City and Borough of Wrangell, Alaska



REQUEST FOR QUALIFICATIONS

Engineering Services for McKinnon Street Rehabilitation Design

CITY AND BOROUGH OF WRANGELL REQUEST FOR QUALIFICATIONS

Engineering Services for McKinnon Street Rehabilitation Design

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 a roadway and utilities rehabilitation project, funded in part with federal funds, for the Engineering Services for McKinnon Street Rehabilitation Design

We are seeking firms with a strong record in successfully assisting local governments with federally assisted road and utility projects. Services required will include, but are not limited to, engineering 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.

AVAILABILITY OF RFQ: This Request for Qualifications, along with the current plan holder's list, is available electrotonically 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

and from Alaska State Revolving Fund loans for the water and sewer utilities replacement.

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 **2:00 p.m. Alaska Time on December 15, 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.

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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:
 - 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 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 forty-five (45) 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 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.

1.21 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.

1.22 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.

1.23 Freedom of Information Act

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

2.0 SPECIAL CONDITIONS

2.1 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 \$500,0000 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.

- 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, the Consultant shall assure and certify that it will comply with all applicable local and Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to 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 Appendix G Certification Regarding Lobbying made a part of this solicitation.

3.4 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 A through F 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 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.

4.0 INTRODUCTION AND SCOPE OF SERVICES

4.1 Background and Purpose

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

The City and Borough of Wrangell (CBW) has accepted loan funding from the Alaska Department of Environmental Conservation (ADEC), State Revolving Fund programs for Drinking Water and Clean Water for the design and construction of this project.

All aspects of the project shall comply with the requirements of the funding agencies.

4.2 Project Description

McKinnon Street is scheduled for rehabilitation and involves the reconstruction of approximately 280 feet of roadway, sidewalks, storm drainage, and water/sewer utilities. This project will rehabilitate (lower) McKinnon Street between Church Street and Front Street, Wrangell's principal downtown business corridor. The Borough faces financial challenges in road resurfacing due to the aging underground infrastructure, which ranges from 20 to 50 years old and necessitates simultaneous replacement.

(Lower) McKinnon Street is 280' in length between Front Street and Church Street with original asphalt surfacing and several asphalt and concrete patches. The width of the roadway is 50'-wide and accommodates parallel parking on both sides of the road. Sidewalks exist on both sides of the street with a 54"-width including a standard curb. There is a subsequent 17"-wide separate gutter.

McKinnon Street is a two-lane collector road, which serves as one of the two primary access points to downtown, along with St Michaels Street. McKinnon is located on a designated truck route that allows for the movement of heavy shipping containers between Front Street and Church Street. The street is a key freight corridor that accommodates access between the port facility on Campbell Drive and warehouses throughout Wrangell, and it routes traffic to other streets that can accommodate heavy loads. The nature of this roadway requires infrastructure improvements and amenities to improve the multi-modal mobility and safety, while maintaining connectivity for freight using McKinnon Street.

McKinnon Street is a rough road to drive. Several concrete and asphalt patches have been made over the years resulting in an uneven surface. In some areas it is difficult to see where the original surface began because there are so many patches. Additionally, water box valve covers and storm/sewer manholes are very uneven with the road surface. The Borough is standardizing downtown roadways with concrete due to the longevity of the concrete material and due to the availability of concrete for necessary repairs long term.

McKinnon Street sidewalk has areas where sidewalks have patches, are sunk down, or is falling towards private property along the road. The pitch on the sidewalk poses significant ADA concerns. Curb returns would be reconstructed to accommodate new ADA curb ramps at each corner, complete with high visibility crosswalks.

The project will rehabilitate the aging street infrastructure, make repairs to sidewalks, curbs and ramps, rehabilitate existing roadway pavement, install high visibility crosswalks, install vehicle lane and pavement markings, and correct storm structure deficiencies.

The project will also replace the water main system. The water main, installed in the 1960s and nearly 65 years old, is critical to replace during the road improvement project, since this section is part of water delivery through our downtown business corridor. The project aims to replace roughly 280 linear feet of the 6-inch Asbestos Cement water main, including necessary appurtenances and new water service laterals and cub boxes. Water lines will be replaced with HDPE water pipe, of adequate size to meet peak capacity and required fire flow at the appropriate pressure. All applicable separation distances between the new water line and existing sewer lines shall be met.

The project will also replace the sewer main system. The sewer main, installed in the 1950s and nearly 75 years old, is critical to replace during the road improvement project, since it carries the majority of sanitary sewer waste from the Mt. Dewey hillside neighborhood to and through the downtown business corridor before flowing to the wastewater treatment plant. This project aims to rehabilitate approximately 280 linear feet of the 12-inch gravity sewer main, including necessary appurtenances and bypass pumping. Sewer lines will be replaced with C900 PVC sewer pipe, of adequate size to meet peak flow capacity. All applicable separation distances between the new water line and existing sewer lines shall be met.

A minimal amount of water modeling may be required to satisfy the permitting requirements, but large-scale modeling is not anticipated for the new design. Various tie ins and service connection transfers between the existing and new lines will be necessary. Preparation of utility easement maps will not be required since the utilities are within the public right-of-way. Engineering design, preparation of construction documents, opinion of probable costs, and bid phase services will be the responsibility of the selected Consultant.

Site Survey has been performed, and the survey data is included in this RFQ.

Permitting. The Consultant selected will be responsible for acquiring permits to complete the construction of the new water distribution mains. Permits may include, but may not be limited to, ADEC Approval to Construct and ADEC Approval to Operate.

4.3 Scope of Work

The Consultant shall have the capability to complete the engineering design, obtain required environmental and permitting approvals, and provide construction engineering and inspection services. Design work shall begin immediately following an award, and the goal is to advertise for construction by the middle of March 2026.

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

- A. Engineering design services for the replacement of the roadway and utilities. Such services will begin upon Notice to Proceed to the Consultant and run through the construction bidding phase and shall include the following:
 - 1. Review existing field design survey of the site for the purpose of determining civil engineering design for proposed project scope.
 - 2. Plan, design, and engineer the construction project. Project design is not limited to, but shall include, establishing horizontal and vertical control for the project; establishing temporary benchmarks for use during construction surveying; performing cross-sections and topographic surveys at spacing not greater than 50' along the construction centerline.
 - 3. Conduct workshops, as necessary, with key Borough staff to review design at key stages, as proposed by Consultant.
 - 4. Consultant shall submit 50% and 95% design drawings, specifications, bid schedule and project cost estimates, in conformance with applicable federal and state requirements and applicable codes. The Borough will provide standard front-end documents to the Consultant for using in the development of the construction documents for Divisions 0 and 1.
 - 5. Prepare estimate of quantities to include mobilization, demolition, earthwork, utilities work, road repair and other associated bid item summaries.
 - 6. Prepare construction bidding documents. The Consultant will compile the Project Manual and have construction bidding sets in electronic format.
 - 7. Obtain necessary Permits. The Consultant shall be responsible for developing and submitting an Engineering Review Plan to ADEC for Approvals to Construct the water and sewer systems. A professional engineer registered in the State of Alaska must stamp all design drawings.
 - 8. Assist the Owner with conducting the pre-bid meeting, issuing addenda, reviewing the bid tabulation, and providing a recommendation of bids received. The Borough will conduct the bid opening.
- B. Construction phase management through the provision of general engineering services and limited inspection services. Such services will begin at the Construction Contractor's start date and shall include the following:
 - 1. Perform construction administration for the project. Selected firm will be tasked with administering paperwork associated with construction.
 - 2. Perform limited field inspections, as needed to assist the Borough's field inspector, to ensure compliance with construction documents, resolving technical and contractual issues. Respond to RFIs and issue DCVR's.
 - 3. Conduct the pre-construction conference and regular progress meetings.
 - 4. Consult with the Borough regarding construction progress and quality.
 - 5. Review and approve contractor submittals, change orders, and pay requests, recommending further approval by the Borough.
 - 6. Substantial and final inspections.
 - 7. Prepare and manage the punch list.

- 8. Providing reproducible plan drawings to the Borough upon project completion.
- 9. Prepare a final project report and submitting certified "as built" drawings to the Borough and to the required regulatory agencies.
- 10. Preparing an operation and maintenance manual.

4.4 Additional Services

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

4.5 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.

4.6 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 one week after each submittal for Borough review.

B. Tentative Project Schedule

•	Statements of Qualifications Due	December 15, 2025
•	Notice to Proceed for Professional Services	January 14, 2026
•	50% Engineering Design Complete	February 15, 2026
•	95% Engineering Design complete	March 15, 2026
•	Bid Documents/Final Cost Estimate Complete	March 22, 2026
•	Construction Solicitation Begins	March 23, 2026

5.0 SUBMISSION AND PROPOSAL AREQUIREMENTS

5.0.1 SUBMISSION REQUIREMENTS

- A. The original and four (4) copies of the narrative proposal must be submitted, unless submitted electronically. Proposer must also provide a USB drive with a PDF copy of the narrative proposal, unless submitted electronically.
- 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 Svstem Award Management (https://www.sam.gov/SAM/). for 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 can be accomplished by including a printout of the search for exclusions for each principal by showing their name resulted in "No Matched Found. 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.

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. 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
- 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 licenses and certification numbers both for the firm and for each of the individuals proposed to perform the required services.
- B. Describe any significant or unique awards received or accomplishments in previous, similar projects.
- C. Detail the firm's expertise and experience in similar projects of the same scale, for which they have executed, that demonstrate relevant experience.
- D. 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. Proposers should describe their approach to completing the project in the timeline outlined and any potential challenges with the timeline and how they might overcome those challenges.
- 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, the amount of time each staff have available to dedicate to the project 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 points maximum x 0.6 score = 3.0 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:

(CAPABILTY TO PERFORM	10 Points
I	EXPERIENCE AND QUALIFICATIONS OF THE FIRM	20 Points
	EXPERIENCE AND QUALIFICATIONS OF KEY PROJECT STAFF AND SUBCONSULTANTS	20 Points
I	PROJECT METHODOLOGY AND APPROACH	30 Points
;	SCHEDULE AND AVAILABILITY	20 Points
	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					
	<u> </u>					
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.					
	executing this Proposal, I certify that I have the authority to bind the Consulting Firm who submitting this Proposal.					
Со	nsultant Signature:					
Pri	nted Name and Title of Signatory:					
Pri	nted Name of Consulting Firm:					
Da	te:					

End of Solicitation

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

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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: <u>Project Name</u>, as detailed in EXHIBIT "___."

Section 2: Time for Completion of Work.

Upon receiving a written Notice	ce to Proceed,	CONTRACTOR shall perform the
work called for in this agreement by _	(Date)	Deviation from the
prescribed timeframe shall constitute	material breac	h of contract unless waived by the
BOROUGH. CONTRACTOR shall rea	asonably seek v	vaiver in advance for any anticipated
deviation from the prescribed timefram	ne.	•

Section 3: Compensation and Payment.

authorized as provided herein, BOROUGH shall pay CONTRACTOR on the basis of Not-to-Exceed \$ (in words) , as described in EXHIBIT "."	(a) For and in consideration of the timely a	nd proper performance of work
	authorized as provided herein, BOROUGH shall pay	CONTRACTOR on the basis of
, as described in EXHIBIT "."	, Not-to-Exceed \$	(in words)
	, as described in E	XHIBIT ""

- (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 warrantees, 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) <u>Breach</u>. 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) <u>Termination for Cause</u>. 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) <u>Termination for Convenience of BOROUGH</u>. 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 <u>Fourteen (14)</u> 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) <u>LIMITATION ON DAMAGES</u>. 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) <u>Terminology</u>. 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) <u>Nonwaiver</u>. 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) <u>Law Applicable</u>. 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) <u>Paragraph Headings</u>. 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) <u>Successors and Assigns</u>. 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) <u>Compliance with Laws and Regulations</u>. 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) <u>Terms Construed as Covenants and Conditions</u>. Every term and each provision of this agreement performable by CONTRACTOR shall be construed to be both a covenant and a condition.
- (i) <u>Time of the Essence</u>. 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) <u>Severability</u>. 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) <u>Interpretation and Enforcement</u>. 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) <u>Understanding</u>. 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) <u>No Third-Party Beneficiary</u>. 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) <u>Counterparts</u>. 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.

If to the BOROUGH	If to the CONTRACTOR
Borough Clerk City and Borough of Wrangell, Alaska P.O. Box 531	
Wrangell, AK 99929	
Email: <u>clerk@wrangell.com</u>	
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.

ATTEST:	BOROUGH: City and Borough of Wrangell
	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 instrum	ment was acknowledged before me this day
of , 2025,	by , of
,	an Alaska Corporation, on behalf of the
corporation.	

EXHIBITS

Exhibit _	:	
Exhibit	:	

Appendix B – 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.

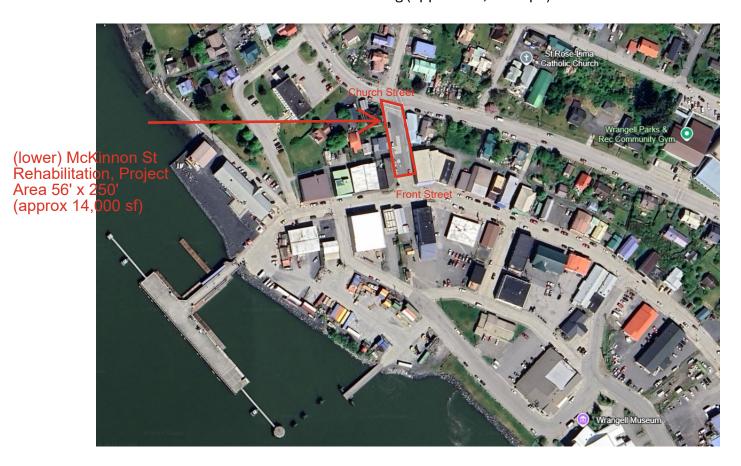
THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized 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, 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, b	2 CFR 200 APPENDIX II C and 41 CFR §60-1.4(b)

Appendix C - Vicinity and Area Map and Photos

City and Borough of Wrangell McKinnon Street Rehabilitation (Road, Sidewalk, and Utilities) Area Maps and Photos



McKinnon Street Rehabilitation (Road, Sidewalk, and Utilities) Area of Affect 56'-wide x 250'-long (approx. 14,000 sq ft)



(Lower) McKinnon Street Looking Eastward



(Lower) McKinnon Street Looking Westward





REQUEST FOR QUALIFICATIONS

Engineering Services for McKinnon Street Rehabilitation Design

APPENDIX D – RECORD DRAWINGS (20 Pages of Drawings to Follow)

As-Builts for 1956 Sanitary Sewer System - Related to McKinnon Street

UNITED STATES DEPARTMENT OF THE INTERIOR

OFFICE OF TERRITORIES

ALASKA PUBLIC WORKS PROGRAM

PROJECT NO. 50-A-104

SANITARY SEWER SYSTEM

CONTRACT NO. _____

WRANGELL, ALASKA

PREPARED BY

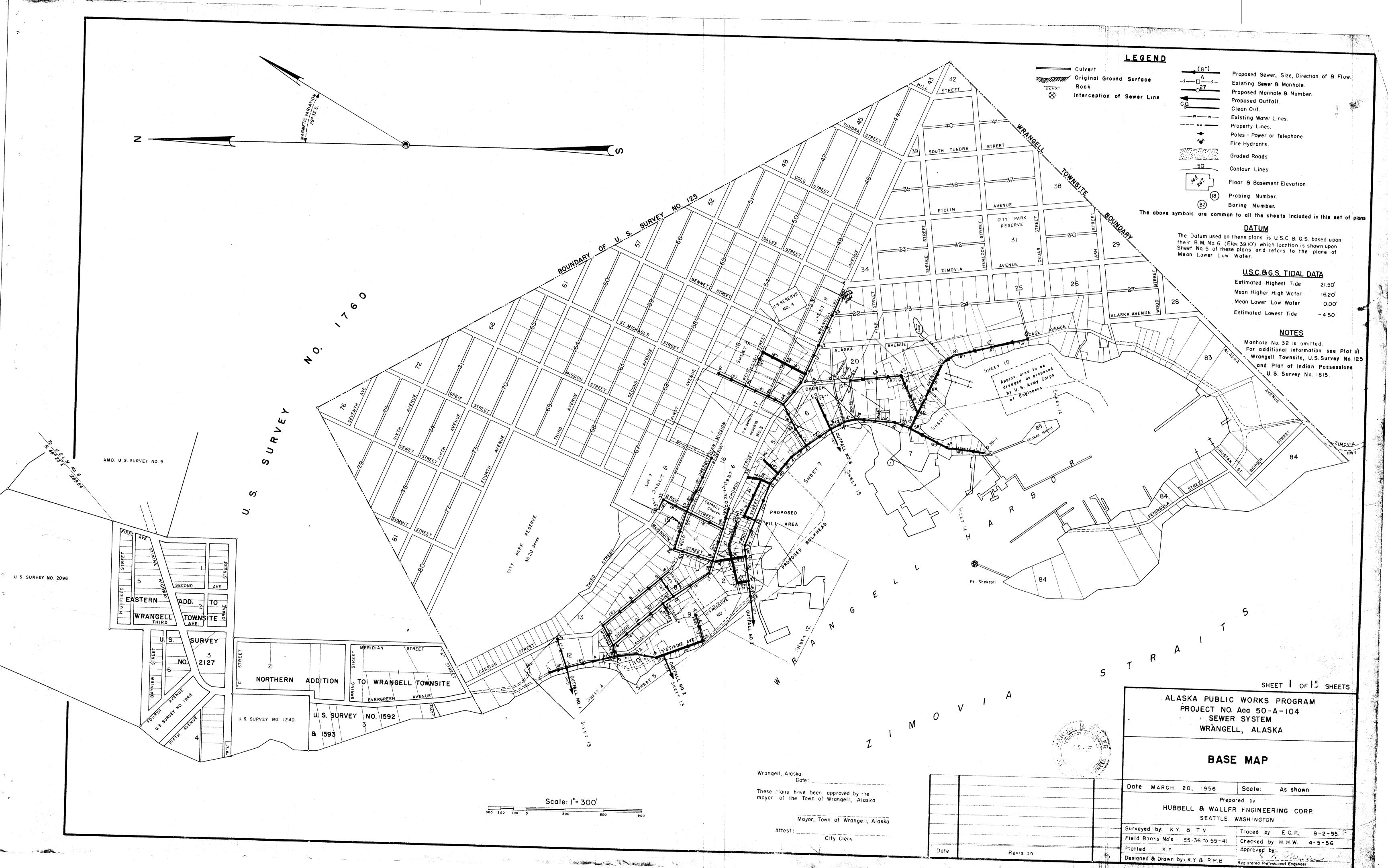
HUBBELL & WALLER ENGINEERING CORP.

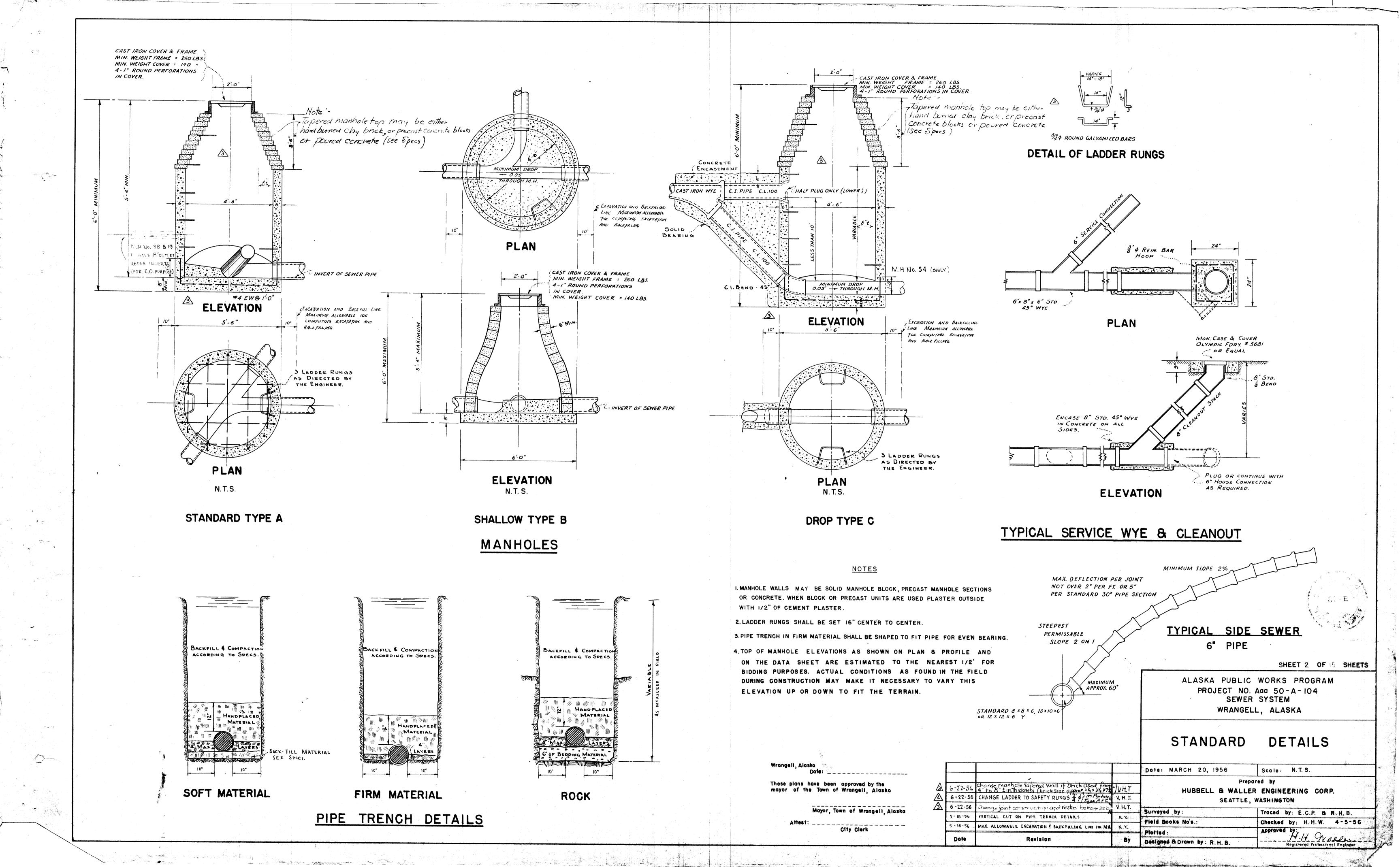
416 QUEEN ANNE AVE. SEATTLE 9, WASHINGTON

Dated: MARCH 20, 1956

AS BUILT DATA

TITLE BASE MAP STANDARD DETAILS QUANTITY SUMMARY SHEET STIKINE, CASSIAR & MCCORMACK STREETS, MANHOLES NO. 1 TO 9 STIKINE, SECOND, FORT, FEDERAL WAY & EAST END OF FRONT STREET MANHOLES NO. 5, 6, 10 TO 21 & 23 REID, CHURCH, GREIF, MCKINNON & PORTION OF ST. MICHAELS STREET MANHOLES NO. 18, 24, 25, 26, 30, 38, 39, 45, 8, 46 FRONT COW ALLEY & PORTION OF ST. MICHAELS STREET MANHOLES NO. 19, 20, 27, 34 TO 38, 40 TO 43, 654 FIRST, THIRD, REID, MISSION & PORTION OF ST. MICHAELS STREET MANHOLES NO. 25, 28, 29, 33, 46, 47, 50, 8, 51 WRANGELL AVENUE & PORTIONS OF FRONT, CHURCH, EPISCOPAL & ST. MICHAELS, MANHOLES NO. 43, 44, 45, 48 TO 50, 52 TO 56 CASE AVENUE & PORTION OF CHURCH STREET MANHOLES NO. 60, 64 TO 68 SHAKES, EPISCOPAL & PORTIONS OF CASE, FRONT & CHURCH STREETS MANHOLES NO. 56 TO 63 WEST END OF FRONT STREET - MANHOLE NO. 21 & 22 12 OUTFALL NO. 6 MONUMENTS & MANHOLE REFERENCES 15





SHEET NO.	MANHOLE	HORIZ DIST	TOP ELEV	INVERT ELEV	APPPOX M.H.HEIGHT		SLOPE IN FT./100'	SIZE (AND LEN	NGTH IN		***************************************	ON IN C.Y		HOLE	SHEET			TOP ELEV GROUND	INVERT	APPROX:	МН	SLOPE IN	SIZE		E AND L	ENGTHI	N FEET	EXCAVATIO	N IN C. Y.
140	110	140	± 0.5' 28.5	22.10	7.0	A		40	8"	10"	15	15"	UNCL	ROCK	EXCAVATION	ROCK	NO.	NO 42	IN FEET	±0.5	ELEV.	T0±0.5	TYPE	FT./100'	6"	8'	10"	15.,	15"	UNCL.	ROCK
- 4	2	223	25.0 76.0	1 7.90 70.00	8.0 7.0	A	-3.0 -23.36	29	140				120				7	54	241	22.5	15.18	7.5	A	-0.4	121	50	 	241		252	
	2 2		25.0 25 .0	17.90	<u> </u>				229				33	77				43 54	135	39.5 22.5	34.59 12. 9 0	5.5	A	-13.422		137				27	4 4
	4	215	25.5 25.5	20.05	5.0	A or B	+1.0	109	215				197				7	C.O. 54-1	255	45.0	39.47	7.0	A	+10.419	40	257				165	
4	5 5	185	29.0 29.0	22.87 2 2 .92	7.0	A	+1.50	48	185				122				7	37	75	23.0	19.00	6.5		- 14.33		76				18	14
4	6 6	93	32.0 32.0	26.64 26.69	6.0	AorB	+ 4.0	36	* 93				66				8	25 28	155	83.5 89.0	78.26 83.27	0.5	A	- 3.20	33	155				83	23
4	7	182	63.0 63.0	55.21 55.26	8.5	A	+15.67	47	185				<u>†02</u>	3			8	29	310	93.0	86.37	7.5	A	+1.0	32	*310				85	94
4	8 8	287	65.0 65.0	61.00	4.5	В	+2.0	37	287				179	12			8	C.0.33-1	80	139.0	133.01	7.0	^	+1.0	110	80				110	2.8
4	9	290	60.5 60.5	53.05 5 3.05	8.0	A	-2.74	42	290				200	17			8	25	220.	83.5	132.16 78.26			-24.50	90	227				80	78
4	C.O. 9-1	85	59.0 60.5	55.38 53.00			+2.50	40	85				13 3				8	46 47 50	240	134.0	90.60	5.5	A	+16.0	140	*243				163	36
4	10	165	50.0 50.0	44.75 44.70	6.0	A or B	- 5.0		166				86				8	51 51	193	97.0 97.0	73.58	6.5	Α	+9.0	72	194				141	
5	11	90	50.0 50.0	42.00 41.95	9.0	A	-3.0	20	90				108				8	C.O. 51-1	120	96.0	91.00			+1.0		*120				49	
5	12 12	256	43.0 43.0	36.83 36.78	7.0	A	-2.0	44	256				2 62		·		9	4 3 44	226	39.0 63.0	34 .64 54 .98	8.5	Α	+9.0		* 227				34	103
5	6	256	32.0 29.0	26.69	8.5	Δ	- 3.941	176	256				251				9	44	127	63.0 74.0	55.03 67.89	7.0	А	+10.126	35	128				59	60
5	5	155	29.0 29.0	22.87	0.5		+1.0	38	155				120				9	48	236	61.0	56.45 55.03	5.0	В	-0.60	132	*236				175	17
5	14	185	25.0 25.0	18.50	7.0	A	-1.5	43	185				130	27			9	48 49 49	76	61.0 64.0	56.50 58.78	6.0	A or B	+3.0	32	76				57	
5	31	65	24.5 29.0	17.48	7.5 4.5	A B	- 1.5	37	65				40	20	NO. 31-5.5'	2.3	9	50	186	64.0 79.0	58.83 73.53	6.0	AorB	-7.903	43	187				102	7
5	16	215	47.0 38.5	40.00	7.5	A A or B	+7.0		*216				!20	18			9	52 49	235	73.0 64.0	67.05 58.83	6.5	A	-3.50	97	235				172	
5	10	346	50. 0 38. 5	44.70 33.23	1.0	7 0. 0	+3.30	152	*346				304				9	52 53	26 6	73.0 86.5	67.10 80.40	7.0	Α	+5.0	60	267				181	
5	18	97	37. 0 37. 0	31.50	6.0	A or B	-1.783	15	97				43				9	53 C.O. 53 -1	142	86.5 87.0	80.45 84.00			+2.50	60	142				95	11
5	19	148	29.0 29.0	21.69	8.0	А	- 6.594	50	*149				113				9	54 55	113	22.5 23.0	12.57	10.5	А	+0.4				113		130	
5	20	107	23.5 23.5	16.55 15.96	7.5	A	-4.757	10	107				62	14			9	55 56	102	23.0 23.5	13.48	10.5	Α	+0.4		~~~		102		139	
5	21	194	2 4 .0	15.38	7.5	A	-030	85	90		*	194	143	53			10	64	200	2 5.0 23.0	17.15	8.5	Α	-0.40	88	200				184	3
5	23	90	27.0	20.07	6.5	A	- 4.567		90				58	10			10	64 6 5	200	25.0 27.0	17.20 18.00	9.5	A	+0.40	84	200				157	4 7
5	19 15	194	29.0	24.00			.+ 2.0	43	*194				141	6			10														
5	31	3 4	24.5 50.0	17.48			-2.363	50	314				165	54			10	65 66	110	2 7.0 26.0	18.05 18.49	8.0	Α	+0.40	45	*110				112	
5	C.O. 11-1	9 1	47.0 69.0	43.37	5.0	D	+ 1.5	52	91				2				10	66 67	310	26.0 26.0	18.54 19.78	6.5	Α	→0.40	78	310				249	
6	30	60	59.5 69.0	54.00 64.85	6.0	A or B	-18.0	25	* 61				44				10	67 68	295.	26 0 25.0	19.83 21.01	4.5	В	+0.40	59	295				156	
6	25	297	83.5 83.5	78.21 78.21	6.0	A or B	+ 4.50	57	*297				160	47			11	56 5 7	290	23.5 22.0	13.65 14.81	8.0	А	+0.40	140		290			344	
6	25 26 26	308	39.0 39.0	33.55 33.55	6.0	AorB	-14.50	115	311				179	49			11	57 58	132	22.0 22.0	14.86 15.39	7.5	А	+0.40	16		132			112	
6	C.O. 26-1	185	45.5 39.0	40.95 33.50			+ 4.0	48	*185				89	18			11	59 C O 59 -1	300	22.5 23.5	17. 57 19.37	5.5	Α	+0.60	92	300				160	25
6	18	243	37.0	31.50			- 0.823	30	243				149				11	58 60	148	22.0 23.0	15.44 16.18	7.5	А	+0.50	47		*148			130	
6	39 45	120	36.0 56.0 74.0	29.80 49.00 67.94	7.5	А	+ 16.0	11	*162				26	46		,	11	6 0 61	230	23.0 31.0	16.35 26.65	5.0	В	+4.478	. 28	230				144	
6	46	197	96.5 37.0	90.60	6.5	A	+11.50	90	*199				143				11	6 ! 62	50	31.0 42.5	26.70 36.70	6.5	Α	+20.0	7	*51				29	
6	18 30 27	250	59. 5	31.50 53.95	7.0		+ 8.98	83	251				154				11	62 63	200	42.5 45.5	36.75 39.75	6.5	A	+1.50	35	200				135	
7	C.O. 27-1	210	30.0 32.0	23.80 28.00	7.0	A	+2.0	43	210				133				11	63 C 0. 63- I	210	45.5 48.5	39.80 44.00			+2.0	75	210				151	
7	19	103	30.0 29.0	23.75 21.69 16.72	7.		-2.0	26	103				84				11	58 59	346	2 2.0 22.5	15.44 17.52			+0.60		346				235	
7	34 20	85	23.5	16.3 8	7.5	A	- 0.40	125		85			6 8	13			12	21 22	120	22.0 2 4 .0	15.33 14 85	10.0	A	-0.40	41	40			120	99	40
7	34 35	218	23.5 23.5	16.77	6.5	A	+0.40	130	ļ ,	1218			210											TOTAL	4717	13379	1188	456	314	10119	1172
7	35 36	85	23.5 30.0	17.86 24.65	6.0	A or B	+7.99		86				49							<u>.</u>											
7	37 35	315	23.0 23.5	18.95	4.5	В	- 0.40	247		315			285										*	include C.	I. Pipe	475	60.		20'		
7	37 40	109	23.0 23.0	18.95	5.5	A	- 0.60	26	110			·	63												•						
7	36 38	315	30.0 36.0	24.70 31.00			+2.0	30	315				75	40																	
7	40 0.0-40-1	140	23.0 47.0	18.30 42.10			+17.0	16	142				46	18																	
7	40	164	23.0 23.0	18.25 17.27	6.5	А	- 0.60	75	164				124																		
7	41 42	125	23.0 23.0	17.22 16.47			-0.60	100	125				124									Wrangell, A						ſ			
																							• .				•				

					OL	TFALLS						
		C. I. F	PIPE		E)	(CAV.	FIL	L				
NO.	SPEC	IAL	CLASS	100	UNCL	KNOWN ROCK	GRAVEL	ROCK	CONCRETE	RE-STEEL		
!	110,0	F 10"	160' OF	10"	55 YDS.	5 YDS	25 YDS.	5 YDS	3,5 YDS	200 LBS		
2	48'	10"	212	10"	6 5	2	20	2	25	150		
3	45′	16"	210,	16"	85	20	14	20	2.0	120		
6	160	12"	600'	12"	230	15	50	15	4.5	260		
					435	42	109	42	12.5	730		

	SIDE SEWERS											
М. Н.	8"C.I. PIPE	6" SEWER	8" SEWER	UNC. EXC								
54 42	20`	21'	90'	86 YDS.								
42 41	20'	2 8'	65'	66								
41 40	20'	28'	180	102								
35 37	45'	_	40	38								
20 34	20'	80'	20'	60								
62	20	21'	70'	57								
55	20'	48′	200′	120								
	165'	226	665	529								

See Sheets 4 & 10 for fills over sewers 300 yds.

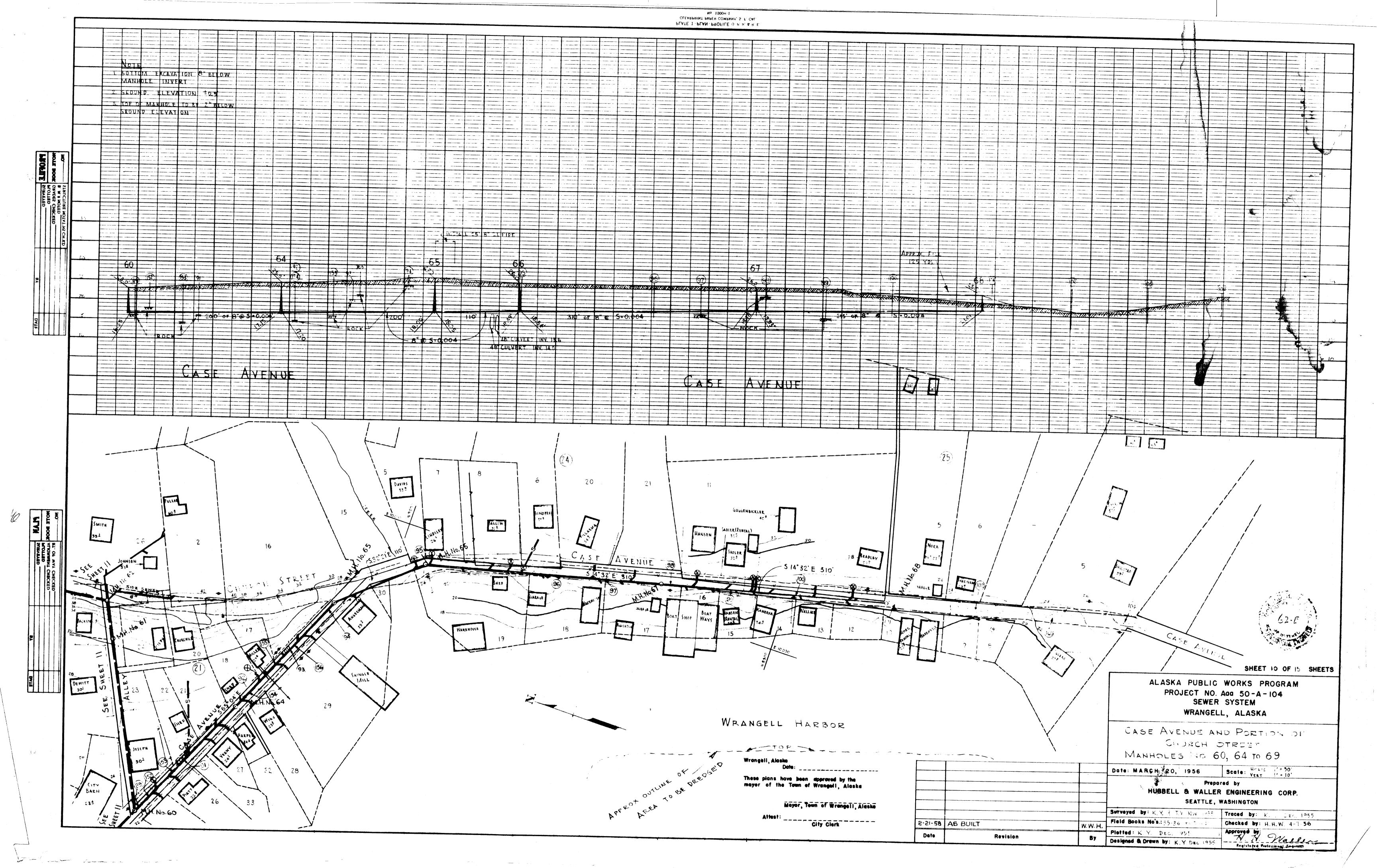
SHEET 3 OF 15 SHEETS

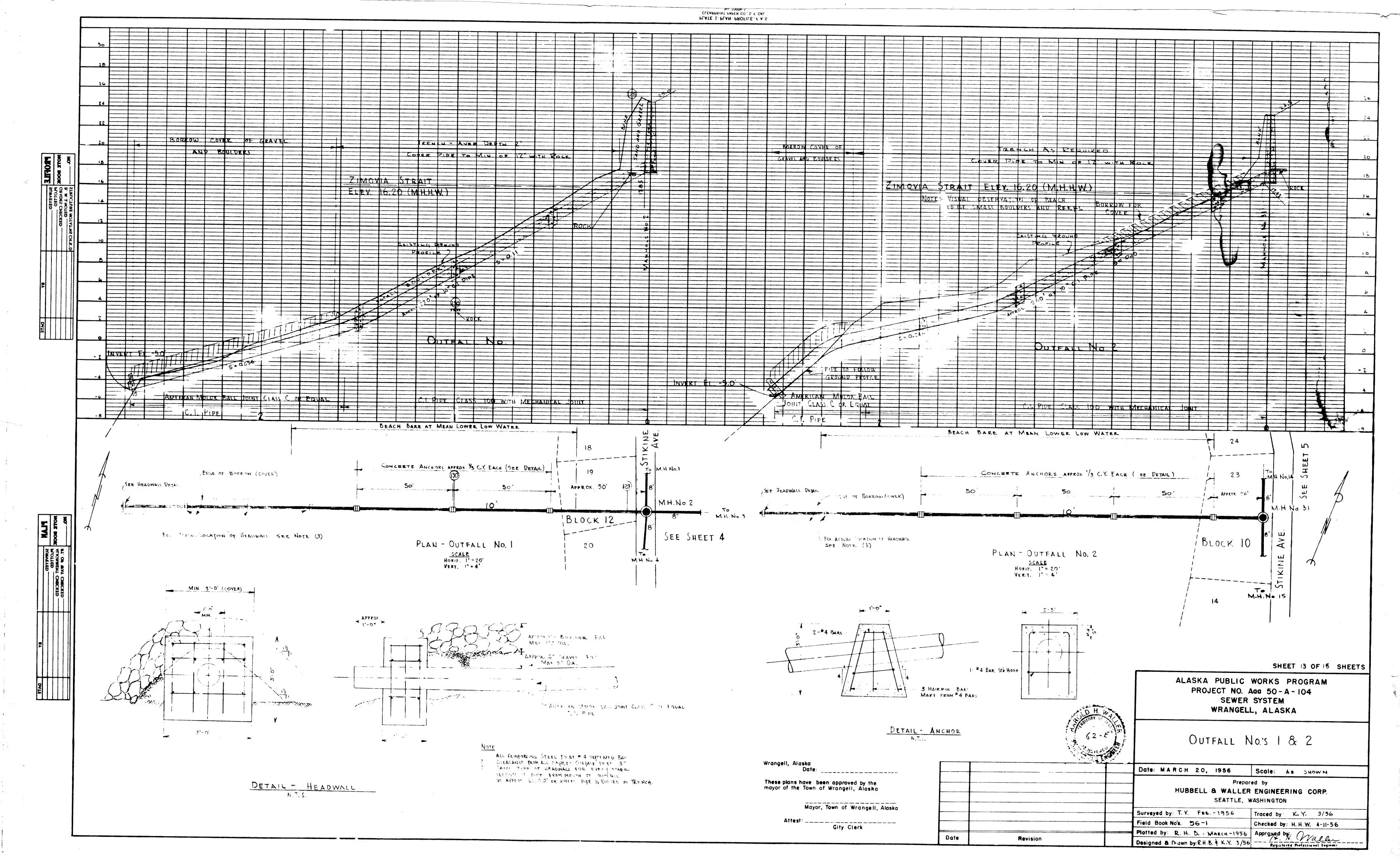
ALASKA PUBLIC WORKS PROGRAM PROJECT NO. Aga 50-A-104 SEWER SYSTEM WRANGELL, ALASKA

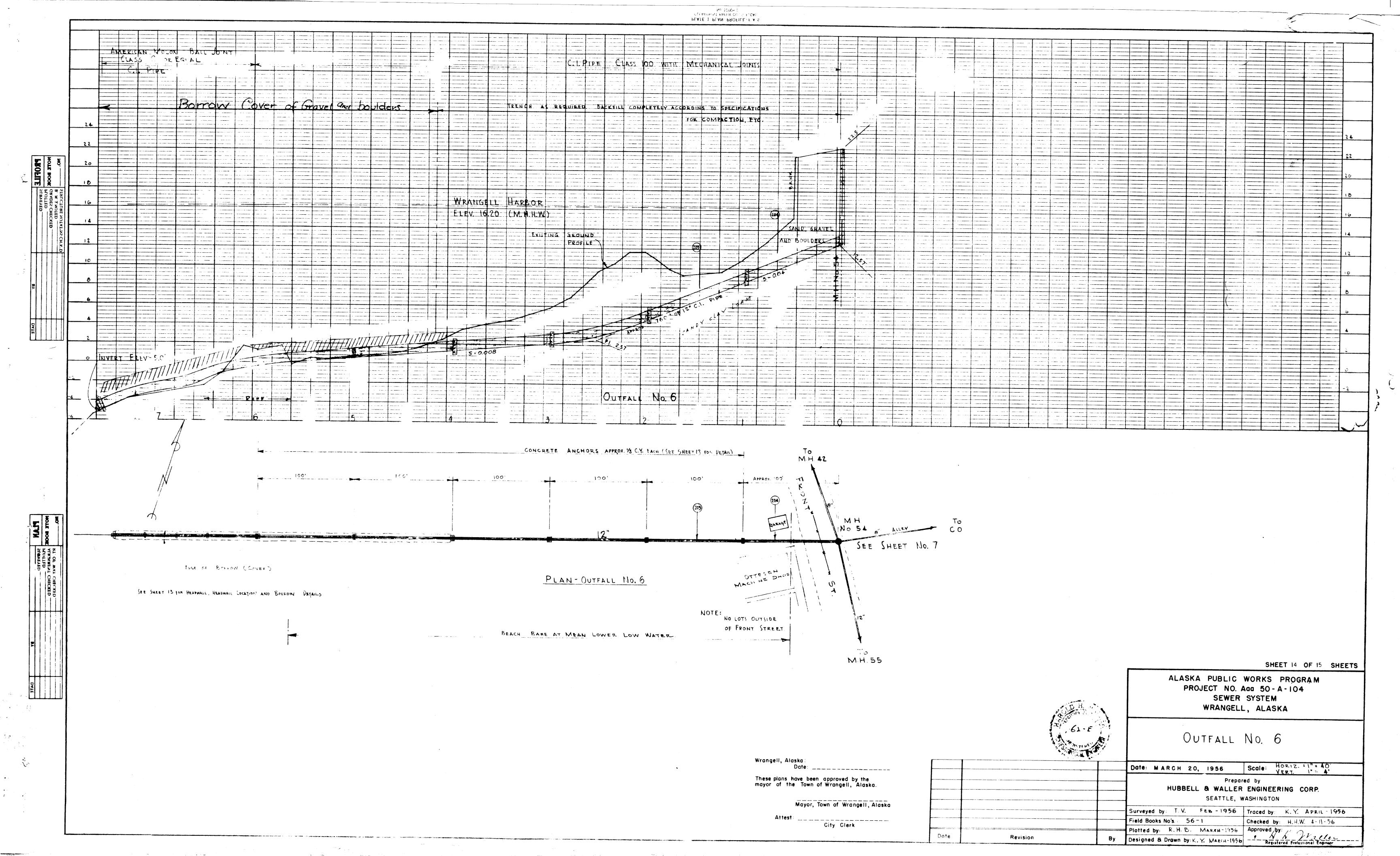
QUANTITY SUMMARY SHEET

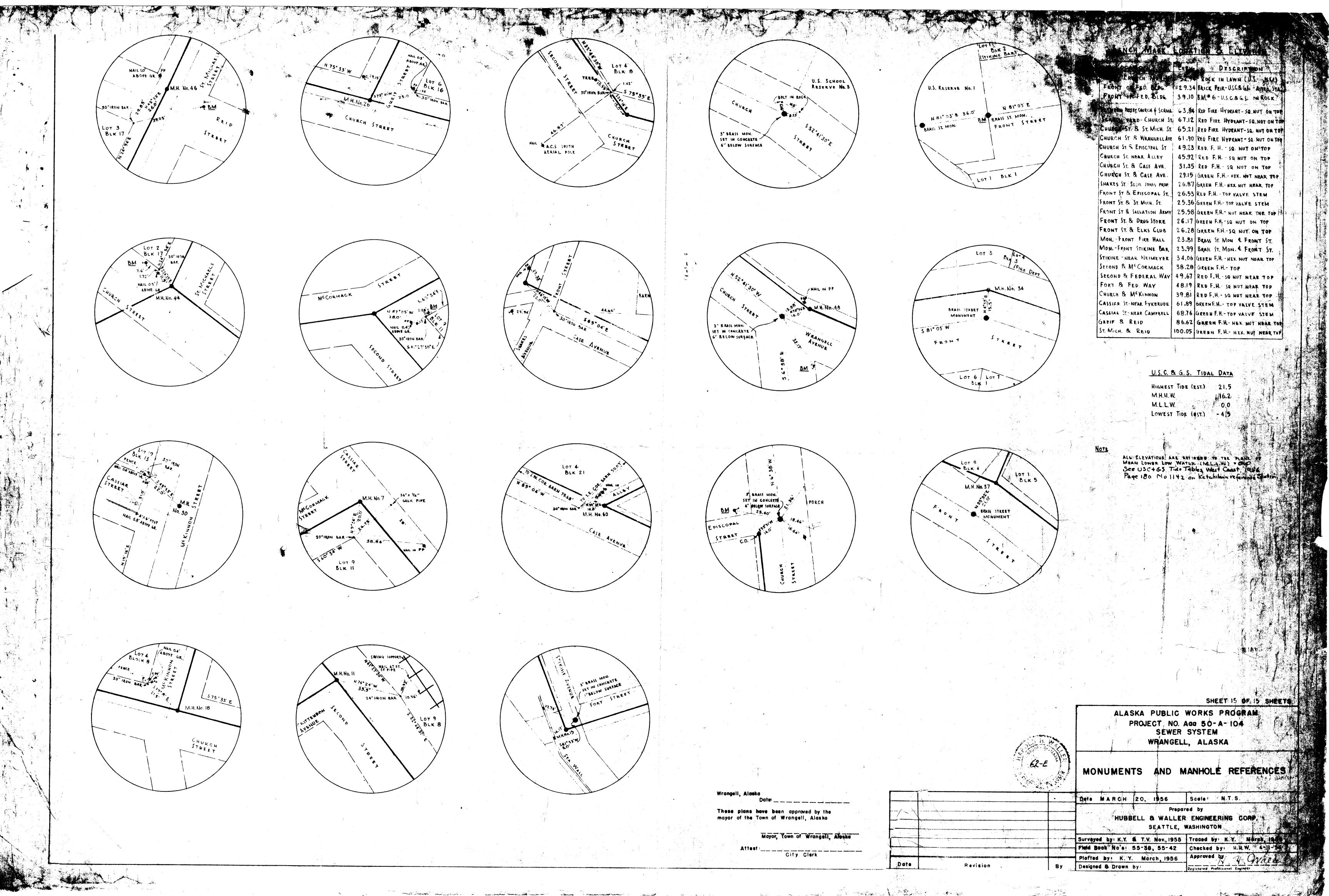
Wrangell, Alaska
Date: These plans have been approved by the mayor of the Town of Wrangell, Alaska. Mayor, Town of Wrangell, Alaska Attest: _____City Clerk

	•	4							
			Date: MARCH 20, 1956	Scale: NONE					
			Prepared by HUBBELL & WALLER ENGINEERING CORP. SEATTLE, WASHINGTON						
			Surveyed by:	Traced by: E.C.P. 4-2-56					
2-21-58	As Ruilt	W. W. H.	Field Books No's.	Checked by: H. H. W 4-5-56					
	7.0	, W. W. (1,	Plotted by:	Approved by:					
Date	Revision	Ву	Data Assembled by:T.O.M. & G.D.McG	Approved by: N. N. Malle. Registered Professional Engineer					

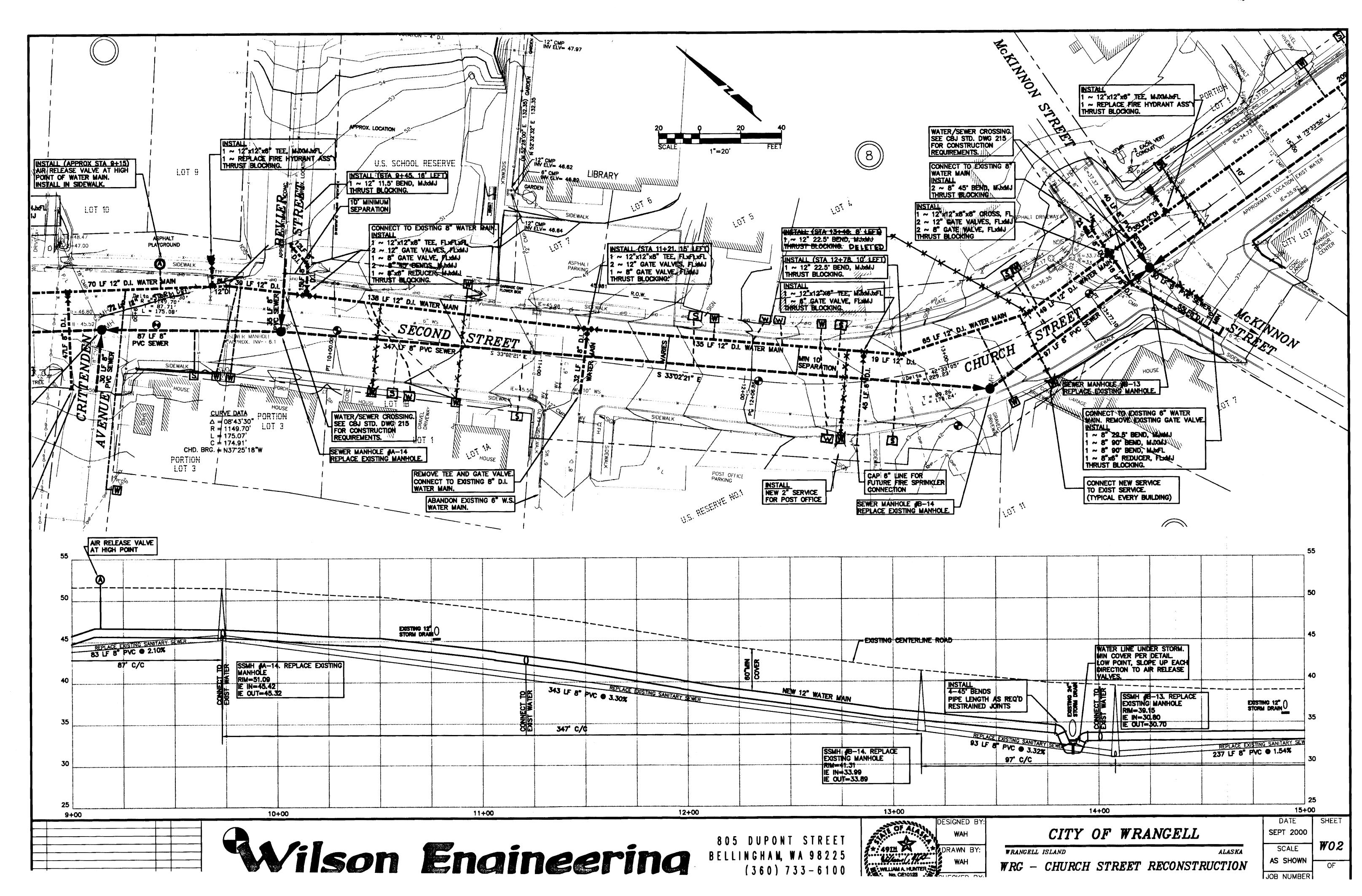


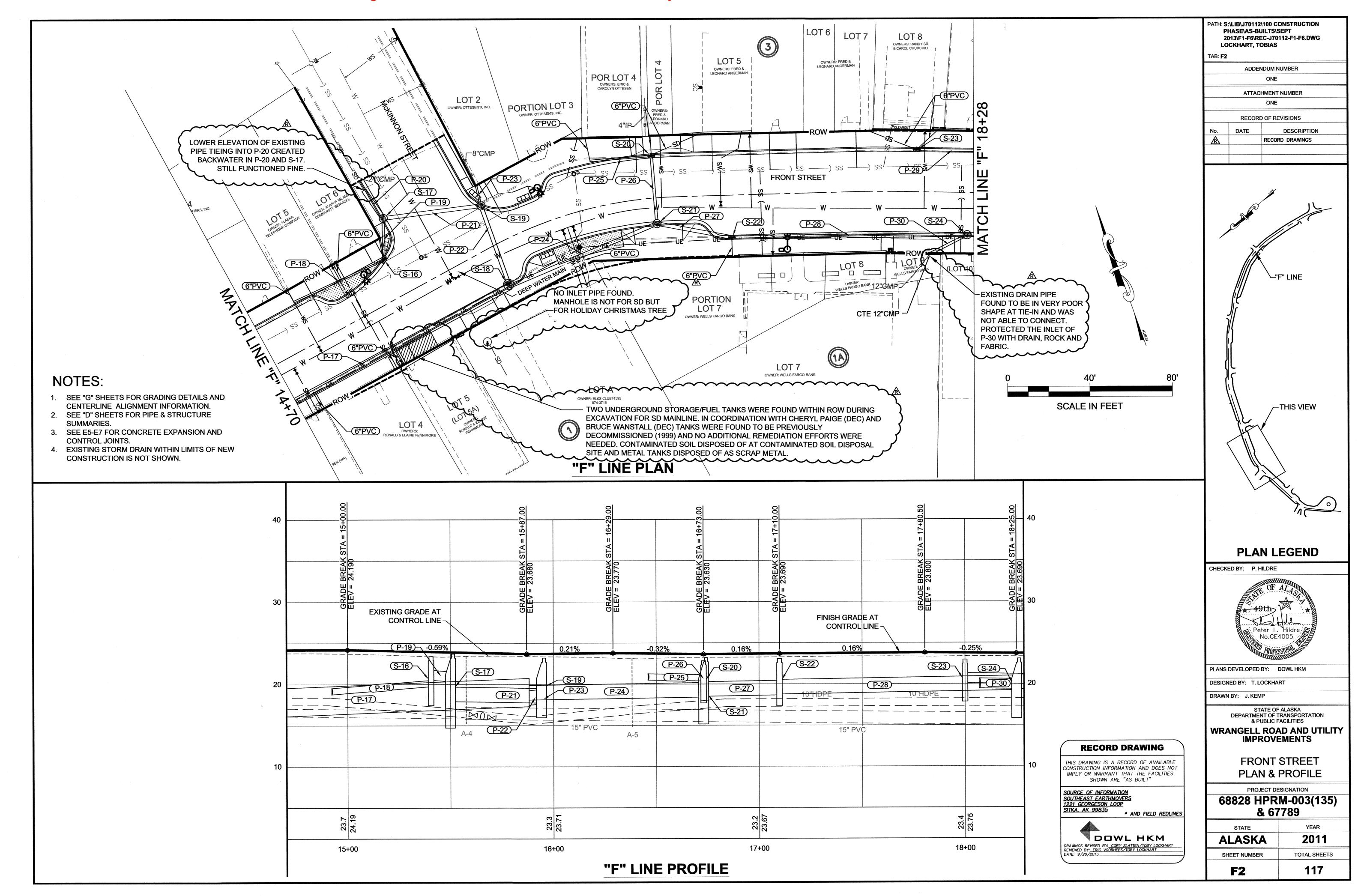


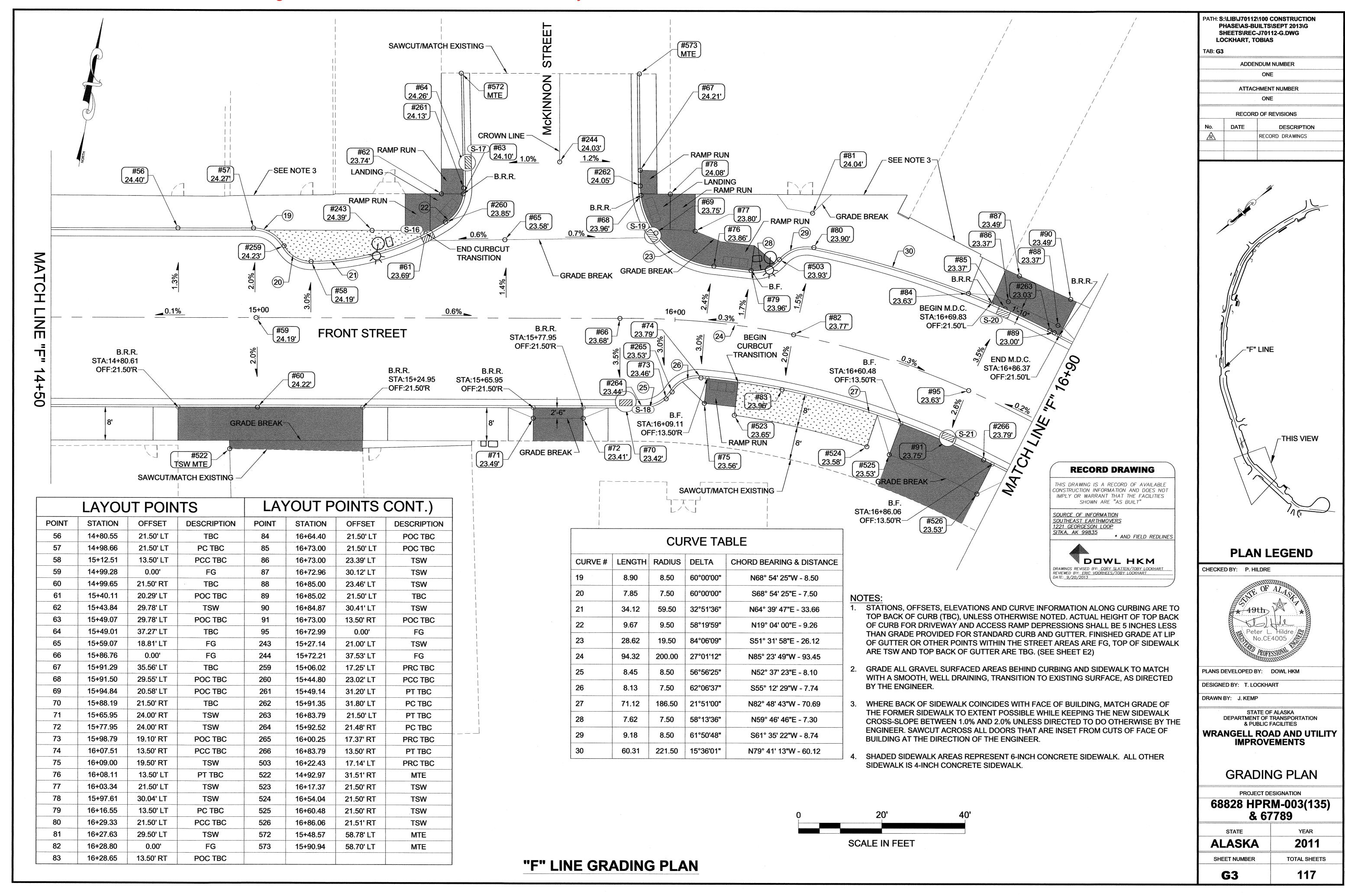




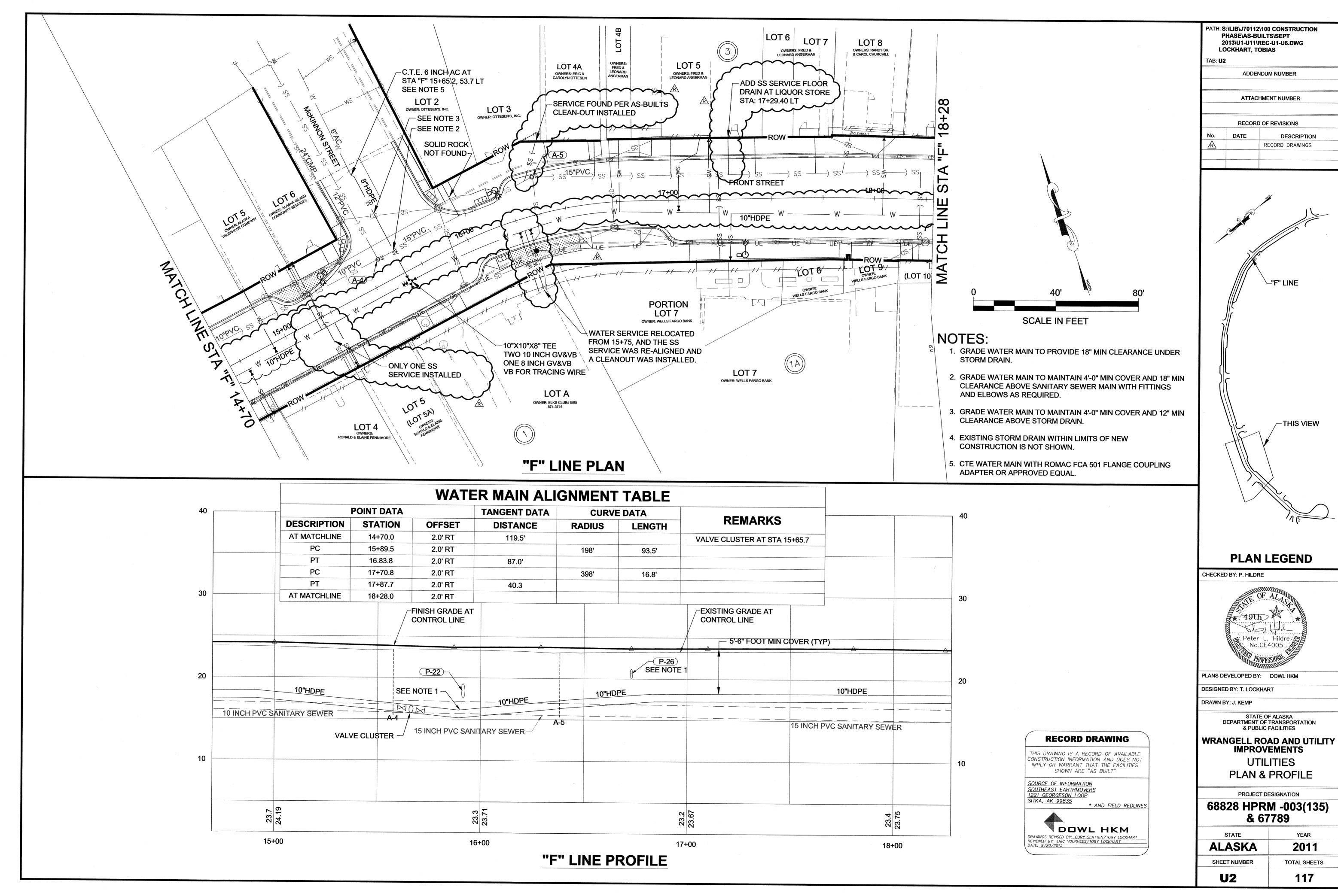
As-Builts from 2000 Church Street Reconstruction Project - Related to McKinnon Street



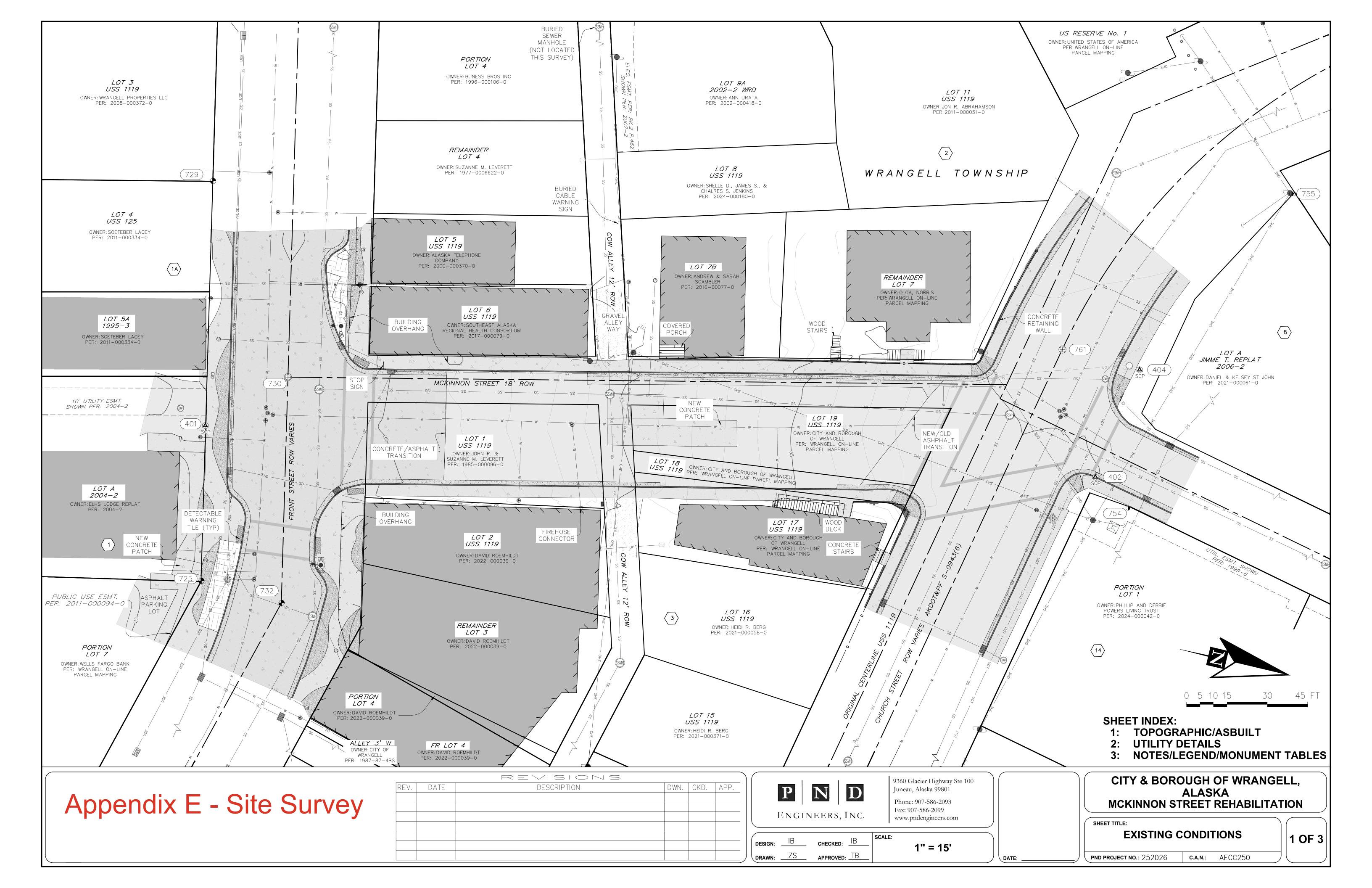


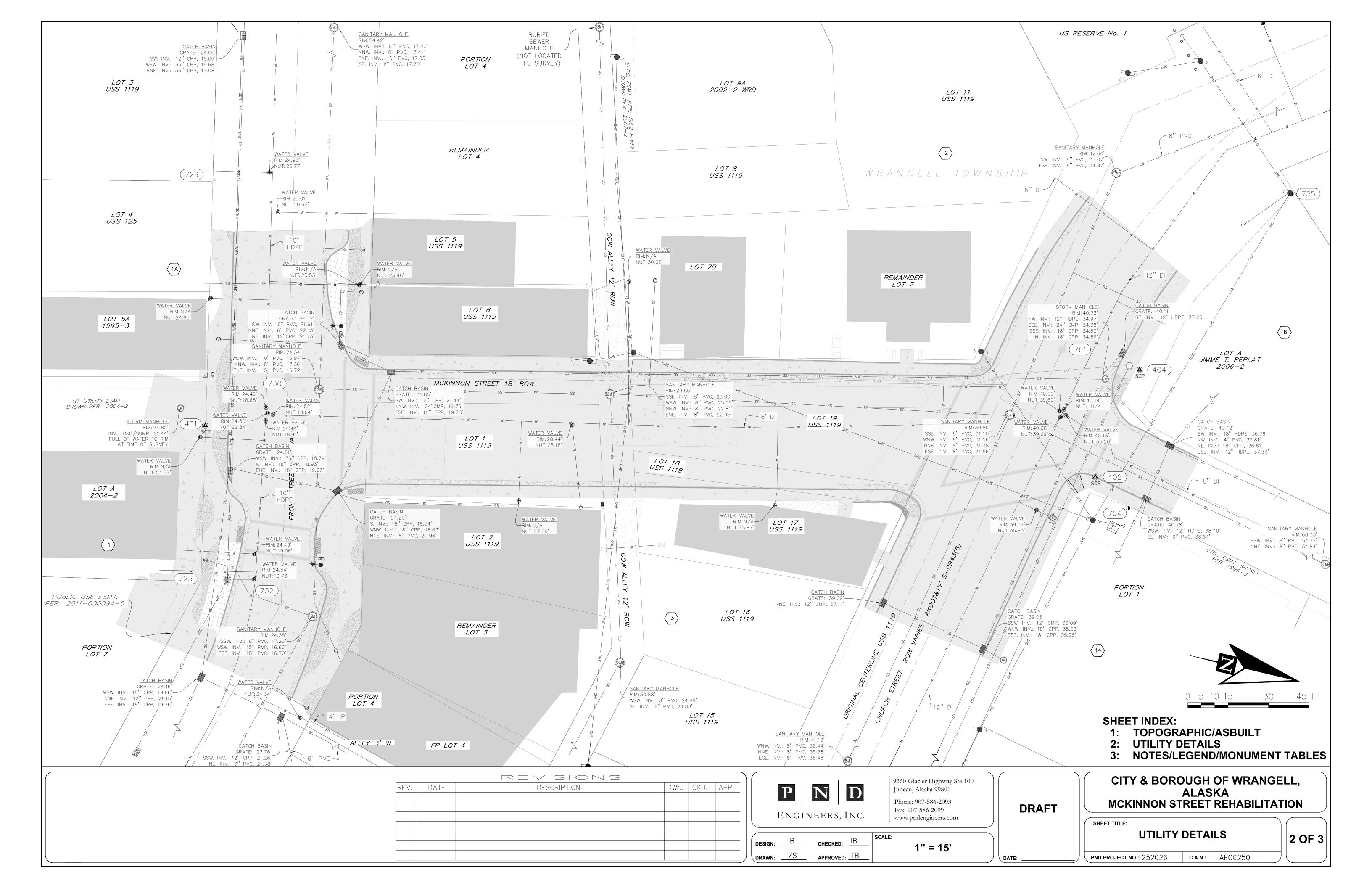


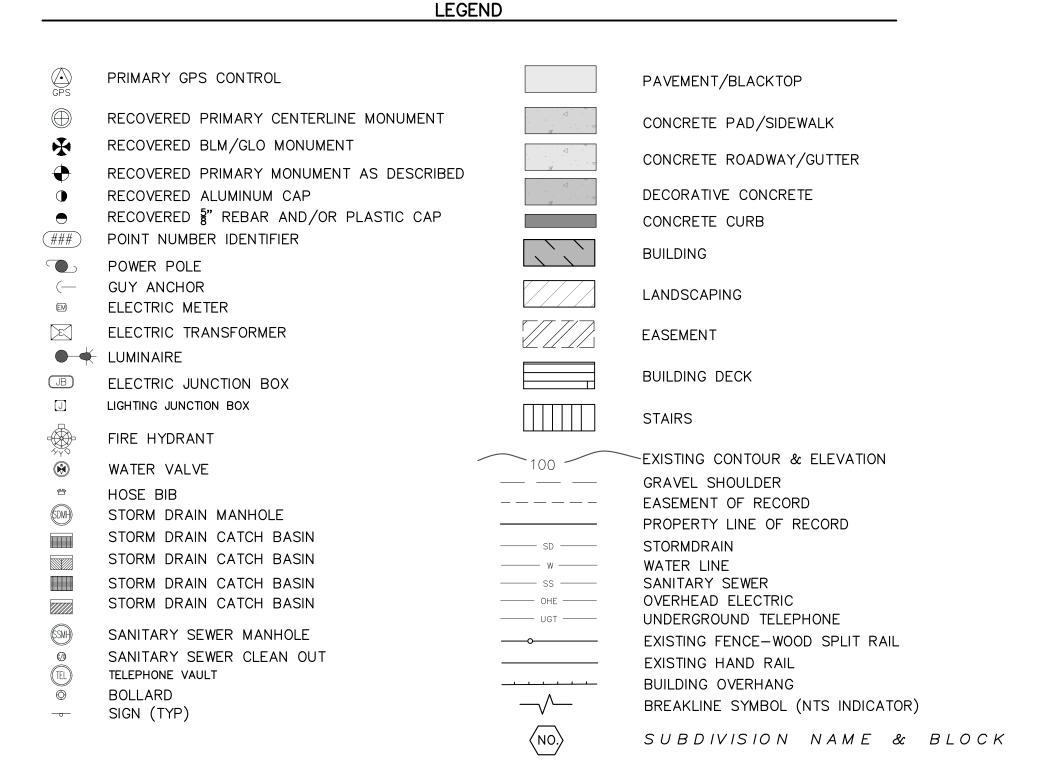
As-Built Drawings from the Front Street Rehabilitation Project - Related to McKinnon Street



STATE	YEAR				
ALASKA	2011				
SHEET NUMBER	TOTAL SHEETS 117				
U2					







SURVEY CONTROL

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
* 202	1695669.215	2945161.486	22.17	SBC 202 1 3/8 BC PND CP-1
401	1696229.908	2944940.442	24.49	SNL PK/FLSHR PND CP
402	1696557.731	2944891.988	40.48	SBC 1 3/8 DBC PND CP-2
404	1696565.733	2944849.628	41.01	SNL SPIKE
* 501	1696448.732	2945337.063	57.71	FBC 945 1204 BM 5 3.75" SBC
* 514	1696366.439	2944512.554	40.27	FBC NO-6 1954 3.5" USCGS DOMED SBC

* NOT SHOWN HEREON

SHEET INDEX:

- 1: TOPOGRAPHIC/ASBUILT
- 2: UTILITY DETAILS
- 3: NOTES/LEGEND/MONUMENT TABLES

		REVISIONS			
REV.	DATE	DESCRIPTION	DWN.	CKD.	APP.
				-	

NOTES

- 1. BASIS OF COORDINATES FOR THIS SURVEY ARE NORTH AMERICAN DATUM OF 1983 EPOCH: 2011 (NAD83(2011)), ALASKA STATE PLANE ZONE 1 IN U.S. SURVEY FEET, DERIVED FROM GLOBAL NAVIGATION SATELLITE SYSTEM STATIC OBSERVATION (GNSS), POST PROCESSED USING NATIONAL GEODETIC SURVEY (NGS) ONLINE USER POSITIONING SERVICE (OPUS) FOR POINT NUMBER 202 THIS SURVEY; A 1 3 BRASS CAP, SET FLUSH IN ROCK. ALL OTHER CONTROL POINTS WERE OBSERVED USING REDUNDANT MEASUREMENT TECHNIQUES AND LEAST SQUARES NETWORK ADJUSTED USING TRIMBLE BUSINESS CENTER VERSION 2024.1. POINT 202 WAS FOUND TO HAVE THE FOLLOWING COORDINATES:

 N: 1695669.215
 - E: 2945161.486
- 2. THE BASIS OF ELEVATION FOR THIS SURVEY IS MEAN LOWER LOW WATER (MLLW=0.00), DERIVED FROM AND HOLDING THE PUBLISHED ELEVATION FOR 945 1204 BM-5, A RECOVERED 3 \(\frac{1}{4}\)" BRASS CAP, POINT NUMBER 501 THIS SURVEY. ALL OTHER CONTROL POINTS WERE OBSERVED USING REDUNDANT MEASUREMENT TECHNIQUES AND LEAST SQUARES NETWORK ADJUSTED USING TRIMBLE BUSINESS CENTER VERSION 2024.1. POINT NUMBER 501 HAS THE FOLLOWING PUBLISHED ELEVATION.

 EL: 57.71
- 3. THE FIELD SURVEY WAS PERFORMED FEBRUARY 24-27, 2025, BY PND ENGINEERS.
- 4. ALL DIMENSIONS AND COORDINATES ARE IN U.S. SURVEY FEET UNLESS OTHERWISE NOTED.
- 5. THIS SURVEY WAS COMPLETED USING GNSS SURVEY TECHNIQUES. REAL TIME KINEMATIC (RTK) OBSERVATIONS WERE STORED USING TRIMBLE R12i AND R10 MODEL 2, GNSS RECEIVERS.
- 6. UNDERGROUND UTILITY LOCATES WERE SURVEYED WHERE MARKED BY OTHERS. UNDERGROUND ELECTRIC WAS NOT MARKED AT TIME OF SURVEY. UNDERGROUND TELEPHONE WAS NOT MARKED AT TIME OF SURVEY. UNDERGROUND SEWER SYSTEM AND UNDERGROUND WATER IS SHOWN USING COMBINATION OF FIELD SURVEY INFORMATION AND RECORD INFORMATION FROM STATE OF ALASKA DEPARTMENT OF TRANSPORATION AND PUBLIC FACILITIES SOUTHEAST REGION WRANGELL ROAD IMPROVEMENTS, PROJECT NUMBER 68828 HPRM-003(135 AND STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES SOUTHEAST REGION, WRANGELL-CHURCH STREET RECONSTRUCTIONS, PROJECT NUMBER 68086, FEDERAL PROJECT NUMBER STP--0943(23)
- 7. CONTOURS ARE IN FEET, WITH ONE FOOT INTERVALS.
- 8. NO TITLE REPORT WAS PREPARED FOR THIS SURVEY. EASEMENTS AND ENCUMBRANCES MAY EXIST THAT ARE NOT SHOWN HEREON.
- 9. PROPERTY LINES SHOWN HEREON ARE FROM PLATS AND DEEDS OF RECORD, AS NOTED HEREON, ROTATED AND SCALED TO FIT FIELD DATA AS BEST POSSIBLE.

RECOVERED MONUMENTATION

POINT #	NORTHING	EASTING	DESCRIPTION
725	1696240.23	2944997.21	FBC [2" BRASS CAP, 9019-S 2012]
* 726	1696176.44	2945194.52	FBC [2" BRASS CAP, 9019-S 2012]
* 727	1696189.50	2945158.08	FBC [2" BRASS CAP, 9019-S 2012]
* 728	1696199.46	2944766.72	FBC [2" BRASS CAP, 9019-S 2012]
729	1696214.26	2944850.85	FBC [2" BRASS CAP, 9019-S 2012]
* 731	1696208.62	2944646.58	FBC [2" BRASS CAP, 9019-S 2012]
732	1696271.05	2944999.18	FBC [2" BRASS CAP, 9019-S 2012]
* 733	1696228.81	2945136.99	FBC [2" BRASS CAP, 9019-S 2012]
* 734	1696207.78	2945196.22	FBC [2" BRASS CAP, 9019-S 2012]
* 735	1696196.15	2945228.05	FBC [2" BRASS CAP, 9019-S 2012]
* 736	1696115.32	2945458.42	FBC [2" BRASS CAP, 9019-S 2012]
754	1696571.91	2944900.91	FAC [2" BRAUN, ROW]
755	1696607.73	2944774.12	FAC [2" SCHEFF, LS 6700]
* 758	1696938.82	2944486.24	FBC [2.5" AKDOT/PF, CL]
* 759	1696630.68	2944711.18	FBC [2.5" AKDOT/PF, CL]
* 760	1696801.96	2944595.06	FBC [2.5" AKDOT/PF, CL]
* 761	1696536.13	2944848.08	FBC [2.5" AKDOT/PF, CL]
* 762	1696480.60	2945081.67	FBC [2.5" AKDOT/PF, CL]

* NOT SHOWN HEREON

