

City and Borough of Wrangell, Alaska



REQUEST FOR PROPOSALS

WRANGELL DRINKING WATER TREATMENT PILOT STUDY

Issued by:  Date: March 24, 2015

Ruby McMurren, Project Manager

WRANGELL DRINKING WATER TREATMENT PILOT STUDY

SCOPE OF SERVICES: The City and Borough of Wrangell (CBW) is requesting proposals from qualified consultants to perform a Wrangell Drinking Water Treatment Pilot Study.

PRE-PROPOSAL MEETING: A non-mandatory pre-proposal meeting will be held in the Borough Assembly Chambers, 205 Brueger Street, at **11:00 a.m., Alaska Time on April 7, 2015.** Persons interested in submitting proposals are encouraged to attend. Those wishing to attend by teleconference can call (212) 812-2800 and enter the code 2964-0696.

QUESTIONS REGARDING THIS RFP: Ruby McMurren, Project Manager, phone 907-874-3494, fax 907-874-2699, wrgpm@wrangell.com is the sole point of contact for all issues pertaining to this procurement.

DEADLINE FOR PROPOSALS: **4 copies** of the proposal, in a ***sealed envelope***, must be received by the Borough Clerk prior to **2:00 p.m. Alaska Time on April 15, 2015,** or such later time as the Project Manager may announce by addendum to plan holders at any time prior to the submittal date. Proposals will be time-stamped by the Borough Clerk, which will establish the official time of receipt of proposals. Late proposals **will not** be accepted and will be returned unopened. Faxed or emailed proposals will not be accepted. Acknowledgement of addenda may be delivered by fax or email but confirmation of receipt of any submitted documents is the sole responsibility of the proposer.

Note: Mailing/delivery times to Alaska may take longer than other areas of the U.S.

Proposal documents delivered in person or by courier services must be delivered to:

PHYSICAL LOCATION:

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

Proposal documents delivered by the U.S. Postal Service must be mailed to:

MAILINGADDRESS:

City and Borough of Wrangell, Borough Clerk

The CBW Borough Clerk, Kim Lane's phone number is 907-874-2381, fax 907-874-3952

TABLE OF CONTENTS

1.0 GENERAL INFORMATION

2.0 RULES GOVERNING COMPETITION

3.0 PROPOSAL CONTENT REQUIREMENTS

4.0 EVALUATION OF PROPOSALS

5.0 SELECTION AND AWARD PROCESS

6.0 INSURANCE REQUIREMENTS

ATTACHMENT 1 – STANDARD CONTRACT

7.0 CONSULTANT’S GOOD STANDING WITH CBW FINANCE DEPARTMENT

EVALUATION RANKING SHEET

ATTACHMENT 2 – PHOTOGRAPH OF EXISTING PROJECT SITE

1.1 GENERAL INFORMATION

This Request for Proposals (RFP) defines the scope of the project, explains the procedures for selecting a firm to provide the requested services, and defines the documents required to respond to the RFP.

1.2 Purpose

The purpose of this document is to solicit proposals from qualified consultants to provide a Wrangell Drinking Water Treatment Pilot Study.

1.3 Scope of Services

The Consultant shall provide all necessary professional services, i.e., scoping, permitting, design, construction and mobilization of pilot plant and associated equipment, operation and all necessary measurements and testing of pilot plant, preparation of reports outlining results and recommendations resulting from pilot study and other services as necessary to provide an appropriate treatment system recommendation to the City and Borough of Wrangell.

This project consists of providing an initial analysis of CBW's water source, design, construction, and installation of an appropriate pilot treatment plant capable of testing any likely treatment methods identified in the initial analysis, operation and testing of the pilot plant, and providing a final report outlining methods, results, and recommendations. The recommended water treatment method shall produce drinking water that exceeds all current and known future regulatory requirements. The study will take into account annual and seasonal fluctuations in source water quality and water demand.

The site of the work is approximately one mile from downtown Wrangell on Wood Street.

General Requirements

- A. The Consultant shall conduct at least two (2) design workshops in coordination with the CBW Project Manager and other appropriate CBW staff. The initial workshop will be to scope the project, with the second meeting after the initial analysis of CBW's water source as pilot treatment methods are determined.
- B. The Consultant will provide the hard copy reports of the initial water analysis and recommended pilot treatment methodology, pilot treatment plant design and site requirements, and a final report detailing methodologies used, all pilot plant test data, results, and final recommended water treatment system.

- C. The Consultant shall work with the CBW Project Manager to develop a final scope of work which responds to the estimated budget. The Consultant shall prepare and submit to the CBW Project Manager a preliminary cost estimate after the scoping meeting. The CBW Project Manager shall be kept informed of design modifications to the original scope which result in cost increases to the original estimate. An upgrade of the estimate shall be submitted at each design review meeting.
- D. The Consultant shall ensure that the design remains in conformity with the estimated budget. If the cost estimate is greater than 10% higher than the available funds, the Consultant shall redesign the project to conform to the estimated construction budget at no additional charge to the City.
- E. The Consultant shall attend all required meetings and shall be available to present the final report to the Borough Assembly, or their subcommittee, if directed by the CBW.
- F. The Consultant may be required to attend at least one public meeting to discuss the project with local residents.
- G. The Consultant shall assist the CBW in acquiring all required federal, and state permits required for the project. The Consultant shall notify the CBW early in the design process of any potential permits.
- H. The Consultant shall provide design clarification as requested by the CBW Project Manager during construction. Design Clarification and Verification Requests (DCVR) shall be addressed in a timely manner and at no additional cost to the City. The CBW Project Manager may authorize additional compensation for DCVR's but not in the instance of a design error.
- I. Drawings, reports, and technical specifications shall be submitted as described below.

Document Submittals

- Bid ready construction documents **will not** be required. This purpose of this project is only to characterize Wrangell's source water supply and to recommend an appropriate treatment system to be designed in a later phase.

Reports shall be submitted in the following hard copy and electronic formats.

- - ◆ Four (4) set(s) of 8 ½"X11" Bound report of water analysis/recommendations and report of pilot plant design/site requirements
 - ◆ Four (4) set(s) of 8 ½"X11" bound final report

- ♦ Electronic copies of all reports in PDF format
- ♦ Electronic copy of all drawings in AutoCAD 2008 format. Electronic files shall be submitted on a CD and clearly labeled as to its contents.

1.4 Completion

The final report shall be completed and delivered by Dec 15, 2016.

1.5 Background

The CBW municipal offices are located at 205 Brueger Street, Wrangell, Alaska 99929. The Public Works/Project Management office is located on 1119 Case Avenue, Wrangell, Alaska 99929.

1.6 Questions

Questions regarding this proposal should be directed to:

Ruby McMurren, Project Manager
City and Borough of Wrangell
Email: wrgpm@wrangell.com
Telephone: (907)874-3494 Fax (907)874-2699

Office hours are 8:00 a.m. to 4:30 p.m. local time, Monday through Friday.

1.7 Standard Contract Language

Attached to this RFP is the CBW's standard contract (Attachment 1) which should be carefully reviewed by proposers, as it is the form of agreement that the CBW intends that the selected Consultant sign in the event of acceptance of its proposal.

2.1 Rules Governing Competition

2.2 Pre-Proposal

Proposers should carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP. Proposers should become fully aware of the nature of the services requested and the conditions likely to be encountered in performing the services.

2.3 Proposal Development

The content of proposals will be kept confidential until the selection of the Consultant is publicly announced. All materials submitted in response to this RFP will become the property of the CBW. One copy shall be retained for the official files of the Borough Clerk and will become public record after announcement of the successful Proposer. The CBW will not return proposals to the Proposer. The CBW reserves the right to reject any or all proposals. Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

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

All proposals must be signed. Proposals must be received in the number of copies stated in the RFP no later than the date and time specified in the cover letter. All copies of the proposals must be under sealed cover and plainly marked. Proposals not received by the date and time specified in the cover letter will not be considered.

2.4 Disclosure of Proposal Contents.

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

3.1 PROPOSAL CONTENT REQUIREMENTS

The information requested below should be organized in the manner specified in order to achieve a uniform review process and obtain the maximum degree of comparability for the Selection Committee.

- Proposed Method to Accomplish the Project: Proposal shall demonstrate an understanding of the requested scope of services. Include proposed work

schedule and methodology for accomplishing the project, showing insight to the specific details of the project.

- Organization and Capacity of the Firm: Identify the consultant team proposed for this project and demonstrate their ability to perform the desired services within the established schedule. The proposal should discuss the current workload of staff proposed for the requested services.
- Firm's Representation: The proposal shall specify readily available personnel to accomplish the desired services. Key personnel shall be named and their roles within the project clearly identified. Other project commitments of key personnel shall also be identified. The level of involvement should be displayed in a way which is consistent with the scale of the project. The qualifications of personnel shall be included.
- Firm's Experience with Similar Projects: Proposal should include a list of projects of similar scale and scope, succinctly described
- Firm's Hourly Rates: Evaluation will include the hourly rates of pay for personnel to be used on this project. Hourly rates shall include all markups and multipliers. Include a list of reimbursable expenses typical for this type of project. Review the Standard Contract regarding allowable reimbursables.
- Quality of the Proposal: Evaluation will include the clarity and professional quality of the document(s) submitted.
- Licenses: The proposal must include a statement indicating that all required corporate, all required professional occupational licenses and all other necessary licenses/certifications are currently held. License/certification numbers must be provided.
- Acknowledge Receipt of All Addenda: Failure to acknowledge addenda may result in the proposal being considered non-responsive and subject to rejection.
- Proposal Signature: The proposal must be signed by a representative who has authority to bind the firm. Name and title of the individual signing the proposal must be printed below or adjacent to the signature.
- Resumes: Resumes may be attached to the proposal as appendices and will not be included in the page count for proposals. ***Limit resume length to one page per person.***

4.1 EVALUATION OF PROPOSALS

4.2 Criteria

Proposals will be evaluated and scored, using the criteria on the EVALUATION/RANKING page, found at the end of this document, in order to ascertain which proposal best meets the needs of the CBW. The items to be considered during the evaluation and the associated point values are located on the EVALUATION/RANKING sheet at the end of this RFP.

4.3 Evaluation Data

The evaluation Data discussed below is the presented in an effort to delineate what criteria will be used to score proposals. Please do not include a separate section in your proposal for Evaluation Data. Much of the information discussed and requested below should be included in the proposal as part of the Proposal Content Requirements discussed in SECTION 3.0 of this RFP.

4.2.1 Proposed Method to Accomplish the Project

- a. Work schedule and methodology will be evaluated according to budget sensitivity, efficiency, completeness and pertinence of the tasks submitted by the Proposer, as well as the creativity and logic of the overall approach. The proposal should show interest and insight about this project.

4.2.2 Organization, Capacity of Firm and Personnel Qualifications

- a. Evaluation will be made of the Proposer's organization and the ability to perform the desired services within the established schedule.
- b. Evaluation will be made based on proposed personnel, their relevant qualifications and experience, and their proposed scale of involvement.

4.2.3 Relevant Experience and Past Record of Performance

Evaluation will be made of the Proposer's experience with projects of similar scope and scale, as well as other projects with the CBW, other government agencies and private industry.

4.2.4 Firm's Hourly Rates

Evaluation will be made on the proposed hourly rates of pay for personnel to be used on this project.

4.2.5 Quality of the Proposal

Is proposal clear and concise? Is proposal responsive to the needs of the

project? Evaluation will include the clarity and professional quality of the document(s) submitted.

4.3 Evaluation Process

Evaluation of the proposals will be performed by a committee selected by the CBW Borough Manager. The intent of the CBW is to make award based on written proposals.

5.0 SELECTION AND AWARD

An evaluation committee will review, evaluate, score and rank proposals, in accordance with criteria identified below and the Evaluation/Ranking sheet located at the end of this RFP. Clarification of submitted material may be requested during the evaluation process. Interviews by telephone with top ranked Proposers may also be conducted at the discretion of the evaluation committee. If necessary, in-person interviews will be conducted. Finalists will be notified and informed of interview requirements. In the event of a tie in the ranking totals, only the raw scores of the Proposers who are tied will be totaled to determine the appropriate ranking. The successful Proposer will be invited to submit a cost proposal and enter into contract negotiations with CBW. Upon conclusion of successful negotiations and compliance with any pre-award obligations, award will be made in the form the attached contract. If an agreement cannot be reached during the negotiation process, the City will notify the Proposer and terminate the negotiations. Negotiations may then be conducted with the next Proposer in the order of its respective ranking.

In order to expedite the negotiation process, the consultant is encouraged to prepare a cost proposal in advance so that it can be provided immediately upon request after selection of the top proposer. This cost proposal shall not be included in the initial RFP response.

6.0 INSURANCE REQUIREMENTS

The insurance requirements for this project are specified in Attachment 1 – Sample Contract, under Appendix C.

7.0 CONSULTANT'S GOOD STANDING WITH CBW FINANCE DEPARTMENT

Consultants must be in good standing with the CBW prior to award, and prior to any contract renewals, and in any event no later than **seven business days** following notification by the CBW of intent to award. **Good standing** means: all amounts owed to the CBW are current and the Consultant is not delinquent with respect to any taxes, fees, assessment, or other monies due and owed the CBW, or a Confession of Judgment has been executed and the Consultant is in compliance with the terms of any stipulation associated with the Confession of Judgment, including being current as to any installment payments due; and Consultant is current in all CBW reporting obligations (such as sales tax registration and reporting and business personal property declarations). Failure to meet these requirements may be cause for rejection of your proposal. To determine if your business is in good standing, or for further information, contact the CBW Finance Department's at (907) 874-2381.

CONSULTING FIRM: _____

SCORED BY: _____

DATE: _____

EVALUATION/RANKING

		POINTS AWARDED	
		<u>Points</u>	<u>Possible Score</u>
4.2.1	Proposed Method to Accomplish the Project	0 - 25	_____
4.2.2	Organization, Capacity of Firm and Personnel Qualifications		
	a. Organization and ability to perform services within desired schedule	0 – 20	_____
	b. Experience of proposed personnel and scale of involvement	0 – 20	_____
4.2.3	Relevant Experience and Past Record of Performance	0 – 25	_____
4.2.4	Proposed Hourly Rates	0 – 5	_____
4.2.5	Quality of Proposal	0 – 5	_____
		TOTAL POINTS	100
		INDIVIDUAL RANKING	_____

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES is made and entered into this _____ day of _____, 20____, by and between the **City and Borough of Wrangell, Alaska**, an Alaska home rule municipal corporation, whose address is Post Office Box 531, Wrangell, Alaska 99929, hereinafter called *OWNER*, and [**Contractor's Legal Name**], *¹, licensed and qualified to do business within the State of Alaska, whose address is _____, hereinafter called *CONTRACTOR*.

Recitals

A. OWNER desires the performance, provision, and accomplishment of the work, services and materials described and set forth in Section 1.

B. 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, the parties hereto agree as follows:

Section 1: Agreement to Perform. OWNER 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.

Section 2: Time for Completion of Work. Upon receiving a written Notice to Proceed, the work called for in this agreement shall be performed and completed as follows: [insert or attach scope of work]

Section 3: Compensation and Payment. For and in consideration of the timely and proper performance of work authorized as provided herein, OWNER shall pay CONTRACTOR as follows: [insert or attach terms]

¹ Insert one of the following as appropriate:

- 1) a corporation organized and existing under the laws of the State
- 2) an individual
- 3) a partnership, composed of [list partners]

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 OWNER, and CONTRACTOR expressly waives any claim therefore.

Section 5: CONTRACTOR Qualified. CONTRACTOR expressly represents and warrants 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.

Section 6: Independent Contractor. The parties hereto expressly agree that CONTRACTOR shall be and is an independent contractor, is not an employee or agent of OWNER, and is, therefore, entitled to no insurance coverage, whether worker's compensation or otherwise, and no other benefits accorded to OWNER'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 OWNER 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.

Section 7: Termination.

(a) Termination for Cause. This agreement may be terminated in whole or in part in writing by OWNER 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.

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

(c) In the event termination is for the convenience of OWNER pursuant to (b) above, CONTRACTOR shall be paid for the services or other work that have been actually performed prior to the effective time of such notice of intent to terminate and for reimbursement of any reimbursable expenses that were

actually expended and paid prior to the effective time of such notice of intent to terminate, and OWNER shall not be liable or responsible for any loss of profits or any other damages, amounts or payments whatsoever to CONTRACTOR.

(d) Upon receipt of a termination notice, CONTRACTOR shall promptly discontinue all services and deliver or otherwise make available to OWNER 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.

(e) 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.

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. CONTRACTOR agrees to indemnify, defend, and hold harmless the OWNER, from claims or liability for the negligent acts, errors, or omissions of the CONTRACTOR, per AS 36.90.300 effective May 26, 2008.

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 OWNER proof of insurance in accordance with subsection (b) of this section in a form acceptable to OWNER.

(b) CONTRACTOR shall provide the following types of insurance. OWNER shall be insured as additional insured on all insurance policies except professional liability and workers' compensation contracts. All policies shall have a thirty (30) day cancellation clause.

(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 the amounts of \$500,000 per occurrence and \$500,000 aggregate.

(3) Comprehensive automobile liability, bodily injury and property damage, including all owned, hired and non-owned automobiles in the amount of \$500,000 each occurrence and 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 OWNER prior to cancellation.

Section 11: Independent Contractor: No Authority to Bind OWNER.

The parties hereto 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 OWNER 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 OWNER.

Section 12: Assignment and Subletting Prohibited.

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 hereunder without the prior written consent of OWNER. 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 OWNER.

Section 13: Notice.

Any notice, demand, request, consent, approval or other communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of its change of address in writing. Notice shall be deemed to have been duly made and given when delivered if served personally, or upon the expiration of twenty-four (24) hours after the time of mailing if mailed as provided in this section.

OWNER: City and Borough of Wrangell
Post Office Box 531
Wrangell, Alaska 99929

CONTRACTOR: _____

Section 14: Equal Employment Opportunity.

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

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

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

Section 15: Miscellaneous.

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

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

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

condition. The consent or approval by either party to any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

(d) Law Applicable. The laws of the State of Alaska shall govern the construction, validity, performance and enforcement of this agreement. Venue as to any action, claim or proceeding arising out of, or based upon, this agreement, including but not limited to any action for declaratory or injunctive relief, shall be the appropriate Court sitting in the City & Borough of Wrangell, First Judicial District, Alaska.

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

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

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

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

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

(j) Entire Agreement. This agreement, and any schedules, appendices or exhibits attached hereto, sets forth all the covenants, promises, agreements, conditions and understandings between the parties hereto, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth. Except as herein otherwise 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 hereto unless reduced to writing and signed by both parties. This agreement constitutes a final, complete and exclusive statement of the agreement between the parties.

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

Section 16: Maximum Amount of Contract. CONTRACTOR acknowledges and agrees that OWNER's funding is of a limited nature and source and that OWNER shall in no event be liable for payment of any amounts under this agreement, or otherwise, in excess of the total amount of _____Dollars (\$_____), and at such times as the total amount paid or due, or claimed by CONTRACTOR, reaches a total of _____Dollars (\$_____), CONTRACTOR shall forthwith notify OWNER thereof. It shall be CONTRACTOR's obligation to notify OWNER and to assure no work in excess of said total sum of _____Dollars (\$_____) is done. Work done in excess thereof shall not entitle CONTRACTOR to any payment, and CONTRACTOR expressly waives any claim therefor unless such additional work was separately authorized in writing as a written change order or amendment to this agreement prior to commencement and performance of any such additional work.

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

OWNER:
City and Borough of Wrangell

ATTEST:

Kim Lane
Borough Clerk

By: _____
Jeff Jabusch
Borough Manager

[FOLLOWING ARE EXAMPLES OF CORPORATE, INDIVIDUAL & PARTNERSHIP BLOCKS]

CONTRACTOR:
[1] (corporate name)

ATTEST:

[name]
Secretary

By: _____
[name]
President

[2] [individual's name]
CONTRACTOR

CONTRACTOR:
[3] [partnership name]

By: _____
[partner's name]
Partner/General Partner

By: _____
[partner's name]
Partner/General Partner

[If Contractor is a corporation:]

Corporate Certificate

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

(Corporate Seal) _____

STATE OF ALASKA)
)ss:
First Judicial District)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by **Jeff Jabusch** and **Kim Lane**, Borough Manager and Borough Clerk, respectively, of the City and Borough of Wrangell, Alaska , an Alaska municipal corporation, on behalf of the corporation

Notary Public for Alaska
Commission expires: _____

STATE OF ALASKA)
)ss: [Change state and to county if necessary]
First Judicial District)

- Use one of the below depending upon identity of CONTRACTOR.
[1] = corporate (two officers)
[2] = corporate (one officer)
[3] = partnership (one partner)
[4] = individual

Notary Public for Alaska
Commission expires: _____

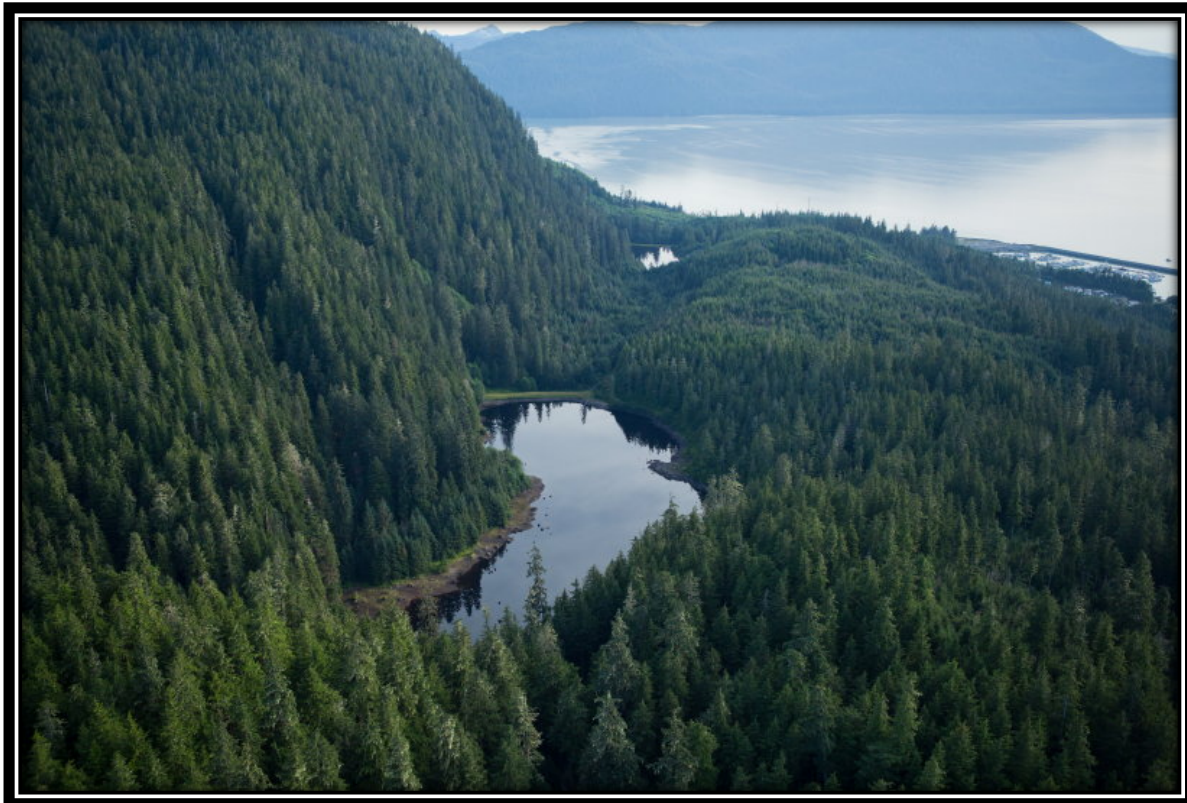
- [1] The foregoing instrument was acknowledged before me this ____ day of *, 20____, by * and *, * and *, respectively, of *, an Alaska corporation, on behalf of the corporation
[2] The foregoing instrument was acknowledged before me this ____ day of *, 20____, by *, * of *, an Alaska corporation, on behalf of the corporation.
[3] The foregoing instrument was acknowledged before me this ____ day of *, 20____, by *, Partner, on behalf of *, a partnership.
[4] The foregoing instrument was acknowledged before me this ____ day of *, 20____, by *.

ATTACHMENT 2: PHOTOGRAPHS OF EXISTING PROJECT SITE





Water Treatment Facility



View from Upper Reservoir