

SUBJECT: Award of proposal number 25-150P to HDL Engineering Consultants, LLC for the contract amount of \$1,050,160.00 to Provide Professional Land Acquisition services for the Tex-Al Road Construction Project.

AGENDA OF: February 3, 2026

ASSEMBLY ACTION: Approved under the consent agenda 02/03/26 BJH

AGENDA ACTION REQUESTED: Present to the Assembly for consideration.

| Route To: | Signature |
|-----------------------|---|
| Purchasing Director | X D U S T I N S I L V A <small>Signed by: Dustin Silva</small> |
| Public Works Director | X T O M A D A M S , P E <small>Signed by: Tom Adams</small> |
| Finance Director | X C H E Y E N N E H E I N D E L <small>Signed by: Cheyenne Heindel</small> |
| Borough Attorney | X N I C H O L A S S P I R O P O U L O S <small>Signed by: Nicholas Spiropoulos</small> |
| Borough Manager | X M I C H A E L B R O W N <small>Signed by: Mike Brown</small> |
| Borough Clerk | X L O N N I E M C K E C H N I E <small>Signed by: Lonnie Mckechnie</small> |

ATTACHMENT (S): Analysis Sheet (1p)
Scope of Services (6p)

SUMMARY STATEMENT: On April 7, 2025, the Matanuska-Susitna Borough Purchasing Division issued a solicitation requesting Proposals from qualified firms to obtain comprehensive, professional land acquisition services necessary to advance the Tex-Al Drive Extension and Upgrades project in a timely, compliant, and equitable manner. This contract will provide experienced right-of-way professionals to lead and coordinate the acquisition of up to 59 fee interests and approximately 20 temporary construction easements by working directly with affected property owners and the Borough, and by managing appraisals, appraisal reviews, offers of just compensation, negotiations, and closing assistance in accordance with the Uniform Relocation Assistance and Real Property Policies Act and the Alaska DOT&PF Right-of-Way Manual. These services are essential to securing the property rights needed to move the

project into construction while minimizing risk, avoiding delays, and ensuring fair treatment of landowners. By procuring specialized land acquisition services, the Borough is ensuring the right-of-way phase is conducted efficiently, transparently, and in the public interest, enabling delivery of a critical transportation improvement that enhances connectivity, safety, and emergency access between Wasilla-Fishhook Road and Palmer-Fishhook Road.

Services purchased will support the Public Works Department in assembly district #1.

In response to the advertisement, two proposals were received. A proposal evaluation team made up of Borough Public Works staff evaluated the proposals and selected HDL Engineering Consultants as the most advantageous firm for the Borough.

The completion date for this project is December 15, 2027.

In accordance with MSB 3.08.170(B), Administration requests authority to modify the resulting contract completion date by 90 days for unforeseen circumstances.

The Public Works Department, Projects Division will be administering the contract.

RECOMMENDATION OF ADMINISTRATION: Approve the subject action memorandum.

MATANUSKA-SUSITNA BOROUGH

FISCAL NOTE

Agenda Date: February 3, 2026

SUBJECT: Award of proposal number 25-150P to HDL Engineering Consultants, LLC for the contract amount of \$1,050,160.00 to Provide Professional Land Acquisition services for the Tex-Al Road Construction Project.

| | |
|---|---|
| FISCAL ACTION (TO BE COMPLETED BY FINANCE) | FISCAL IMPACT YES NO |
| AMOUNT REQUESTED \$1,050,160 | FUNDING SOURCE Roads and Bridges Capital Projects |
| FROM ACCOUNT # 430.000.000 4xx.xxx | PROJECT# 35472 |
| TO ACCOUNT : | PROJECT # |
| VERIFIED BY: <u>X</u> Liesel Zanto <small>Signed by: Liesel Zanto</small> | CERTIFIED BY: |
| DATE: 1/21/2026 | DATE: |

EXPENDITURES/REVENUES:

(Thousands of Dollars)

| OPERATING | FY2026 | FY2027 | FY2028 | FY2029 | FY2030 | FY2031 |
|------------------------|--------|--------|--------|--------|--------|--------|
| Personnel Services | | | | | | |
| Travel | | | | | | |
| Contractual | | | | | | |
| Supplies | | | | | | |
| Equipment | | | | | | |
| Land/Structures | | | | | | |
| Grants, Claims | | | | | | |
| Miscellaneous | | | | | | |
| TOTAL OPERATING | | | | | | |

| | | | | | | |
|----------------|----------------|--|--|--|--|--|
| CAPITAL | 1,050.2 | | | | | |
|----------------|----------------|--|--|--|--|--|

| | | | | | | |
|----------------|--|--|--|--|--|--|
| REVENUE | | | | | | |
|----------------|--|--|--|--|--|--|

FUNDING:

(Thousands of Dollars)

| | | | | | | |
|---------------------|----------------|--|--|--|--|--|
| General Fund | | | | | | |
| State/Federal Funds | | | | | | |
| Other | 1,050.2 | | | | | |
| TOTAL | 1,050.2 | | | | | |

POSITIONS:

| | | | | | | |
|-----------|--|--|--|--|--|--|
| Full-Time | | | | | | |
| Part-Time | | | | | | |
| Temporary | | | | | | |

ANALYSIS: (Attach a separate page if necessary)

PREPARED BY: _____ PHONE: _____

DEPARTMENT: _____ DATE: _____



Recoverable Signature

X

Cheyenne Heindel

APPROVED BY: _____ DATE: _____

Signed by: Cheyenne Heindel

SCOPE OF SERVICES

25-150P, Provide Land Acquisition Services for the Tex-Al Road Project

The Matanuska-Susitna Borough (Borough) is soliciting proposals from qualified contractors to provide Professional Real Estate Acquisition Services for the Tex-Al Drive Extension, Upgrade, and Pathway project.

Project Narrative

East Tex-Al Drive is located north of Wasilla and Palmer, positioned between Wasilla-Fishhook Road and Palmer-Fishhook Road along the borders of Sections 8, 9, 10, 11, 14, 15, 16, and 17, Township 18 North, Range 1 East, Seward Meridian, and within Borough Road Service Areas 16 South Colony and 28 Gold Trail. The two existing segments of Tex-Al Drive are not connected and are separated by a 3/4-mile undeveloped area along the borders of Sections 10 and 15, Township 18 North, Range 1 East, Seward Meridian.

Owned and maintained by the Borough, Tex-Al Drive's project limits extend approximately three (3) miles from the intersection with Wasilla-Fishhook Road to the intersection with Palmer-Fishhook Road.

The Tex-Al Drive Extension, Upgrade, and Pathway project aims to reconstruct existing segments of Tex-Al Drive to meet major collector road standards and to extend the roadway through an undisturbed forested area, creating a continuous route between Wasilla-Fishhook Road and Palmer-Fishhook Road. The proposed work includes road construction, pathways, drainage, excavation, pavement, signage, striping, and illumination. Utility adjustments and relocations will also be required, along with necessary realignments at the intersections of Palmer-Fishhook and Wasilla-Fishhook Roads.

The proposed alignment affects up to sixty-one lots along the project corridor. Impacts to private property will consist of simple fee takes, public use easements, slope easements, drainage easements, and temporary construction permits/easements.

This project offers several key benefits, including improved traffic circulation and an alternate route to the two Fishhooks. It will enhance connectivity within the limited collector road network in the Fishhook area, shorten commute times for residents traveling between Palmer and Wasilla, provide a safe secondary access during road closures on the northern portion of the two Fishhooks, reduce emergency response times, and improve safety for pedestrians and bicyclists.

Schedule

The proposed schedule is:

| | |
|-----------------------------------|---|
| Anticipated Notice to Proceed | May 2025 |
| Kick off Meeting | May 2025 |
| Right-of-Way Acquisition Services | May 2025 – April 2026 (Estimated Timeframe) |

Alternative timeframes may be proposed, accompanied by written justification.

General

The Contractor shall provide services as identified and authorized by a sequentially numbered Notice-to-Proceed (NTP) issued by the Borough Project Manager. The Contractor shall not perform services or incur billable expenses except as authorized by an NTP.

All coordination and correspondence for the project shall be handled through or with the concurrence of the Borough Project Manager. Close collaboration with the Borough Right-of-Way Acquisition Officer (ROWAO) is required.

The Contractor will be involved in the day-to-day operations of the acquisition phase of the project, including working with the Borough Public Works Department, contractors and vendors, title and escrow closing companies, utility companies, appraisers, surveyors, and engineers.

The Contractor must have Internet, e-mail, Portable Document Format (PDF) software, and File Transfer Protocol (FTP) capabilities. Additionally, the Contractor must have computer compatibility with a current version of Microsoft Office (Word and Excel). It is the Contractor's responsibility to ensure all electronic files are compatible with the Borough's computer software.

The Contractor is required to maintain a detailed schedule of tasks and milestones, reflecting the interdependence and duration of various activities and contract tasks. This schedule will serve as the basis for performance measurements throughout the acquisition process and will be used to track the Contractor's progress.

Project Staff

The Contractor shall provide adequate professional staff and facilities to complete the services outlined in this scope of work. A list of staff assigned to the project, along with their respective duties, must be submitted to the Borough Project Manager for approval.

All right-of-way negotiations shall be performed by a senior-level right-of-way agent with a Senior Right of Way Agent (SR/WA) designation from the International Right of Way Association (IRWA). The Contractor must ensure that all project staff possess any necessary professional licenses required by the State of Alaska and the Matanuska-Susitna Borough for conducting real estate transactions.

No changes to project staff shall be made without prior written approval from the Borough Project Manager. Administrative support staff do not require prior written approval.

Staff assigned to this contract must have experience in right-of-way acquisition, title research and examination, plan review, field inspections, and document preparation. Additionally, they should have substantial experience in real property title and legal description research, including Borough, State of Alaska, and Federal public land records, as well as experience researching private property interests in various vesting documents, such as corporations and limited liability companies. Staff should also be able to understand and clearly explain complex right-of-way issues to the public.

Substantial weight will be given to a contractor and staff that has significant right-of-way negotiation and acquisition experience in Alaska with the majority of their experience having been gained in the Borough.

Staff assigned to this contract must demonstrate knowledge and experience working within the guidelines of the Alaska Department of Transportation and Public Facilities Right of Way Manual (Alaska ROW Manual).

Staff will be expected to work evenings and weekends as needed to personally contact homeowners, present and review offer packages and project plan sets, and conduct site visits of properties affected by project construction. The flat rate of this contract will apply to all hours worked, with no differential for evening and weekend hours.

Codes, Regulations, Standards, & Procedures

Professional acquisition, relocation, and appraisal services shall be performed in accordance with applicable codes, regulations, standards, procedures of professional practice, and industry recognized methods, in accordance with the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646), as amended", (Public Law 100-17), 49 CFR Part 24, Alaska Statutes 34.60.010-150, and the policies and procedures as contained in the Alaska ROW Manual utilizing the forms and/or format set out, provided by, or agreed upon by the Contractor and the Borough Project Manager and ROWAO. The Contractor shall not modify any of the provided forms without prior approval from the Borough Project Manager and ROWAO.

Confidentiality

No member of the Contractor's staff shall divulge any information or data pertinent to any appraisal, acquisition, or relocation to anyone other than the affected owner/lessee, Borough Project Manager, Borough ROWAO, Borough Appraisal Review Section, Borough Department of Law, or Borough Project Attorney. The Borough Project Manager must approve the release of any other project related information to any individual, group, or other interested parties.

Documents and Reports

All correspondence and documents prepared by the Contractor shall bear the assigned project name, applicable Borough project numbers, and applicable parcel number(s). Transmittal envelopes shall be addressed to the Borough Project Manager and marked to identify the Project and the Contractor. All electronic document deliveries must include the Borough Project Manager.

The Contractor will provide the original and copies of documents or files for distribution as required. Original documents and reports shall be printed on one side of the paper only and shall be ready for copying.

1. Revisions

The Contractor shall modify work products or services at the direction of the Borough Project Manager or ROWAO. Corrections, adjustments, or modifications required by the parcel or document review/approval process, but which do not substantially affect the scope, complexity, or character of the services, shall be considered a normal part of the Contractor's services. Work products with significant errors or omissions will not be accepted until corrected.

2. Written Approval

Any modification to parcelization or any change in the "part taken" must have prior written approval from the Borough Project Manager.

3. Contractor Name on Documents

Correspondence directed to property owners may include the Contractor's logos and letterhead. However, other documents and forms approved by the Borough Project Manager or ROWAO for use in the acquisition process will have the Borough logo only, not that of the Contractor.

4. File Maintenance

The Contractor shall maintain a copy of all documents, forms, and materials generated under the provisions of this agreement. Original signed documents and all correspondence pertaining to an acquisition shall be submitted to the Borough Project Manager as an acquisition transmittal package when requesting payment. The Contractor shall maintain copies of all transmitted documents as part of their records for five (5) years. The Contractor shall allow the Borough access to all files upon written or verbal notice from the Borough Project Manager or ROWAO. The Contractor shall perform a quality assurance review on all parcel files prior to transmittal for payment in order to assure that all files contain the proper and correct documentation.

Project Office and Miscellaneous Equipment

The Contractor must establish and maintain a project office or place of business within the Matanuska-Susitna Borough. The cost of establishing or maintaining an office shall be considered a normal cost of business and the responsibility of the Contractor.

Computer equipment, copy machines, fax machines, telephones, copy materials, and office supplies, shall be considered a normal cost of business and the responsibility of the Contractor, excluding any materials that are to be furnished by the Borough as a part of the contract (e.g.: Borough letterhead).

Milage and Per Diem

The Matanuska-Susitna Borough will not allow charges for mileage and/or per diem for projects deemed to be within the Core Area of the Borough. The core area is defined as the area north of Knik River Bridge and south of Chickaloon Road on the Glenn Highway, and all areas on the Parks Highway south of the Willow Creek Bridge.

Mileage and per diem outside the core area will be paid at the rates published by the State of Alaska, AAM 60 – Travel.

Billing

The Contractor must provide a monthly report addressed to the MSB Project Manager with each invoice that includes:

- Firm details and invoice information
- Project name, project number, contract number, and purchase order number
- Sequentially numbered with a date range covered by the invoice
- Project specifics, contract expiration date, contract amounts, previous and current billings
- Summary of work performed and planned activities for the next billing period

Final invoices must be clearly marked as "FINAL."

Guarantee

No guarantee is given that the Contractor will be required to provide all of the services detailed in this Statement of Services or that the Contractor will incur all of the costs estimated. Likewise, no guarantee is given that the Contractor will perform other services for the project beyond those defined in this contract.

Scope of Services

Based on a mutually agreed upon scope of services, schedule, and fee, Contractor's services may include, but not necessarily be limited to:

- Parcel research and data collection
- Title reports
- Outreach letters
- Appraisal reports / waiver valuations and review
- Encroachment review and coordination
- Offer letters
- Negotiations and meetings
- Post-acquisition inventory and summary

The following includes further detail on the services.

1. Project Meetings

Project Oversight Meetings: The Contractor shall attend a partnering/organizational meeting with the Borough Project Manager and ROWAO to ensure all members of the team understand their roles and lines of responsibility. The duration, location, and agenda of the meeting shall be agreed upon with the Project Manager, ROWAO, and the Contractor. The Contractor shall review the services required, the project schedule, the format of deliverables, the content of file transmittals, and deliverable deadlines.

Periodic Progress Meetings: The Contractor shall be available and attend periodic briefing meetings with the Borough either in person or electronically. The meeting will be held at a minimum monthly and more frequently should the Borough deem it necessary. The Contractor shall be responsible for providing timely information required for project related services being performed by functional groups within the Borough. The Borough's design contractor may also attend these meetings.

2. Title Reports

The Contractor shall obtain and provide all necessary title reports or updated title reports to the Borough Project Manager and ROWAO. Title reports shall be generated by a firm located within the Matanuska-Susitna Borough. In the event the ownership of a property is found to be different than that indicated in the

corresponding title report or research of Borough records, the Contractor shall advise the Borough Project Manager and ROWAO.

3. Appraisal Reports / Waiver Valuations

The Contractor will obtain an appraisal, or waiver valuation if applicable, for each parcel in accordance with Chapter 4 of the Alaska ROW Manual. All appraisals will be reviewed by a review appraiser. The appraisal report will be provided to the Borough Project Manager and ROWAO at the time of transmittal to the review appraiser. The Contractor will provide all necessary narrative (summary) appraisal reports, review appraisal reports, or waiver valuations to the Borough Project Manager and ROWAO for the approval to negotiate. The Contractor assumes responsibility for the completeness, accuracy, and applicability of appraisal information, sales, and other data presented in the appraisal report. Any questions or necessary communication about the appraisal, appraisal review, or waiver valuation documents will be coordinated with the Borough Project Manager and ROWAO for resolution.

By submitting this proposal, the Contractor certifies that:

- The Contractor or proposed subcontractor has the qualifications, training, and experience to prepare and furnish to the Borough the appraisal services required by this Agreement.
- The Contractor or proposed subcontractor is currently Certified under Alaska law as a Real Estate Appraiser.
- The Contractor's estimate(s) of value will take into consideration all applicable federal, state, and local regulations, codes, and laws.
- All work products shall be prepared in strict accordance with the requirements of this Agreement and the Alaska ROW Manual.

4. Acquisition Procedures and Just Compensation

The Contractor shall conduct all property and property interest acquisitions in accordance with Chapter 6 of the Alaska ROW Manual. The Contractor shall promptly contact and advise all landowners who have property interests to be acquired, in writing, of the Borough's intent to acquire their property. The Contractor shall notify the Borough Project Manager and ROWAO as soon as they are aware of any delays that may impact the ROW acquisition schedule.

The Contractor shall deliver the Borough's property acquisition brochure to the affected property owners and/or occupants. The Contractor shall maintain current Records of Contact for each property owner and/or tenant. The Contractor shall commence the acquisition process based upon the approved Determination of Just Compensation which will be established from an Appraisal and affirmed with the Appraisal Review or established by an approved Waiver Valuation, along with the non-compensable (mutual benefit) temporary construction permits, and the approved project plans. For property to be acquired by donation, the Contractor shall document written notification to the owner regarding their right to receive just compensation as described in Chapter 6 of the Alaska ROW Manual. After three reasonable attempts to acquire, the Contractor will discuss the next course of action with the Borough Project Manager and ROWAO.

If required by the project, the Contractor shall assist in the relocation of individuals impacted by the project. Relocation services may include, but are not limited to, stakeholder engagement, documentation, and ongoing support throughout the acquisition and relocation phases, ensuring that any person displaced as a direct result of the project is treated fairly, consistently, and equitably, so as to not suffer disproportionate injuries as a result of the project. Relocation efforts will adhere to Title II of the Uniform Act (49 CFR 24, Subparts A, C, D, E, and F), which outlines the provisions for relocation assistance. Comprehensive relocation planning is expected. Additionally, all relocation work will be conducted in

accordance with the relevant chapters of the Alaska Right-of-Way Manual, ensuring compliance with state standards and best practices.

5. Unusual issues

Should the Contractor be confronted with unusual situations or problems, including, but not limited to, legal questions or complex valuation issues, the matter(s) shall be referred to the Borough Project Manager and ROWAO. If necessary, the Borough will furnish special instructions or a legal opinion for the Contractor's guidance, which shall become a part of this agreement. Under no circumstances shall the Contractor seek or rely upon legal counsel or opinions other than that provided or authorized by the Borough.

6. Counter Proposals

If negotiations for the amount of the approved fair market value are unsuccessful, an administrative settlement may be considered. If the Contractor receives a counter proposal from the property owner that is reasonable, prudent, and in the best public interest, the Contractor shall submit the counteroffer to the Borough Project Manager and ROWAO for consideration. If the Borough concurs, the Contractor shall prepare a recommendation for administrative settlement in accordance with Chapter 6 of the Alaska ROW Manual which must be reviewed and approved by the Borough Public Works Director prior to being offered to the property owner.

7. Acquisition Package Transmittal

Once a negotiated acquisition is complete, the Contractor shall prepare an acquisition transmittal package containing all acquisition documents required by the Borough Project Manager and ROWAO, and any other documents which may be required. The acquisition package shall be submitted to the Borough Project Manager and ROWAO for recommendation of approval by the Project Management Division Manager, Public Works Director, and the Borough Manager. Once approved, the package will be processed for payment.

8. Impasse in Negotiations

In the event of an impasse in negotiations, the Contractor shall notify the Borough Project Manager and ROWAO and provide all file documents and Records of Contact. The ROWAO will assume the role of negotiator as needed.

9. Payment Delivery

Payments for property and property interests acquired will be delivered to the owner by the Borough.

10. Completion Documentation

All original documents, both electronic and hard copies, prepared by the Contractor shall be submitted with the final transmittal for payment of parcel acquisitions. This includes materials created to develop, record, or justify services provided for the project. The Contractor shall maintain the documents and files until completion of this agreement. All documents and correspondence pertaining to individual acquisition and relocation files shall be submitted to the Borough Project Manager and ROWAO at the time of transmittal for approval and payment.

11. Post-Acquisition Property Summary and Inventory

The Contractor shall provide the Borough Project Manager and ROWAO a post-acquisition property summary and inventory of all acquired property.

The summary shall include all improvements and underground facilities such as underground storage tanks, wells, and septic systems located within the existing or acquired right-of-way. The disposition of any property improvements must be clearly detailed within the purchase agreement and final disposition form.



25-150P - Provide Land Acquisition Services for the Tex-AI Road Project Scoring Summary

| | Total | Project Understanding & Approach | Experience & Qualifications | Management & Communication |
|---------------------------------|-----------|----------------------------------|-----------------------------|----------------------------|
| Supplier | / 100 pts | / 45 pts | / 35 pts | / 20 pts |
| HDL Engineering Consultants LLC | 70.33 | 30 | 25.67 | 14.67 |
| Electric Power Systems, Inc. | 70 | 30 | 28 | 12 |