



|                    |                |        |
|--------------------|----------------|--------|
|                    | Approved       | Denied |
| Date Action Taken: | 4/13/09        |        |
| Other:             |                |        |
| Verified by:       | <i>Hornice</i> |        |

**WASILLA CITY COUNCIL ACTION MEMORANDUM**

**AM No. 09-15**

**TITLE: CONTRACT AWARD TO USKH, INC. IN THE AMOUNT OF \$305,098 FOR THE COMPREHENSIVE PLAN UPDATE AND THE WASILLA TO BIG LAKE TRAIL SCOPING PROJECT CONTINGENT UPON FY 2010 BUDGET FUNDING.**

**Agenda of:** April 13, 2009

**Date:** April 2, 2009

**Originator:** Public Works Director

| Route to: | Department  | Signature/Date            |
|-----------|---|---------------------------|
|           | Police Chief<br>Youth Court, Dispatch, Code Compliance                      |                           |
|           | Culture and Recreation Services Director<br>Library, Museum, Sports Complex |                           |
| X         | Public Works Director<br>Facility Maintenance, Utility, Roads & Airport     | <i>William W. Hornice</i> |
| X         | Chief Financial Officer<br>Finance, Risk Management, Purchasing & MIS       | <i>Cheryl...</i>          |
| X         | Deputy Administrator<br>Planning, Economic Development,<br>Human Resources  | <i>Mary...</i>            |
| X         | City Clerk  | <i>Hornice</i>            |

**REVIEWED BY MAYOR VERNE E. RUPRIGHT:** *Mary Lyde for Mayor Rupright*

**FISCAL IMPACT:**  yes \$173,058 or  no Funds Available  yes  no  
 Account name/number: Comp Plan Update/110-4181-499.45-01 \$173,058  
 Was-Big Lake Trail/110-4520-452.45-34 \$132,000

Attachments: RFP Invitation, Contract

**SUMMARY STATEMENT:** A Request for Proposal was issued by the City on December 15, 2008 for planning services to update the Comprehensive plan. Four proposals were received and evaluated, and USKH was selected as the most qualified firm based on their proposal. The Wasilla to Big Lake Trail scoping project was added to the contract since it entails the same type of planning services. City funds will be used for the Comprehensive Plan Update, and a State Grant is funding the Wasilla to Big Lake Trail Scoping Project.

The total contract is expected to be approximately \$305,058; \$173,058 for Comprehensive Plan and \$132,000 for the Wasilla to Big Lake Trail Scoping Project.

The FY 2009 City funds for the project are 73,058 with remainder of the contract amount will be presented for City Council approval in the FY 10 Budget.

The contract with USKH specifies in section 6 and 10 b that completion of the project and the balance of the \$173,058 will be contingent on the FY 2010 Budget containing the additional funds needed for this project.

**ACTION:** Authorize the Mayor to execute an initial contract with USKH, Inc. in the amount of \$305,058 for the Comprehensive Plan Update and the Wasilla to Big Lake Trail Scoping Project contingent upon adoption of the FY 2010 budget funding.

# Wasilla to Big Lake Trail Study

## Scope of Work Outline

### 1. Prepare base map

A GIS base map will be developed using available mapping and aerial photographic resources for the study area.

### 2. Identify Stakeholders

Stakeholders would include, but not be limited to major landowners in the area, the City of Wasilla, the Mat-Su Borough, AK DNR, and trail interest groups and users.

### 3. Create Stakeholder Focus Group

A Focus Group will be formed to lead the study, including landowners, trail group and user representatives, the City, Mat-Su Borough and other interested parties

### 4. Meet with Stakeholder Focus Group

USKH will organize and conduct a meeting of the Stakeholder Group to explain the project, the planning process and to get input.

### 5. Public Meeting

USKH will organize and conduct a public meeting to explain the project, the planning process and to get initial input from the community.

### 6. Identify Trail Route Alternatives

USKH will identify and analyze options and alternatives for trail routing.

### 7. Select and Map Two Best Alternatives

The best two trail routes will be selected based upon the analysis. Trail segments will be identified. Typical and conceptual cross sections of trail design for the various segments will be prepared.

As part of the analysis, an environmental scan will be performed to identify environmental and permitting issues, such as wetlands.

### 8. Prepare Preliminary Property Ownership and R.O.W. Analysis

This task will create a map showing affected properties, ownership and R.O.W. required for acquisition.

## **9. Meet with stakeholder Focus Group**

USKH will organize and conduct a meeting of the Stakeholder Focus Group and present the data gathered and generated by the study. The purpose of the meeting will be to gather input on the final route selection.

## **10. Conduct public meeting**

USKH will organize and conduct a public meeting. Trail route alternatives will be presented and input on the final route selection will be solicited

## **11. Select Best Alternative Route**

Based upon the USKH analysis and input from the Stakeholder Focus Group and the public, the preferred alternative will be selected. Permitting processes and environmental issues will be identified.

## **12. Stakeholder and Public Meetings**

The preferred alternative route will be presented at a public meeting.

## **13. Prepare Final Trail Plan and a Property/R.O.W Acquisition Report and Map**

A planning document/report on the trail route planning process will be prepared. In addition, a map and report on R.O.W. acquisition will be prepared. This report and accompanying maps will be a tool for land acquisition efforts in that it will identify properties and acreages required for the trail development.

## **Additional Services**

- **Parcel Plats and a Final Map**
- When the project proceeds into actual land acquisition, parcel plats and a final map will be required. The cost of these services is dependent upon the number of parcels and complexity of survey requirements.
- **R.O. W. staking**
- **Land Acquisition Process Assistance**
- **Permitting**
- **Trail segment design**

# CONTRACT FOR PROFESSIONAL SERVICES

A Contract Between

**City of Wasilla**  
**290 E. Herning Avenue**  
**Wasilla, AK 99654**  
**Ph. (907) 373-9010 Fax (907) 373-9011**

And

**USKH, Inc.**  
**2515 A St.**  
**Anchorage, AK 99503**  
**Ph. (907)276-4245 Fax (907)258-4653**

WHEREAS, WMC 5.08.030 authorizes elective the Mayor or the Mayor's designee to engage, subject to the approval of the City Council, services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor are both necessary and in the best interests of the City of Wasilla;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Mayor and/or Wasilla City Council.
2. **DEFINITIONS.** "City" means the City of Wasilla and any city agency identified herein. "Independent Contractor" means USKH which is an entity that performs services and/or provides goods for the City under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.
3. **CONTRACT TERM.** This Contract shall be effective from April 6, 2009 thru May 1, 2010, unless sooner terminated by either party as specified in paragraph (9).
4. **NOTICE.** Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.
5. **INCORPORATED DOCUMENTS.** The parties agree that the scope of work shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence; a Contractor's Attachment shall not contradict or supersede any City specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract:
  - a. **ATTACHMENTS:**
    - i. **PROPOSER:** Comprehensive Plan Proposal, dated 3/2/09
    - ii. **PROPOSER:** Wasilla to Big Lake Trail Study Scope of Work, dated 3/3/23/09
6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in paragraph (5) at a total maximum cost as specified in the Cost Proposals and will be paid \$305,058. It is understood that \$204,908 is available from the City of Wasilla FY 09 budget and the remaining funds may be authorized in FY10, subject to the provisions of Paragraph 10 (b) of this Agreement. The City does not agree to reimburse Contractor for any other expenses except those submitted in a change order. Any intervening end to appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.
7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.
8. **TIMELINESS OF BILLING SUBMISSION.** The parties agree that timeliness of billing is of the essence to the contract and recognize that the City is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the City no later than July 15 of the same year. A billing submitted after July 15, which forces the City to process the billing as a stale claim, will subject the Contractor to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to the City of processing the billing as a stale claim and that this amount will be deducted from the payment due to the Contractor.

## 9. INSPECTION & AUDIT.

- a. Books and Records. Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
- b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by a City audit representative or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.
- c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in the Contract. The retention period runs from the date of payment for the relevant goods or services by the City, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

## 10. CONTRACT TERMINATION.

- a. General Termination. This contract may be terminated by the City for any reason upon thirty (30) days written notice prior to the date such termination is effective. In the event the City exercises its right to termination of this agreement pursuant to this section, all finished or unfinished reports or other material prepared by Consultant under this contract shall, at the option of the City, become its property and Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials before the date termination is effective. Such compensation shall not be in addition to payment provided to the Consultant under this agreement.
- b. City Termination for Nonappropriation. The continuation of this Contract beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the City Council, State Legislature and/or federal sources. The City may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from City, State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:
  - i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
  - ii. If any state, City, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
  - iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
  - iv. If the City materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
  - v. If it is found by the City that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the City of Wasilla with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
  - vi. If it is found by the City that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:
  - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

- ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
  - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
  - iv. Contractor shall preserve, protect and promptly deliver into City possession all proprietary information in accordance with paragraph (21).
11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$175 per hour for City-employed attorneys. The City may set off consideration against any unpaid obligation of Contractor to any City agency.
12. **LIMITED LIABILITY.** The City will not waive and intends to assert available liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any City breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 150% of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.
13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
14. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the City's right to participate, the City from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.
15. **INDEPENDENT CONTRACTOR.** Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the City shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the City; (4) participation or contributions by either Contractor or the City to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the City. Contractor shall indemnify and hold City harmless from, and defend City against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the City. The City and Contractor shall evaluate the nature of services and term negotiated in order to determine "independent contractor" status and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such.
16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the City, Contractor, as an independent contractor and not an employee of the City, must carry policies of insurance in amounts specified in this Insurance Schedule and pay all taxes and fees incident hereunto. The City shall have no liability except as specifically provided in the Contract. The Contractor shall not commence work before:
  - a. Contractor has provided the required evidence of insurance to the Contracting Agency of the City, and
  - b. The City has approved the insurance policies provided by the Contractor.
  - c. Prior approval of the insurance policies by the City shall be a condition precedent to any payment of consideration under this Contract and the City's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the City to timely approve shall not constitute a waiver of the condition.
  - d. Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by the City, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:
    - i. Final acceptance by the City of the completion of this Contract; or
    - ii. Such time as the insurance is no longer required by the City under the terms of this Contract.

- e. Any insurance or self-insurance available to the City shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the City and immediately replace such insurance or bond with an insurer meeting the requirements.
- f. *Workers' Compensation and Employer's Liability Insurance*
  - i. Contractor shall provide proof of worker's compensation insurance as required of Alaska Administrative Code Title 8.
  - ii. Employer's Liability insurance with a minimum limit of:
    - 1. Bodily Injury by Accident - \$100,000 per accident
    - 2. Bodily Injury by Disease - \$100,000 per employee
    - 3. Bodily Injury by Disease - \$500,000 policy limit
  - iii. If this contract is for temporary or leased employees, an *Alternate Employer* endorsement must be attached to the Contractor's workers' compensation insurance policy.
- g. *Commercial General Liability Insurance*
  - i. Minimum Limits required:
    - 1. \$2,000,000 General Aggregate
    - 2. \$1,000,000 Products & Completed Operations Aggregate
    - 3. \$1,000,000 Personal and Advertising Injury
    - 4. \$1,000,000 Each Occurrence
- h. *Business Automobile Liability Insurance*
  - i. Minimum Limit required: \$1,000,000 Each Occurrence for bodily injury and property damage. Coverage shall be for "any auto" (including owned, non-owned and hired vehicles). The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- i. *Professional Errors & Omissions Liability Insurance*
  - i. Minimum Limit required: \$1,000,000 per claim/\$1,000,000 aggregate
  - ii. Retroactive date: Prior to commencement of the performance of the contract
  - iii. Discovery period: Three (3) years after termination date of contract.
  - iv. A certified copy of this policy may be required.
- j. *Umbrella or Excess Liability Insurance*
  - i. May be used to achieve the above minimum liability limits.
  - ii. Shall be endorsed to city it is "As Broad as Primary Policy"
- k. *General Requirements:*
  - i. Additional Insured: By endorsement to the general liability, automobile and umbrella/excess liability insurance policy evidenced by Contractor, *The City of Wasilla, its officers, employees and immune contractors* shall be named as additional insureds for all liability arising from the Contract.
  - ii. Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
  - iii. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
  - iv. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention.
- l. Policy Cancellation: Except for twenty (20) days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without sixty (60) days prior written notice to the City of Wasilla, c/o Purchasing/Contracting Officer, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown above.
- m. Approved Insurer: Each insurance policy shall be:
  - i. Issued by insurance companies authorized to do business in the State of Alaska or eligible surplus lines insurers acceptable to the City.
  - ii. Currently rated by A.M. Best as "A-VII" or better.
- n. *Evidence of Insurance*: Prior to the start of any Work, Contractor must provide the following document(s) to the City:
  - i. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the City to evidence the insurance policies and coverages required of Contractor.

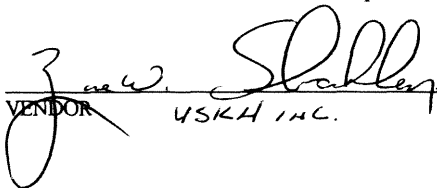


- ii. Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.
  - o. Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the City or others, and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.
  - p. Mail all required insurance documents to the City address (ATTN: PURCHASING OFFICER) identified on page one of the contract.
  - q. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any city, borough, state or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The City may set off against consideration due any delinquent government obligation.
17. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
  18. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
  19. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by City, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the City.
  20. CITY OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into City possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the City. Notwithstanding the foregoing, the City shall have no proprietary interest in any materials licensed for use by the City that are subject to patent, trademark or copyright protection.
  21. PUBLIC RECORDS. Pursuant to WMC 5.08.120(F), information or documents received from Contractor may be open to public inspection and copying. The City will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with Section 9.18 of the RFP, provided that Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any document that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
  22. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
  23. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:
    - a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
    - b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
    - c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall

not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

24. LOBBYING The parties agree, whether expressly prohibited by federal, State or local law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
- a. Any federal, state, City or local agency, legislature, commission, council or board;
  - b. Any federal, state, City or local legislator, commission member, council member, board member, or other elected official; or
  - c. Any officer or employee of any federal, state, City or local agency; legislature, commission, council or board.
25. WARRANTIES.
- a. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
  - b. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the City. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multicentury formulas and data values and date data interface values that reflect the century.
26. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the Mayor and/or City Council and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
27. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the City of Wasilla, without giving effect to any principle of conflict-of-interest that would require the application of the law of any other jurisdiction. Any civil action to enforce this Contract shall be brought in the trial courts for the State of Alaska at Palmer, Alaska.
28. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Mayor and/or City Council.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

  
\_\_\_\_\_  
VENDOR USKH INC.

APRIL 2, 2009  
\_\_\_\_\_  
Date

APPROVED:

\_\_\_\_\_  
Verne E. Rupright, Mayor

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Notary Public for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_



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*Long Resumes of our Key Personnel are Located Behind Page 20 of this Proposal.*

*USKH's Alaska and Wasilla Business License, as well as our W-9 Form can be found behind the Long Resumes.*



## Statement of Interest and Qualifications

### Our Mission

Creating sustainable solutions to improve quality of life for communities.



USKH's team has the perfect combination of local presence and knowledge and nationally recognized expertise.

### 4.3.1. FIRM ORGANIZATION

USKH Inc. (USKH) is pleased to present our professional qualifications for the City of Wasilla Comprehensive Plan Update. Established in Anchorage in 1972, we have 8 offices nationwide with a staff of approximately 200 (130 of which are in Alaska). We have been providing full spectrum architectural, engineering, and planning services to public and private sector clients in Alaska for 37 years. We understand that the continued community planning and improvement of infrastructure in the city of Wasilla (the City) is important for the success and growth of the community, as well as our firm. USKH has an office in Wasilla, and with many of our staff living in the city and the surrounding area, we have a vested interest in the success of this project.

USKH collaborates with our clients to provide the best designs to meet their individual needs. We have attended the pre-proposal meeting, talked to the city staff, and investigated the project area thoroughly. As you read our proposal, we are confident that you will recognize the depth of our understanding of this project and the strong desire we have to complete it successfully.

We have specifically selected our team members based on their combination of experience in Wasilla and their familiarity in working with the City: Pat Coleman and Dara Glass, our Project Planners, Zane Shanklin, our Contract Manager, Art Johnson, our Transportation Engineer/Planner, and Dean Syta and Ray Plummer, our Infrastructure and Utility Engineers/Planners. These people are available today to begin work on your project immediately. Even though our multi-disciplinary capabilities would enable us to easily complete the entire project in-house, we have decided to enhance the quality of the service we can provide by supplementing our team with two individuals that have special expertise:

*Greg Gould, from POWTEC, Inc. (POWTEC), has been involved in over 89 different infrastructure development and community planning projects and provided assistance to over 56 Alaskans communities over the last 21 years. Greg previously worked for the State of Alaska and has assisted Alaska municipalities with annexation strategies. We are currently working with Greg on the Comprehensive Plan for Nuiqsut.*

*Robert Gibbs from Gibb's Planning Group (GPB) has been active in developing innovative yet practical methods for applying current trends in residential and commercial development to more than 300 town centers and historic cities across North America, the Pacific Rim and the Caribbean. We have teamed with Robert to specifically address future downtown and commercial development in Wasilla. Robert is considered a leading urban planning consultant by some of the most respected mayors, architects, and shopping center developers in America.*

**City of Wasilla  
PROJECT MANAGER**

**PROJECT MANAGEMENT**  
Contract Manager - Zane Shanklin, P.E.  
Project Manager - Patrick Coleman, AICP

**PLANNING & DESIGN SUPPORT**

*USKH*  
Lead Planner - Patrick Coleman, AICP  
Community Planner - Dara Glass  
Traffic Engineer/Planner - Art Johnson, P.E.  
Public Facilities/Infrastructure Planner - Ray Plummer, P.E.  
Civil Engineer/Infrastructure Planner - Dean Syta, P.E.

*POWTEC*  
Annexation Planning - Greg Gould

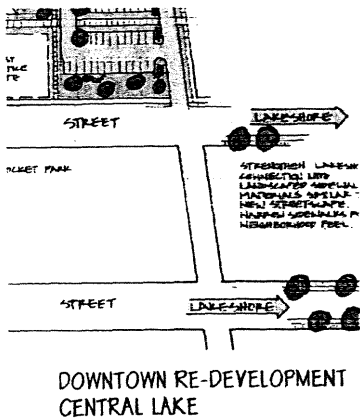
*Gibbs Planning Group*  
Downtown Development Consultant - Robert Gibbs

Our team's local knowledge, specialty consultants, years of planning experience, and immediate availability, gives our team all the tools needed to provide you with unequalled service capabilities to complete the Comprehensive Plan Update for the City of Wasilla.

The following Organization Chart illustrates our team's composition, the number of key staff that will work on this project, and the lines of authority. Each key team members' role, responsibilities and experience can be found in the Firm Personnel Section of the proposal, with a more detailed description in their long resumes. Many more individuals than those shown are expected to work on this project as support staff to provide graphics, mapping, research and administration work. All staff assigned to this project are full time employees, but none are anticipated to be working on this project full time.

Patrick Coleman, AICP, will be the Project Manager and Lead Planner. He is located in our Anchorage office, and will oversee the day-to-day efforts of the team and will be your primary point of contact throughout the project. Please refer to his resume in Section 4.3.5 of this proposal, as well as the long resumes of the key individuals located behind page 20 for more detailed descriptions of his planning project management experience and expertise.

Zane Shanklin, P.E., will be the Principal-In-Charge and will be responsible for contract management and compliance. He has managed a number of contracts for the City and is known by a number of your staff.



**4.3.1.1 Company Ownership:** USKH is incorporated in the State of Alaska. We hold a current State Business License (907614) and a City of Wasilla Business License (09-0000661) and we are incorporated in Alaska since 1972.

**4.3.1.2 Disclosure:** In compliance with the terms of the RFP, USKH does not now and has not previously had any alleged significant prior or ongoing contract failures, contract breaches, or civil or criminal litigation or investigations that involve the firm or in which the firm has been judged guilty or liable.

**4.3.1.3 Locations & Size of Firm and Staff :** From our simple beginning as a one-man, one-office firm, USKH has grown to more than 200 employees working from our offices located in Wasilla, Anchorage, Fairbanks, and Juneau, Alaska; Ferndale, Spokane, and Walla Walla, Washington; and Lewiston, Idaho. USKH's Wasilla office is located at 351 W. Parks Highway, Suite 200, Wasilla, AK 99654. Available space in the Wasilla office will allow outside staff to work directly in the City, just a few blocks from City Hall. However, most of the work under this

contract is planned to be completed either from our Anchorage office at 2515 A Street, Anchorage, AK 99503. All USKH staff selected for this project are located in these two offices.

**4.3.2. Contracts and Firm History:** As previously mentioned, USKH has provided full spectrum services in Alaska for 37 years. This stability and longevity result in our being recognized as an enduring firm. During this timeframe, we have provided these services for federal, municipal, and state agencies throughout the State of Alaska. During the last 2 years, we have provided planning services to the City of Wasilla, the Municipality of Anchorage, the Matanuska-Susitna Borough, the City of Palmer, the City and Borough of Sitka, the City and Borough of Juneau, the Fairbanks North Star Borough, the City of Fairbanks, the North Slope Borough, multiple state agencies, and many more. Please refer to the Firm Experience, section 4.3.4., as well as each team member's long resume for projects USKH has completed for these entities.



**4.3.3. Employment by the City of Wasilla:** Neither USKH, nor any of our employees are currently employed by any government agency.

**4.3.4 FIRM EXPERIENCE**

USKH has a long and distinguished history of providing professional services to local governments in Alaska.

**4.3.4.1. Planning Services:** USKH has provided consulting and planning services to government entities since 1972. In 2008, USKH expanded its planning services by hiring a Senior Planner, Patrick Coleman, AICP, with strong technical, project management and communications skills. Patrick's experience includes managing and leading numerous planning projects during his long and distinguished career in northern Michigan. As a former principal and CEO of a multi-discipline firm, Patrick understands the importance of excellent communication and effective project management, the value they provide the client and community, and the extent to which they contribute to the success of the project.

**4.3.4.2. Number of Staff:** As showcased above in firm organization, we have 6 in-house key team members as well as two subconsultants, POWTEC and GPB, who will be providing the majority of the planning and consulting services for this project. Most importantly, our team is available today to begin work on your project. Their role, responsibilities and experience can be found in the Firm Personnel Section of the proposal.

**4.3.4.3. Municipal Agencies:** We have listed numerous comparable municipal agencies that USKH is currently under contract with under Section 4.3.2.

Plan that not only addressed the capacity and character of the land, but also the community's dreams, desires and concerns. A broad and extensive community involvement program was developed to provide multiple opportunities for informing the citizens and receiving meaningful input. GIS mapping was used to identify lands suitable for development as well as land determined unsuitable due to wetlands, poor soils, steep slopes and subsidence risk from old mining shafts and stopes. The resulting plan has the acceptance of the community as well as development feasibility.

**Comprehensive Plan, City of Marquette, Michigan, Contact: Dennis Stachewicz, City Planner, 906-228-0425.** Marquette is a vibrant winter city of 25,000 persons situated on the south shore of Lake Superior that highly values citizen participation. Pat Coleman was part of a multi-disciplinary team that led a community-based planning effort. The project included extensive community involvement, including a citizen steering committee, a community survey, workshops, and participation of school children. The plan is unique because it included a "winter cities element" that examined Marquette's position as a winter city and recommended winter design guidelines and other steps to improve winter livability.



**South Marquette Form Based Code Project, City of Marquette, Michigan. Contact: Dennis Stachewicz, City Planner, 906-228-0425.** Patrick Coleman was lead planner for the form-based code project included extensive public involvement opportunities including a charrette, bus/walking tours and planning workshops. These events helped the South Marquette business and residential neighborhood define the form, public space, and scale desired in future development for the area. A form-based code ordinance was drafted including both text and graphics, which effectively communicates the form-based ordinance to stakeholders and decision-makers. The Marquette City Commission has adopted the new form-based code.

**U.S. 41 and U.S. 2 Highway Corridor Access Management Plans, Western U.P. Planning and Development Region, Houghton, Michigan.** Contact: Kim Stoker, Executive Director, WUPPDR, (906) 482-7205. Working with the regional planning agency and the Michigan Department of Transportation (MDOT), Patrick Coleman managed two major highway corridor access management planning projects. All land use, accidents, driveways, and land ownership within the study area were inventoried and GIS map layers created. Recommendations were made for highway corridor improvements, consolidation of driveways, parking lot cross-connections and pedestrian enhancements.

A key element of each planning process was the creation of Access Management Zoning Overlay Districts that added an additional layer of regulation on the highway corridors, with the goal being to improve safety while preserving traffic capacity on the U.S highways. Patrick worked with each local government on the

“Through Pat’s planning work . . . the City went from a decaying mining town to a prosperous community that has won many awards for the projects we completed”



**Dara Glass**  
Community Planner

workshops for elected and appointed public officials. He has designed and facilitated many public involvement programs, including workshops, focus groups, charrettes, and open house events.

He is currently working on Alaska municipal planning projects in Whittier, the Matanuska-Susitna Borough, Kenai, Fairbanks and several planning assignments for the Municipality of Anchorage. He is also a member of the Anchorage Urban Design Commission.

In addition, Patrick is recognized internationally for his expertise with planning in winter cities. This unique approach to planning earned him a seat on the Board of Directors of the Livable Winter Cities Association, an international organization that shares ideas to improve the quality of life in winter communities. He has published articles on winter planning and design in publications including “Michigan Planner”, “Winter Cities”, “APA Planning”, and “Lake Superior” magazines. He has made presentations on the topics of planning and design for winter cities in Anchorage and Fairbanks Alaska; across Canada; and in Japan, Sweden, and Russia.

**Dara Glass**  
**Community Planner**

Dara will provide assistance to the team with GIS mapping, research, writing, report preparation and community participation. Experience: Prior to joining USKH, Dara was employed as a community planner in a small city in Idaho and also spent years working as a paralegal performing research and writing briefs. She has considerable knowledge in zoning, land use law, and title research.



**Art Johnson, P.E.**  
Transportation Engineer/  
Planner

**Art Johnson, P.E. (CE-8706)**

**Transportation Engineer/Planner**

Art has more than 20 years experience in transportation/traffic engineering and has been project manager and lead designer for dozens of transportation/ traffic projects for various clients including the City of Wasilla, MSB, DOT&PF, and the MOA. Art’s experience includes both urban and rural road projects. They have ranged from new construction and re-construction, to rehabilitation projects. Art was raised in the Wasilla area and has a wealth of personal and professional experience with Wasilla since the early 1960’s. His professional experience includes the Nelson Avenue Reconstruction project for the City, signalization of Lucille/Parks intersection as part of the DOT&PF Parks Highway, Crusey Street to Lucus Road Rehabilitation project, and several DOT&PF HSIP intersection improvement projects, including Lucille/Nelson signalization, Lucille/Spruce and Lucille/Seldon. While working for another Wasilla based engineering firm in the mid-1980’s, Art worked on the design and construction inspection for most of the downtown Wasilla streets. Art recently completed the design of several large



projects for the DOT&PF and MOA and has ample capacity and time to lead the transportation planning component of project.

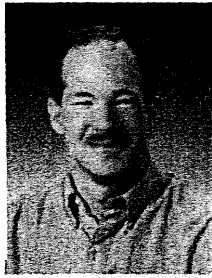


**Ray Plummer, P.E.**  
**Civil Engineer/  
Infrastructure Planner**

**Ray Plummer, P.E. (CE-9641)**

**Public Facilities and Infrastructure Planning**

Raymond E. Plummer III, P.E., leads the Water Resources Group and is a civil engineering project manager at USKH. He has more than 24 years of experience in project management, civil and environmental design, and land surveying. Experience includes site civil, roadway, utility, and pavement design; project programming and planning, storm drainage master planning, and flood hazard permitting; preparation of technical reports, guidance documents, drawings, specifications, feasibility studies, and cost estimates. He has both project management and design experience on construction of more than 850,000-sf of institutional, office, and retail development throughout Alaska including site selection assistance, geotechnical investigations, roadway widening, utility extensions, public involvement, local, state, and federal permitting, storm water management techniques, construction administration, and inspection services during construction.

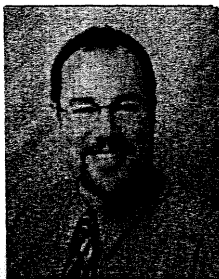


**Dean Syta, P.E.**  
**Civil Engineer/  
Infrastructure Planning**

**Dean Syta, P.E., (CE-9349)**

**Civil Engineer/Sewer, Water and Infrastructure Planning**

Dean has been with USKH since 1993, is one of the company's owners, and has a vested interest in ensuring this project is a complete success for the City of Wasilla. Dean is experienced in planning, designing, constructing, inspecting, and managing water, wastewater, and storm drainage projects. These projects include an extensive array of distribution and collection systems, water and wastewater treatment facilities, and treated effluent disposal systems. Dean is well versed in all aspects of utility development, including planning, funding, design, environmental assessment, permitting, easement acquisition, bidding, and construction administration. Dean has used this experience to complete a number of projects for the City of Wasilla. These projects included the Tommy Moe Storm Drain project and the South Mack waste and sewer utility project. During the Tommy Moe project, Dean uncovered hidden utility conflicts and costly problems with the design of the pump station. Dean worked with the project contractor, the original design engineer, and the City to mitigate cost increases associated with these problems, and to complete the project within the available funding.



**Greg Gould**  
**Annexation**

**Greg Gould, Planner, POWTEC, LLC.**

**Annexation**

Greg has worked in the Public sector for over 21 years, primarily for the State of Alaska. His most recent position was a Senior local Government Specialist. His experience includes assisting the local boundary commission with local government annexations and petitions; teaching courses on planning and zoning



commission, code of ordinance writing and certification, and infrastructure management; and conducting public involvement and conflict resolution sessions. His experience with community development and management has involved over 89 different projects in over 56 Alaskan communities.

**Robert Gibbs, Gibbs Planning Group, Inc.  
Downtown and Development Consultant**

Nationally recognized, Robert is considered a leading urban planning consultant by many. Profiled in the Atlantic Monthly, Consumers Reports, New York Times, Urban Land Institute, and The Wall Street Journal, Robert is said to have “an urban planning sensibility unlike anything possessed by the urban planners who usually design downtown renewal efforts.” Charleston’s Mayor Joseph P. Riley describes Gibbs’s work as “the Bible for the future of our historic district.”

During his career, Robert has been a leader in developing innovative yet practical methods for applying current trends in residential and commercial development. He has been consulted on almost every new American town center constructed during the past 25 years and has taught a popular executive Urban Retail Planning session at Harvard’s Graduate School of Design for the past 15 years. Robert has consulted for the cities of: Atlanta, Cambridge, Charleston, Chicago, Dallas, Denver, Ft. Meyers, Knoxville, Madison, Miami, Naples, Portland, Sarasota and Seattle. He has also consulted with many new urban towns including: Alys Beach, Kentland’s, Rosemary Beach and Seaside. Robert has not worked in Alaska is and extremely excited about having the opportunity to work in such a unique location.

**4.4 IDENTIFICATION OF ANTICIPATED POTENTIAL IMPLEMENTATION PROBLEMS**

The USKH Team does not anticipate any problems with implementation of our approach to the Comprehensive Plan Update. However, we recognize that unforeseen circumstances often occur in the implementation of a project of this size and scope. Good communication is the key to resolving problems and issues. We pledge to maintain excellent communication throughout the process. We suggest that all communications be directed through a single City designated contact and/or USKH project manager to ensure dependable lines of communication.

**4.5. METHODOLOGY**

**4.5.1. Approach**

The City has requested a proposal for professional planning services to assist the City with the update of the City Comprehensive Plan. With an office located in the City of Wasilla, USKH personnel have had the opportunity to visit the City

Hall on a frequent basis and learn about current issues. We are also familiar with a number of previous planning documents, including:

- 1996 Comprehensive Plan
- Wasilla Area Plans, Public Review Draft, 2008
- Wasilla Parks and Recreation Plan Draft, 2008
- Wasilla Official Streets and Highway Plan, 2005
- Wasilla Trails Plan, 1999
- Airport Master Plan



Through our knowledge of the above plans and documents, we have learned that recurring themes have been identified in previous planning efforts. These values include:

- Concern about the visual impacts of commercial development along the Parks Highway, and how to beautify this important area.
- Traffic circulation and safety
- How to make the city more pedestrian friendly and walkable
- Creating a defined downtown and city center, establishing the central place people can identify as downtown Wasilla
- The need to consider expansion of city boundaries to accommodate growth

We recognize this planning process will uncover, identify, and analyze additional community issues and opportunities. Like the values and issues associated with previous planning efforts, some will be common to many municipalities and we expect some issues will be unique to Wasilla. We believe our team is uniquely qualified to apply creative planning techniques and solutions adjusted and modified to fit the local situation and culture of the Wasilla community.

USKH is excited about this opportunity to work with the City of Wasilla Planning Commission, City Council, and the citizens of Wasilla to formulate a plan for the future of your community.

Robert of GPB is known nationally for his retail market analysis and downtown revitalization expertise. We have included a market and downtown study in our proposal to project future growth of retail and land requirements, and define achievable strategies to improve downtown Wasilla and define land requirements for future retail and commercial growth. Greg Gould of POWTEC, will work with USKH to define annexation areas and the process for expanding city boundaries.

The following pages describe our approach to the project.

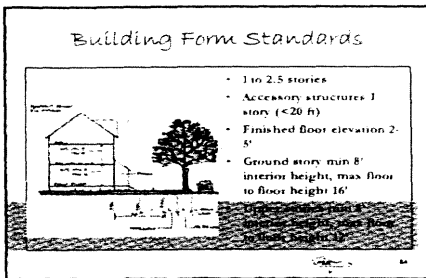
### ***Task 1: Kick-off Meeting***

We propose to conduct a Kick-off Meeting to introduce the project team to the

City Staff and Planning Commission members.

We would meet first with the City Staff to review and receive all pertinent information about Wasilla. We will also review, discuss and fine tune the project schedule including meeting dates and milestones. We will identify and create the best approach to putting plan information on the web and discuss citizen participation strategies and the use of a steering committee.

The formal Kick-off meeting will involve the Planning Commission. Following introductions, we will ask the Commission to discuss their goals for the project and to identify issues and opportunities.



The creation of a Comprehensive Plan Steering Committee will be discussed at the Kick-off Meeting. We suggest appointing a Steering Committee to provide a vital link between the Planning Commission and the community. This committee will be able to meet more often during the process, as required. Their sole purpose is to assist with the plan development, and they can focus their meetings on the plan it must deal with every month. Probably the most important value of a Steering Committee is to provide an opportunity to engage community leaders who might otherwise not be involved in public meetings and workshops.

**Task 2: Approach to Public Involvement**

Involving the Wasilla community in the planning process is critical for the success of this project. Our proposed approach includes several mechanisms designed to reach and hear from a variety of citizens, stakeholders and special interest groups. Because we are a local firm, it is easy to schedule and facilitate both formal and informal meetings in Wasilla.

USKH will take the lead on all community involvement efforts. We will schedule the meeting events, secure the meeting facilities, notifying the community, handle all meeting preparations and provide refreshments. The USKH team will conduct the meetings but do suggest introductory remarks by a City of Wasilla official at major community meetings.

At public meeting workshop and charrette events, the USKH team will use Sketch Up software and other available technologies to effectively communicate plan concepts to participants.

Listed below are the various participation components we are proposing. We believe it is important to meet with City staff to discuss and concur as to the best means of accomplishing an effective community involvement program



within the project budget.

#### *Appoint a Steering Committee*

A steering committee composed of key community leaders, stakeholders, business leaders and decision makers can be a good means of leading and directing the planning effort. The steering committee will not replace or diminish the role of the Planning Commission in the planning process. Instead it should be viewed as a means of broadening involvement and getting input from citizens and leaders who might not otherwise be involved. The steering committee is committed only to the Comprehensive Plan, while the Planning Commission has other responsibilities that may prevent them from spending the time required.

#### *Website*

USKH will create an interactive webpage just for the Comprehensive Plan. The website will be a great way to provide planning project information on the Internet and establish another means to engage the community. We will set up a specific website with its own web address, such as [www.wasillafutureplan.com](http://www.wasillafutureplan.com). This website will provide Comprehensive Plan information in a timely fashion to citizens about upcoming Comprehensive Plan events, background information, draft materials, public notices and links. This site will be linked to the City of Wasilla webpage as well.

The webpage will include a direct email link to the USKH team to enable citizens to provide comments directly to the consultants.

Currently, USKH is working with the Fairbanks North Star Borough Parks and Recreation Department on a study and Master Plan for future ball field development. We have a website set up at [www.fairbanksballparks.com](http://www.fairbanksballparks.com) that is similar to what we propose for the City of Wasilla. USKH has in-house web development expertise to be able to cost effectively customize a special website for this project.

#### *Community Survey*

We understand a community survey was implemented in recent years. This will be a useful tool in the development of the plan. If additional survey work is necessary or desired, it is easy to post a community survey on the proposed project website to obtain community views on additional or updated topics related to the plan.

#### *Senior Citizens*

Once again, as a firm, it is relatively easy for us to schedule time and meet with

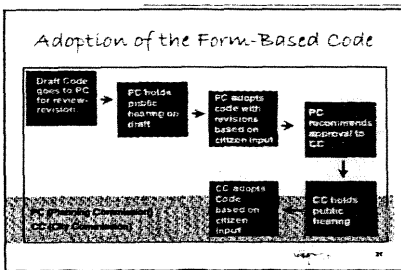
a variety of groups and stakeholders. One of these groups we can reach out to are senior citizens and retired persons. We can meet with them by promoting and conducting a workshop during the daytime hours, perhaps at a Senior Center or other suitable location. We have had success meeting with seniors with other projects.

*Youth*

As with senior citizens, youth are often overlooked as a group with ideas and concerns about the community. We propose to reach out to youth by working with the school district to identify youth to participate in the planning process, the steering committee and possibly a separate focus group.

*Community Visioning Workshop/Charrette*

A total of two Community Visioning Workshops and Charrette sessions will be conducted to engage citizens in the planning process. The USKH team will facilitate these public meetings. We have considerable experience conducting productive visioning sessions designed to identify issues and opportunities, prioritization and achieving consensus.



*Focus Group Charrette and Workshops*

As the planning process proceeds, we will likely identify a need for stakeholder focus groups interested in a specific topic, such as economic development, downtown development, housing, and other areas of special interest. These groups will likely be composed of 6-10 citizens with a range of viewpoints and an interest in committing to action-oriented, consensus building discussions on controversial and challenging topics.

We are proposing additional charrette meetings for the downtown development element. With our local availability, the USKH team can schedule and conduct meetings with focus groups as appropriate and desired.

*Press releases*

The USKH team will assist the City of Wasilla with generating interest in the planning process, workshops and public meetings by drafting press releases for distribution to various media serving the area.

**Task 3: Planning Commission and Steering Committee Training**

If there is interest, we also propose to conduct a Planning Commissioner training program. The program will focus on what is included in a Comprehensive Plan; define plan elements, community participation, and its relationship to zoning and other community decision-making. We believe this will be of great value to the

both the Planning Commission and Steering Committee as they embark upon the planning process.

**Task 4: Collect and analyze data**

The USKH team will assemble a wide variety of data about the City of Wasilla including but not limited to:

- Demographics, including population and trends, housing, and socio-economic characteristics
- Physical characteristics such as geology/soils, watersheds, vegetation, sensitive environmental features, and climate
- Cultural characteristics
- Transportation
- Existing Land Use
- Economic Development
- Maps, tables and charts that communicate the above features

We will examine and analyze current city codes and ordinances to identify conflicts or gaps with the community vision, goals and objectives.

The USKH team will also analyze local conditions as well as proposed annexation areas and provide specific guidance to the annexation process.

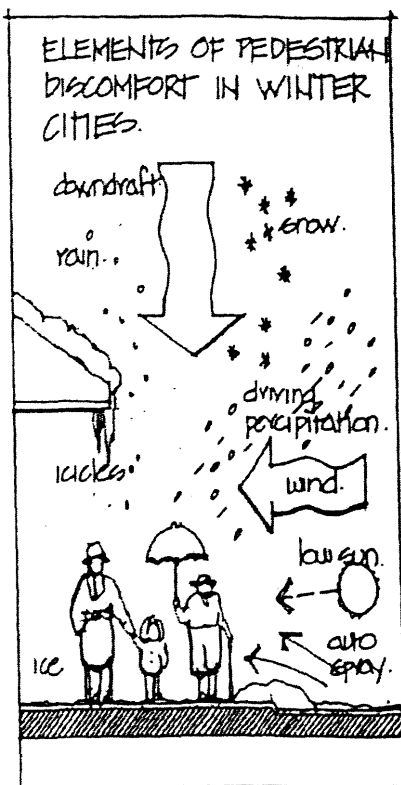
All mapping will be done using ARC GIS, in a version compatible with the software used by the City. We currently have an excellent mapping database developed through our work with the Matanuska-Susitna Borough from the Build-Out Analysis project we are conducting.

**Task 5: Winter City Audit**

The City of Wasilla is blessed with a four-season climate. The usual planning approach applied by most planning consultants does not look at winter as a resource and opportunity; typically the winter season is rarely addressed in a Comprehensive Plan. Although this is listed as a separate task, we will examine winter issues and opportunities in Wasilla and integrate it into our overall analysis and plan recommendations.

Our examination of previous and current Wasilla planning documents, including the Recreation and Area Plans, found little or no mention of winter opportunities. We believe that as an Alaskan city, Wasilla needs to consider the winter conditions that prevail for as much as one-half of the year.

Northern communities or "winter cities" must embrace the winter season to enhance livability and quality of life. By applying creative planning approaches to





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A Winter Cities approach to development can improve the attitudes of citizens, and bolster the community's ability to attract new businesses and residents.

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solving winter-related issues, winter cities can mitigate some of the discomfort and inconvenience associated with the winter season. This positive approach can improve the attitudes of citizens, and bolster the community's ability to attract new businesses and residents. The winter city audit will provide community planning and design ideas for responding to winter in the areas of site and building design, transportation, pedestrian circulation, snow management, recreation, economic development and aesthetics.

Project manager Patrick Coleman, AICP, is recognized internationally for his work to promote the sustainability and livability of winter cities, and is uniquely qualified to weave these ideas and concepts into the City of Wasilla Comprehensive Plan.

**Task 6: Develop Community Vision, Goals, and Objectives**

The USKH team will facilitate the development of a community vision statement, goals and objectives that define the preferred future for the City of Wasilla. These will be based upon achieving consensus thru the input from the various public participation mechanisms, including the visioning workshops, the Planning Commission and the Steering Committee, as well as previous plans and community survey results. The goals and objectives will focus on:

- Future Land Use
- Housing
- Downtown Development
- Economic Development
- Traffic and Transportation
- Public Facilities and Infrastructure
- Natural Resources
- Growth and Annexation

We will analyze city ordinances and will recommend changes to help implement the City's vision.

**Task 7: Downtown Development**

Based upon our knowledge of the City, we understand there is considerable interest in further developing downtown Wasilla as a vibrant center for commerce and community identity. As part of the Comprehensive Plan process we propose to take the general plan found in the 2008 Area Plans and build upon them to produce a meaningful and achievable downtown development plan.

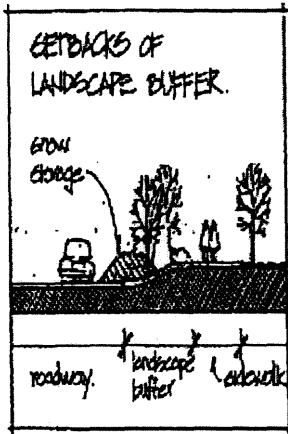
The 2008 planning effort identified some broad ideas which will be tested and further developed into a market-driven plan with specific recommendations. The task we have defined is intended to provide the City, Wasilla business owners and potential developers with a database to gain an understanding of the City's retail market potential now and during the long range. Our study will allow the USKH team to realistically plan the commercial development that corresponds to the local market, both in the downtown, South Wasilla Heights and other locations



in the City of Wasilla.

*Subtask A: Retail Market Analysis*

Our subcontractor, Robert Gibbs, of Gibbs Planning Group (GPG), will conduct a market analysis for Wasilla to allow the team, current business owners and the City to gain an understanding of the types and sizes of retail businesses that are likely to be supportable during the next five (5) years. During this study, GPG will collect demographic data, including household income and consumer expenditure potential by retail category for the estimated primary and secondary trade areas. Data on education levels, percentage of various employment types, age, projected growth, etc. will also be collected. As a part of this study, GPG will comb the region, visiting most shopping centers and retailers. The assessment will include evaluation of the stores' quality, service and merchandise to seek out potential voids or over-supply of a particular good or service.



The final product of this task will be a ten to twelve page written and illustrated summary of the relevant population and demographic characteristics of the trade area, including the socio-economic characteristics and buying patterns of the population. This report will include a letter of qualitative opinion as to whether or not retail development is supportable in the study area and what size of retailers would most likely be supportable. GPG will also provide a list of potential retail and entertainment businesses that could be tenants at sites located in Wasilla.

GPG's market research is based upon a unique combination of hands-on research, solid gradational modeling, and testing with actual local regional and national developers and retailers. The field research effort described above in Subtask A represents the first leg of this approach.

Based on U.S. Census data, a gradational model will be conducted by GPG, examining the site's trade areas, expender potential (demand) and the existing supply (as found above). Using the Gibbs model, various supply and demand scenarios are developed, determining a full range of potential voids and over-supply in each retail category. For example, the gravitational U.S. census model may indicate that a particular retail segment is under- represented in terms of physical store size, but a particular retailer may actually have significantly higher than average service and sales, pulling from a larger trade area than is typical.

The third element of GPG's approach (with your permission) will draw from our many contacts with real estate brokers, developers and tenants. Our findings will be shared with these industry leaders one-on-one and at national conferences such as the International Council of Shopping Centers, the Urban Land Institute, the Main Street Program, the National Town Builders and the Congress for the

New Urbanism. These detailed discussions will not only allow for GPG to cross-check the accuracy of our findings, but often lead to direct leads with many potential developers and new retailers. As a result, GPG's findings are both among the most accurate and useful in the urban retail consulting field.



*Subtask B: Downtown Charrette*

Robert will participate in a 5-day planning charrette in Wasilla. As a part of this charrette, GPG will analyze the existing downtown district and the 2008 Area Plan's proposed plan for the Wasilla Heights site. Working with the USKH team, GPG will review and analyze the downtown layout, parking, vehicular circulation, parks, pedestrian walks and undeveloped parcels. GPG's review and comments will be geared to assist Wasilla retailers to have the highest shopper appeal and potential sales.

*Subtask C: Prepare Downtown Plan Element*

The downtown plan element will address the following:

- Market Analysis and Retail Support
- Traffic and Vehicular Circulation
- Parking
- Pedestrian Access
- Urban Design and Appearance
- Future Development Concepts
- Public Improvements
- Marketing and Development Strategies
- Organization
- Economic Restructuring

**Task 8: Implementation Strategy**

Documenting strategies and recommendations is an important part of the Comprehensive Plan. However, it is our philosophy that simply listing these recommendations is not enough to ensure the plan is a useful document. The USKH team will provide a detailed plan for implementation that will include prioritization, a description of the basis for the priorities and how they relate to the City's vision and goals, and a checklist table of required implementation actions. We will also include a summary of available funding resources that may be available to the City for assistance with implementation of the Plan.

**Task 9: Draft Plan**

A Draft Comprehensive Plan will be prepared and distributed to the City for review. The document will be posted on the Comprehensive Plan webpage as well.

The plan will include a policy framework for future decision-making and include, at a minimum, the following chapters:

- Introduction and Community Overview
- Community Vision
- Public Participation Overview
- Goals and Objectives
- Review and Description of Existing Conditions
- Population Projections and Demographics
- Growth and Annexation Plan
- Housing Plan
- Transportation and Traffic Plan
- Future Land Use Plan
- Economic Development Plan, Retail Market Study and Downtown Development Strategies
- Public Facilities and Infrastructure Plan
- Implementation Strategies
- The draft plan will consider and incorporate work already completed in the Draft Area Plan and Recreation Plan into the draft Comprehensive Plan.

We will make a presentation of the Draft Plan to the Planning Commission, and will budget and plan for to attend at least two meetings with the Planning Commission. Following the presentation of the draft document, the USKH team will make revisions based upon the review and comments of the Planning Commission and the community.

#### **Task 10: Final Presentation**

A final presentation of the Comprehensive Plan will be made to a joint meeting of the Planning Commission and the City Council.

#### *Deliverables and Major Products*

USKH will prepare and provide all of the listed deliverables in both hard and digital formats. As listed in the RFP, deliverables will include:

- 10 hard copies and 1 digital copy of the draft document
- 20 hard copies and 1 electronic copy of the final Comprehensive Plan documents
- All maps will be produced in color in ARCVIEW/ARCINFO formats geo-referenced for the City's GIS system
- All public participation materials, handouts, graphics and other materials used in community meetings
- Copies of all meeting summaries
- All renderings of concepts developed during workshops and charrettes
- Hard copies of large scale display maps used throughout the planning process.



### *Meetings*

A number of public meetings will be required for the project. We propose to maximize opportunities for meetings by scheduling blocks of time to be in Wasilla. We have identified a total of five public meetings with the Planning Commission that we will attend and lead, exclusive of the community involvement, steering committee and focus group meetings discussed elsewhere.

The following are the proposed Planning Commission meetings:

- Kick-off meeting
- Planning Commission Training Workshop
- Draft Plan Presentation (2)
- Final Plan Presentation to joint meeting of the Planning Commission and City Council

### *Project Schedule*

We will prepare a Project Schedule prior to a kick-off meeting, showing the proposed timeline for the preparation of the plan and approximate sequence of meetings. This schedule will be based on the tasks that the City determines are to be included in the process. We would anticipate the project will require up to a one year timeframe to complete. Once we agree on the project schedule, the USKH team will commit to meeting it.

*4.5.2. Philosophy.* USKH's Philosophy is simple: **Clientship**. We treat our clients as friends, emphasizing honesty, clear and timely communications and living up to our commitments and schedules. If we treat clients as our friend, it is likely that they will reciprocate. And friends look out for friends. That is a win-win situation, and the basis for a very long term and successful relationship.

*4.5.3. Service.* The level of services the city of Wasilla's receives on this project from USKH's team will be unsurpassed. **This project will be the largest and most important project our planning staff will have, and Patrick Coleman will make every effort to ensure the City received be the best services possible.** This will be easy to do as Patrick has approximately 80% of his projected time currently available to dedicate to this project. This project will be the keystone for the USKH planning group's development, and no expense will be spared to ensure the City is completely happy with the project and the services, so we can use you as a references for our outstanding work.

## **4.6 REFERENCES**

We have submitted attachment B, Reference Form, to three of our clients for submission.

## Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type  
 See Specific Instructions on page 2.

|  |   |
|--|---|
| Name (as shown on your income tax return)<br><b>USKH INC.</b>  |   |
| Business name, if different from above   |   |
| Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ ..... |   |
| <input type="checkbox"/> Exempt from backup withholding  |   |
| Address (number, street, and apt. or suite no.)<br><b>2515 A STREET</b>  | Requester's name and address (optional) |
| City, state, and ZIP code<br><b>ANCHORAGE, AK 99503</b>  |   |
| List account number(s) here (optional)   |   |

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

|                        |  |  |  |  |  |  |  |  |
|------------------------|--|--|--|--|--|--|--|--|
| Social security number |  |  |  |  |  |  |  |  |
|                        |  |  |  |  |  |  |  |  |

or

|                                |   |   |   |   |   |   |   |   |
|--------------------------------|---|---|---|---|---|---|---|---|
| Employer identification number |   |   |   |   |   |   |   |   |
| 9                              | 2 | 0 | 0 | 5 | 8 | 6 | 8 | 7 |

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here**

Signature of U.S. person ▶

*Judith A. Grempton*

Date ▶

### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Alaska Business License # 907614

**Alaska Department of Commerce, Community, and Economic Development**

Division of Corporations, Business and Professional Licensing  
P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

**USKH INC.**

2515 A STREET, ANCHORAGE, AK 99503

owned by

**USKH INC.**

is licensed by the department to conduct business for the period

**November 1, 2007 through December 31, 2009**

for the following line of business

54: Professional, Scientific and Technical Services



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.  
It is not transferable or assignable.

*Commissioner: Emil Notti*



# CITY OF WASILLA BUSINESS LICENSE

**Business Name :** USKH INC  
**Location Address :** 351 W PARKS HWY  
**License Number :** 09 00000661

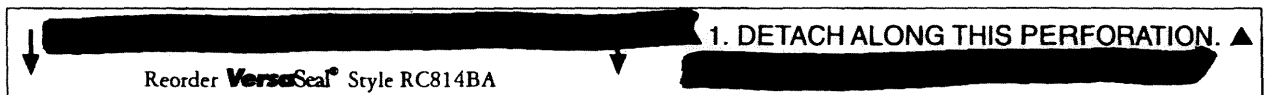
**Control Number :** 647

|                             | <b>License Fee</b>               | <b>Total</b> |
|-----------------------------|----------------------------------|--------------|
|                             | RVICE .00                        |              |
| <b>Issue Date:</b> 12/16/08 | <b>Expiration Date:</b> 12/31/09 |              |

USKH INC  
2515 A STREET  
ANCHORAGE AK 99503

**FINANCE DEPARTMENT 290 EAST HERNING AVENUE WASILLA ALASKA 99654-7091**

THIS LICENSE MUST BE DISPLAYED IN A CONSPICUOUS PLACE AT THE LOCATION  
IT IS NOT TRANSFERRABLE OR ASSIGNABLE



**FEE PROPOSAL**

**Wasilla Comprehensive Plan**

**WO#P1142800**

**3/2/2009**

|                                      |   | Principal Civil<br>Engineer | Senior<br>Planner II | Planner I  | Principal<br>Trans<br>Engineer | Sr. Civil<br>Engineer II | Graphics<br>Designer | Admin     | Task Total          |
|--------------------------------------|---|-----------------------------|----------------------|------------|--------------------------------|--------------------------|----------------------|-----------|---------------------|
| Task                                 | Item  | \$185.00                    | \$165.00             | \$85.00    | \$185.00                       | \$165.00                 | \$85.00              | \$80.00   |                     |
|                                      |   |                             |                      |            |                                |                          |                      |           |                     |
| 1                                    | Kick off meeting  | 1                           | 8                    | 8          | 4                              | 4                        |                      | 4         | \$3,905.00          |
| 2                                    | Public Involvement  | 1                           | 40                   | 40         | 8                              |                          | 24                   |           | \$13,705.00         |
| 3                                    | Planning Commission Training                                  |                             | 16                   | 4          |                                |                          |                      |           | \$2,980.00          |
| 4                                    | Collect and Analyze Data                                      |                             | 16                   | 80         | 12                             | 12                       |                      | 4         | \$13,960.00         |
| 5                                    | Winter City Audit   |                             | 8                    |            |                                |                          |                      |           | \$1,320.00          |
| 6                                    | Develop Community Vision, Goals and Objectives                |                             | 16                   | 16         | 4                              | 4                        |                      |           | \$5,400.00          |
| 7                                    | Downtown Development  |                             | 50                   | 20         | 12                             | 4                        | 40                   |           | \$16,230.00         |
| 8                                    | Implementation Strategy                                       |                             | 16                   | 20         | 8                              | 8                        |                      |           | \$7,140.00          |
| 9                                    | Draft Plan  | 1                           | 40                   | 125        | 8                              | 16                       | 24                   | 8         | \$24,210.00         |
| 10                                   | Final Presentation  |                             | 8                    | 16         |                                |                          |                      |           | \$2,680.00          |
|                                      |   |                             |                      |            |                                |                          |                      |           |                     |
|                                      | Subtotal  | <b>3</b>                    | <b>218</b>           | <b>329</b> | <b>56</b>                      | <b>48</b>                | <b>88</b>            | <b>16</b> | <b>\$91,530.00</b>  |
| <b>Direct Costs</b>                  |   |                             |                      |            |                                |                          |                      |           |                     |
|                                      | Phone/Fax   |                             |                      |            |                                |                          |                      |           | \$0.00              |
|                                      | Printing/Reproduction   |                             |                      |            |                                |                          |                      |           | \$2,000.00          |
|                                      | Aerial Photography  |                             |                      |            |                                |                          |                      |           | \$10,000.00         |
|                                      | Community Survey  |                             |                      |            |                                |                          |                      |           | \$10,000.00         |
|                                      | Materials/Supplies  |                             |                      |            |                                |                          |                      |           | \$500.00            |
|                                      | Travel  |                             |                      |            |                                |                          |                      |           | \$970.00            |
|                                      | Subconsult Gibbs Planning: downtown/market analysis           |                             |                      |            |                                |                          |                      |           | \$43,000.00         |
|                                      | Subconsult POWTEC: annexation: 125 hours (see attached tasks) |                             |                      |            |                                |                          |                      |           | \$10,000.00         |
|                                      | city boundary legal description                               |                             |                      |            |                                |                          |                      |           | \$4,950.00          |
|                                      | <b>Direct Costs Total</b>                                     |                             |                      |            |                                |                          |                      |           | <b>\$81,420.00</b>  |
| <b>TOTAL FEE PROPOSAL (LUMP SUM)</b> |   |                             |                      |            |                                |                          |                      |           |                     |
|                                      |   |                             |                      |            |                                |                          |                      |           | <b>\$172,950.00</b> |



# Wasilla to Big Lake Trail Study

## Scope of Work Outline

### 1. Prepare base map

A GIS base map will be developed using available mapping and aerial photographic resources for the study area.

### 2. Identify Stakeholders

Stakeholders would include, but not be limited to major landowners in the area, the City of Wasilla, the Mat-Su Borough, AK DNR, and trail interest groups and users.

### 3. Create Stakeholder Focus Group

A Focus Group will be formed to lead the study, including landowners, trail group and user representatives, the City, Mat-Su Borough and other interested parties

### 4. Meet with Stakeholder Focus Group

USKH will organize and conduct a meeting of the Stakeholder Group to explain the project, the planning process and to get input.

### 5. Public Meeting

USKH will organize and conduct a public meeting to explain the project, the planning process and to get initial input from the community.

### 6. Identify Trail Route Alternatives

USKH will identify and analyze options and alternatives for trail routing.

### 7. Select and Map Two Best Alternatives

The best two trail routes will be selected based upon the analysis. Trail segments will be identified. Typical and conceptual cross sections of trail design for the various segments will be prepared.

As part of the analysis, an environmental scan will be performed to identify environmental and permitting issues, such as wetlands.

### 8. Prepare Preliminary Property Ownership and R.O.W. Analysis

This task will create a map showing affected properties, ownership and R.O.W. required for acquisition.

## **9. Meet with stakeholder Focus Group**

USKH will organize and conduct a meeting of the Stakeholder Focus Group and present the data gathered and generated by the study. The purpose of the meeting will be to gather input on the final route selection.

## **10. Conduct public meeting**

USKH will organize and conduct a public meeting. Trail route alternatives will be presented and input on the final route selection will be solicited

## **11. Select Best Alternative Route**

Based upon the USKH analysis and input from the Stakeholder Focus Group and the public, the preferred alternative will be selected. Permitting processes and environmental issues will be identified.

## **12. Stakeholder and Public Meetings**

The preferred alternative route will be presented at a public meeting.

## **13. Prepare Final Trail Plan and a Property/R.O.W Acquisition Report and Map**

A planning document/report on the trail route planning process will be prepared. In addition, a map and report on R.O.W. acquisition will be prepared. This report and accompanying maps will be a tool for land acquisition efforts in that it will identify properties and acreages required for the trail development.

## **Additional Services**

- **Parcel Plats and a Final Map**
- When the project proceeds into actual land acquisition, parcel plats and a final map will be required. The cost of these services is dependent upon the number of parcels and complexity of survey requirements.
- **R.O. W. staking**
- **Land Acquisition Process Assistance**
- **Permitting**
- **Trail segment design**

**FEE PROPOSAL**  
**Wasilla Comprehensive Plan**

**WO#P1142800**  
**3/23/2009**

| Task                                 | Item   | Principal Civil Engineer (Zane) | Senior Planner II (Pat) | Planner I (Dara) | Architect II (John) | Sr. Civil Engineer II (Ray) | Survey Manager (Jake) | Environ. Analyst II (Linda) | Graphics Designer (Maria) | Admin     | Task Total          |
|--------------------------------------|--|---------------------------------|-------------------------|------------------|---------------------|-----------------------------|-----------------------|-----------------------------|---------------------------|-----------|---------------------|
|                                      |  | \$185.00                        | \$165.00                | \$90.00          | \$145.00            | \$165.00                    | \$145.00              | \$110.00                    | \$85.00                   | \$80.00   |                     |
| 1                                    | Prepare base map   |                                 | 2                       | 24               |                     |                             | 4                     |                             |                           |           | \$3,306.00          |
| 2                                    | Identify Stakeholders  |                                 | 8                       | 8                |                     |                             |                       | 4                           |                           | 1         | \$2,796.00          |
| 3                                    | Create Stakeholders Focus Group  |                                 | 4                       | 1                |                     |                             |                       |                             |                           | 1         | \$1,066.00          |
| 4                                    | Meeting with Stakeholders Focus Group                                  |                                 | 8                       | 8                | 8                   |                             | 4                     | 4                           |                           | 1         | \$4,536.00          |
| 5                                    | Public Meeting   |                                 | 16                      | 16               | 8                   | 4                           | 4                     | 4                           | 4                         | 1         | \$7,576.00          |
| 6                                    | Identify Trail Route Alternatives                                      |                                 | 40                      | 40               | 40                  | 4                           | 120                   | 16                          |                           | 1         | \$36,136.00         |
| 7                                    | Select and Map Two Best Alternatives                                   |                                 | 16                      | 40               | 16                  | 4                           | 16                    | 16                          |                           | 1         | \$13,616.00         |
| 8                                    | Prepare Preliminary Property Ownership and R.O.W. Analysis             |                                 | 8                       | 40               | 8                   | 16                          | 8                     | 24                          |                           | 1         | \$12,836.00         |
| 9                                    | Meet with Stakeholder Focus Group                                      |                                 | 8                       | 8                | 8                   | 4                           | 4                     | 4                           | 8                         | 1         | \$5,876.00          |
| 10                                   | Conduct Public Meeting   |                                 | 8                       | 16               | 8                   | 2                           | 4                     | 4                           | 8                         | 1         | \$6,266.00          |
| 11                                   | Select Best Alternative Route  |                                 | 16                      | 16               | 2                   | 2                           | 8                     | 8                           |                           | 1         | \$7,056.00          |
| 12                                   | Stakeholder and Public Meetings  |                                 | 16                      | 40               | 8                   | 4                           | 8                     | 8                           | 4                         | 1         | \$10,756.00         |
| 13                                   | Prepare Final Trail Plan and a Property/ROW Acquisition Report and Map | 2                               | 16                      | 40               | 16                  | 8                           | 8                     | 40                          | 16                        | 1         | \$17,486.00         |
|                                      | <b>Subtotal</b>  | <b>2</b>                        | <b>166</b>              | <b>297</b>       | <b>122</b>          | <b>48</b>                   | <b>188</b>            | <b>132</b>                  | <b>40</b>                 | <b>12</b> | <b>\$129,308.00</b> |
| <b>Direct Costs</b>                  |  |                                 |                         |                  |                     |                             |                       |                             |                           |           |                     |
|                                      | Phone/Fax  |                                 |                         |                  |                     |                             |                       |                             |                           |           | \$100.00            |
|                                      | Printing/Reproduction  |                                 |                         |                  |                     |                             |                       |                             |                           |           | \$200.00            |
|                                      | Aerial Photography   |                                 |                         |                  |                     |                             |                       |                             |                           |           | \$0.00              |
|                                      | Permit Fees  |                                 |                         |                  |                     |                             |                       |                             |                           |           | \$0.00              |
|                                      | Materials/Supplies   |                                 |                         |                  |                     |                             |                       |                             |                           |           | \$0.00              |
|                                      | Travel   |                                 |                         |                  |                     |                             |                       |                             |                           |           | \$2,000.00          |
|                                      | Subconsultant  |                                 |                         |                  |                     |                             |                       |                             |                           |           | \$0.00              |
|                                      | Subconsultant  |                                 |                         |                  |                     |                             |                       |                             |                           |           | \$0.00              |
|                                      | Misc   |                                 |                         |                  |                     |                             |                       |                             |                           |           | \$500.00            |
|                                      | <b>Direct Costs Total</b>  |                                 |                         |                  |                     |                             |                       |                             |                           |           | <b>\$2,800.00</b>   |
| <b>TOTAL FEE PROPOSAL (LUMP SUM)</b> |  |                                 |                         |                  |                     |                             |                       |                             |                           |           | <b>\$132,108.00</b> |

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/2/09

|  |   |               |
|--|---|---------------|
| <b>PRODUCER</b><br>Parker Smith & Feek<br>Anchorage (907-562-2225)<br>4000 Old Seward Hwy., Ste. 200<br>Anchorage, AK 99503-6067 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |               |
|  | <b>INSURERS AFFORDING COVERAGE</b>  | <b>NAIC #</b> |
| <b>INSURED</b><br>USKH, Inc.<br>2515 "A" Street<br>Anchorage, AK 99503   | INSURER A: <b>National Surety Corp.</b>   |               |
|  | INSURER B: <b>Liberty Northwest Ins. Corp.</b>  |               |
|  | INSURER C:  |               |
|  | INSURER D:  |               |
|  | INSURER E:  |               |

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSTR | ADD'L LTR | INSRD | TYPE OF INSURANCE  | POLICY NUMBER   | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS   |             |
|-------|-----------|-------|--|-----------------|----------------------------------|-----------------------------------|--|-------------|
| A     | X         |       | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | MZX80899391     | 01/01/09                         | 01/01/10                          | EACH OCCURRENCE  | \$1,000,000 |
|       |           |       |  |                 |                                  |                                   | DAMAGE TO RENTED PREMISES (Ea occurrence)  | \$100,000   |
|       |           |       |  |                 |                                  |                                   | MED EXP (Any one person)   | \$5,000     |
|       |           |       |  |                 |                                  |                                   | PERSONAL & ADV INJURY  | \$1,000,000 |
|       |           |       |  |                 |                                  |                                   | GENERAL AGGREGATE  | \$2,000,000 |
|       |           |       |  |                 |                                  |                                   | PRODUCTS - COMP/OP AGG   | \$2,000,000 |
| A     | X         |       | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS  | MZX80899391     | 01/01/09                         | 01/01/10                          | COMBINED SINGLE LIMIT (Ea accident)  | \$1,000,000 |
|       |           |       |  |                 |                                  |                                   | BODILY INJURY (Per person)   | \$          |
|       |           |       |  |                 |                                  |                                   | BODILY INJURY (Per accident)   | \$          |
|       |           |       |  |                 |                                  |                                   | PROPERTY DAMAGE (Per accident)   | \$          |
|       |           |       | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO   |                 |                                  |                                   | AUTO ONLY - EA ACCIDENT  | \$          |
|       |           |       |  |                 |                                  |                                   | OTHER THAN AUTO ONLY: EA ACC   | \$          |
|       |           |       |  |                 |                                  |                                   | AGG  | \$          |
|       |           |       | <b>EXCESS/UMBRELLA LIABILITY</b><br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br>DEDUCTIBLE<br>RETENTION \$  |                 |                                  |                                   | EACH OCCURRENCE  | \$          |
|       |           |       |  |                 |                                  |                                   | AGGREGATE  | \$          |
|       |           |       |  |                 |                                  |                                   |  | \$          |
|       |           |       |  |                 |                                  |                                   |  | \$          |
| B     |           |       | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below<br>OTHER  | WC41NC014513019 | 01/01/09                         | 01/01/10                          | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER |             |
|       |           |       |  |                 |                                  |                                   | E.L. EACH ACCIDENT   | \$500,000   |
|       |           |       |  |                 |                                  |                                   | E.L. DISEASE - EA EMPLOYEE   | \$500,000   |
|       |           |       |  |                 |                                  |                                   | E.L. DISEASE - POLICY LIMIT  | \$500,000   |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

Re: USKH Job #1142800 Wasilla/Comprehensive Plan Update  
 Where required by contract, City of Wasilla, its officers, employees and immune contractors is an Additional Insured on the General Liability & Automobile policies, subject to the terms, conditions and limitations of (See Attached Descriptions)

**CERTIFICATE HOLDER**

City of Wasilla  
 ATTN: Jim Holycross  
 290 E. Herning Ave.  
 Wasilla, AK 99654

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*David Makrich*

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

## DESCRIPTIONS (Continued from Page 1)

said policies and additional insured endorsements. The General Liability, Automobile & Workers Compensation policies are amended to show Waiver of Subrogation in favor of City of Wasilla, its officers, employees and immune contractors.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/2/09

|  |   |               |
|--|---|---------------|
| <b>PRODUCER</b><br>Parker Smith & Feek<br>Anchorage Office<br>4000 Old Seward Hwy., Ste. 200<br>Anchorage, AK 99503-6067 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |               |
|  | <b>INSURERS AFFORDING COVERAGE</b>  | <b>NAIC #</b> |
| <b>INSURED</b><br>USKH, Inc.<br>2515 "A" Street<br>Anchorage, AK 99503   | INSURER A: <b>Continental Casualty Company</b>  |               |
|  | INSURER B:  |               |
|  | INSURER C:  |               |
|  | INSURER D:  |               |
|  | INSURER E:  |               |

**COVERAGES**


THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR | INSRC | TYPE OF INSURANCE  | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS   |
|----------------|-------|--|---------------|----------------------------------|-----------------------------------|--|
|                |       | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |               |                                  |                                   | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$ |
|                |       | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   |               |                                  |                                   | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                    |
|                |       | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO   |               |                                  |                                   | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN EA ACC \$<br>AUTO ONLY: AGG \$  |
|                |       | <b>EXCESS/UMBRELLA LIABILITY</b><br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br>DEDUCTIBLE<br>RETENTION \$  |               |                                  |                                   | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>\$<br>\$   |
|                |       | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below   |               |                                  |                                   | WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$          |
| A              |       | <b>OTHER Professional Liability</b>  | AEH003011700  | 06/07/08                         | 06/07/09                          | <b>\$2,000,000 Per Claim</b><br><b>\$2,000,000 Aggregate</b>   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Re: USKH Job #1142800 Wasilla/Comprehensive Plan Update

**CERTIFICATE HOLDER**

**CANCELLATION**

|  |   |
|--|---|
| City of Wasilla<br>ATTN: Jim Holycross<br>290 E. Herning Ave.<br>Wasilla, AK 99654 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE<br> |
|--|---|

## **IMPORTANT**

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