate cleanup or other mitigation actions were performed in accordance with the local, State, and federal laws, please attach documentation of these actions.

Appendix A: Applicant Certification Clause

2. Do wells draw from an underlying aquifer to provide the local domestic water supply?
 _____ Yes _____ No
3. Has a federal, State, or local regulatory authority ever conducted an environmental assessment, environmental impact statement, or a preliminary assessment/site inspection, or similar environmental surveyor inspection report at the site? If yes, please list here and attach copies of these reports or results.
 _____ Yes _____ No
- 1)
-
- 2)
-
- 3)
-
- 4)
-
- 5)
-
4. Have any environmental or OSHA citations or notices of violation been issued to a facility at the site? If yes, please attach copies.
 _____ Yes _____ No
5. Have any unauthorized releases of hazardous substances occurred at any facility at the site which resulted in notification of the EPA's National Response Center?
 _____ Yes _____ No
6. Is any material containing asbestos or lead paint located at the site? If yes, please attach information concerning State and federal regulatory compliance.
 _____ Yes _____ No
7. Is there any equipment (electrical transformers, etc.) containing polychlorinated biphenyls (PCB) on the site? If yes, please attach a description of the equipment.
 _____ Yes _____ No
8. Are there underground or above ground storage tanks on the site? If yes, please attach a detailed description, including the number of underground storage tanks on the site, whether the tanks have been inspected (or removed) and the results of such inspections.
 _____ Yes _____ No
9. Has the site been tested for radon? If yes, please attach results.
 _____ Yes _____ No

Appendix A: Applicant Certification Clause

10. Have there been, or are there now any environmental investigations by federal, State or local government agencies that could affect the site in question? If yes, please attach available information.

_____ Yes _____ No

The applicant acknowledges that this certification regarding hazardous substances and/or waste is a material representation of fact upon which EDA relies when making and executing an award. EDA reserves the right to terminate any award made in conjunction with the representations contained herein if, at any time during the useful life of the project, EDA becomes aware of the presence of hazardous materials or waste at the site, or that hazardous materials or waste have been inappropriately handled thereon.

Further, if it is determined at any time that the presence of hazardous materials or waste, or handling thereof, has been misrepresented, EDA may pursue other available legal remedies against the applicant.

Applicant's Name

Name and Title of Applicant's Authorized Representative

Signature of Applicant's Authorized Representative

Date

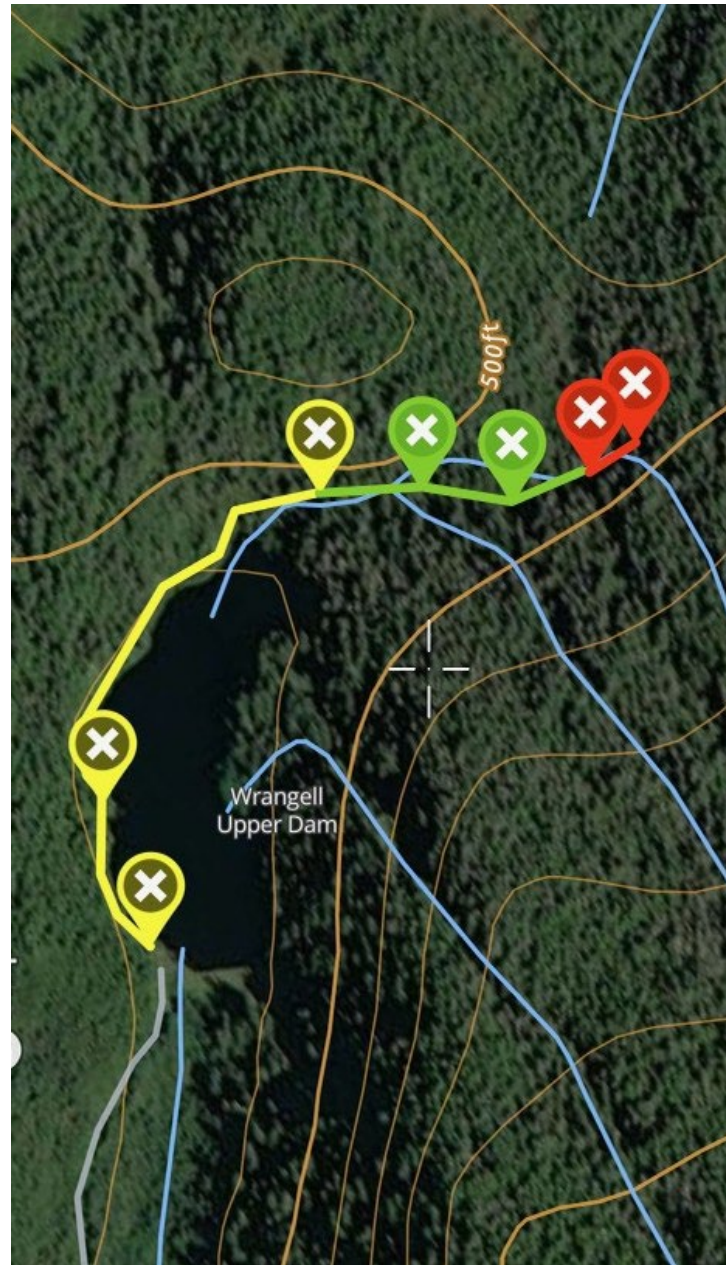
Appendix C – Existing Flume Map and Photos

Upper Reservoir:



Appendix C – Existing Flume Map and Photos

- Yellow line is the existing cut path around the reservoir.
- Green line is the “pioneered” route through the woods. Does not require equipment to cross the creek.
- Red line is the location/length of the existing flume.



Appendix C – Existing Flume Map and Photos

Photo of Existing Flume Construction Method and Condition:



**City and Borough of Wrangell
Professional Services Agreement**

Project:

Department/Facility:

Contractor:

Year:

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 _____, hereinafter 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: Project Name, as detailed in EXHIBIT “___.”

Section 2: Time for Completion of Work.

Upon receiving a written Notice to Proceed, CONTRACTOR shall perform the work called for in this agreement by ____ (Date) _____. 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 _____, Not-to-Exceed \$_____ (in words) _____, as described in EXHIBIT “___.”

(b) Failure to abide by this Not-to-Exceed amount, or the terms of EXHIBIT “A” 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.

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: 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 12: 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 13: 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 14: 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 as

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 15: 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 City and Borough of Wrangell, Alaska P.O. Box 531 Wrangell, AK 99929 Email: clerk@wrangell.com Phone: (907) 874-2381 Fax: (907) 874-3952	

Section 16: 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: _____
Mason Villarma
Borough Manager

Kim Lane
Borough Clerk

CONTRACTOR:

By: _____
Title _____

Corporate Certificate

STATE OF ALASKA)
)ss.
FIRST JUDICIAL DISTRICT)

Notary Public for Alaska
Commission expires:_____

The foregoing instrument was acknowledged before me this ____ day
of _____, 2025, by _____, _____ of
_____, an Alaska Corporation, on behalf of the
corporation.

EXHIBITS

Exhibit ____:

Exhibit ____:

Appendix E – 2 CFR 200.327 Federal Contract Provisions

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. ***Language as of January 3, 2025.**

THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The 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, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:	2 CFR 200 APPENDIX II C and 41 CFR §60-1.4(b)