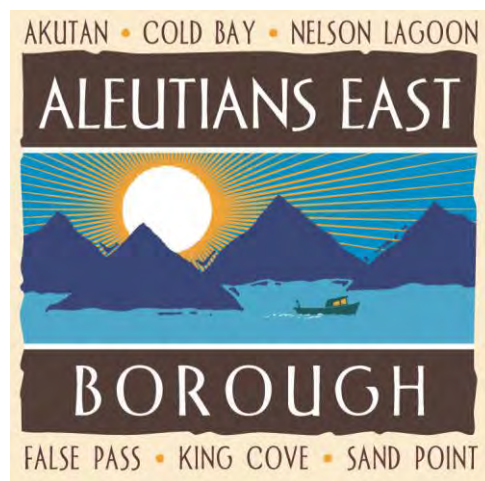


Aleutians East Borough Special Assembly Meeting

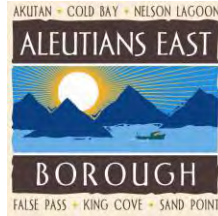


Workshop: Friday, June 30, 2017 – 2:00 p.m.

Meeting: Friday, June 30, 2017 – 3:00 p.m.

Roll Call & Establishment of a Quorum

Adoption of Agenda



Agenda

Assembly Special Meeting

(packet available on website www.aleutianseast.org)

Date: Friday, June 30, 2017

Time/Location: Workshop: 2:00 p.m. Meeting: 3:00 p.m. - By teleconference in each community location below:

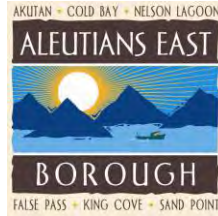
King Cove AEB office
Sand Point – AEB office
Nelson Lagoon Corp.
office

False Pass city office
Akutan city office
Cold Bay city office – library
AEB Anchorage office (3380 C St)

ASSEMBLY MEETING AGENDA

All communities will be provided with conference calling information for the designated location in your community. Public comments on agenda items will take place immediately after the adoption of the agenda.

1. Roll Call & Establishment of Quorum.
2. Adoption of the Agenda.
3. Community Roll Call and Public Comment on Agenda Item.
4. Resolution 17-25 Authorizing the Mayor to Sign Amendment No. 2 of the Co-Sponsorship Agreement with the Alaska Department of Transportation and Public Facilities and the City of Akutan.
5. Resolution 17-26 Authorizing the Mayor to Negotiate and Execute a Helicopter Services Amendment with Maritime Helicopters, Inc. to Provide Helicopter Services between the Akutan Airport on Akun Island and the Community of Akutan.
6. Resolution 17-27 Authorizing the Mayor to Negotiate and Execute a Contract with Wired AK LLC for the Deferred Maintenance Electrical Work at the Sand Point School in an Amount Not to Exceed \$110,000.
7. Resolution 17-28 Authorizing the Mayor to Negotiate and Execute an Extension to the Memorandum of Agreement between the Aleutians East Borough and the City of King Cove for the King Cove Access Project.



8. Resolution 17-29 Authorizing the Mayor to Negotiate and Execute a Contract with Moffatt & Nichol for the Sand Point New Harbor “A” Float – Phase 1: Design and Permitting in an Amount Not to Exceed \$205,226.
9. Reports and Updates.
10. Next Meeting Date and Time.
11. Adjournment.

Community Roll Call & Public Comment on Agenda Items



Agenda Statement

Date: June 20, 2017

To: Mayor Mack and Assembly Members

From: Anne Bailey, Administrator

RE: Resolution 17-25 - Akutan Airport Co-Sponsorship Agreement Amendment No. 2

The Aleutians East Borough (Borough) entered into a Co-Sponsorship Agreement (CSA) with the State of Alaska, Department of Transportation and Public Facilities (DOT&PF) and the City of Akutan for the construction and operation of the Akutan Airport located on Akun Island. The CSA was approved by the Assembly with Resolution 10-08 dated January 14, 2010. The Borough has agreed to provide the link between the airport and the community for twenty (20) years. The airport was completed and ready for the use on September 1, 2012.

CSA Amendment No. 1 was approved by the Assembly on September 10, 2014 via Resolution No. 15-06. Amendment No. 1 provided for the substitution of the helicopter for the Akutan Airport link; allowed the use of funds needed to set up a fuel system in Akutan for the helicopter; removed the \$500,00 cash contribution by the City that had been budgeted for the purchase of a new hovercraft and provided for the use of funds to assess additional alternative transportation access that will reduce the current annual operational costs.

Due to the high cost to maintain and operate the helicopter operation, the Borough has worked with the State of Alaska and the City of Akutan to help determine a solution to alleviate the Borough's financial burden. Amendment No. 2 will use a portion of the \$3,100,000 in state funds from the City of Akutan's FY2006 general fund grant, extended by re-appropriation in FY2014, to help subsidize the costs of helicopter operations, and extending the deadline provided in CSA Amendment No. 1 for investigating, and if necessary, committing to an alternative access solution as set forth in Section 5 of Amendment No. 1.

RECOMMENDATION

Administration recommends approval of this resolution authorizing the Mayor to sign Amendment No. 2 to the Akutan Airport Co-Sponsorship Agreement.

RESOLUTION 17-25

A RESOLUTION BY THE ALEUTIANS EAST BOROUGH ASSEMBLY AUTHORIZING THE MAYOR TO SIGN A MENDMENT NO. 2 OF THE CO-SPONSORSHIP AGREEMENT WITH THE ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES AND THE CITY OF AKUTAN

WHEREAS, the Aleutians East Borough (AEB) entered into a Co-Sponsorship Agreement (CSA) in March 2010 with the State of Alaska, Department of Transportation and Public Facilities and the City of Akutan for the construction and operation of the Akutan Airport located on Akun Island; and

WHEREAS, the Borough agreed to provide reasonable public access between the airport and the community for twenty years; and

WHEREAS, on September 10, 2014 via Resolution No. 15-06 the Assembly passed CSA Amendment No. 1, which provided for the substitution of the helicopter for the Akutan Airport link; allowed the use of funds needed to set up a fuel system in Akutan for the helicopter; removed the \$500,000 cash contribution by the City that had been budgeted for the purchase of a new hovercraft and provided for the use of funds to assess additional alternative transportation access that will reduce the current annual operational costs; and

WHEREAS, due to the high cost to maintain and operate the helicopter operation the Borough, State of Alaska and the City of Akutan have worked to find a solution to alleviate the Borough's financial burden; and

WHEREAS, per Amendment No. 2 a portion of the \$3,100,000 in State funds from the City of Akutan's FY2006 general fund grant, extended by re-appropriation in FY2014, will be used to help subsidize the costs of helicopter operations, and the deadline provided in CSA Amendment No. 1 for investigating, and if necessary, committing to an alternative access solution as set forth in Section 5 of Amendment No. 1 will be extended two additional years.

NOW T HEREFOR E B E I T R E S O L V E D T H A T the Aleutians East Borough Assembly hereby authorizes the Mayor to sign Amendment No. 2 of the Co-Sponsorship Agreement providing the transportation services between the Akutan Airport and the community of Akutan.

PASSED AND APPROVED by the Aleutians East Borough on this 30th day of June, 2017.

Stanley Mack, Mayor

ATTEST:

Tina Anderson, Clerk

Akutan Airport Co-Sponsorship Agreement Amendment #2

The State of Alaska, Department of Transportation and Public Facilities, hereinafter called the Department, the Aleutians East Borough, hereinafter called the Borough, and the City of Akutan, hereinafter called the City, entered into the Co-Sponsorship Agreement for the Akutan Airport dated 8 February 2010, hereinafter called the Agreement.

Pursuant to Section 18 of the Agreement, the parties hereby agree to this Amendment #2 ("Amendment"), for the purpose of making changes to use a portion of the \$3,100,000 in state funds from the City's FY 2006 general fund grant, extended by a re-appropriation in FY 2014, to help subsidize the costs of helicopter operations, and extending the deadline provided in CSA Amendment #1 dated 6 August 2014 for investigating, and if necessary, committing to an alternative access solution as set forth in Section 5 of Amendment #1.

1. Use of \$3,100,000 City General Fund Grant

- a) Pursuant to a meeting between the Borough and the City, the parties agree to use an amount not to exceed \$1,500,000 of the City's \$3,100,000 FY 2006 general fund grant, extended by a re-appropriation in FY 2014, to subsidize helicopter operations by the Borough to access the Akutan Airport on Akun Island. These costs will be split equally between the Borough and the City at an amount of \$750,000 per party, per year for two years per Section 1(b) of this Amendment.
- b) Payment will be made on a quarterly basis during state fiscal years 2018 and 2019 based on a written invoice submitted by the Borough to the City starting with an invoice submitted on or about July 31, 2017, for the quarter beginning on July 1, 2017. A copy of each invoice will be submitted to the Department. Payment will be made by the City within 30 days of receipt of grant reimbursement by the state. The Borough will provide documentation of expenses related to helicopter operations upon request.

2. Assessment of Additional Alternatives for Airport Access

Section 5(a) of CSA Amendment #1 established December 31, 2017 as a deadline for the Borough to investigate potential airport access solutions. The parties hereby agree to extend the deadline provided in Section 5(a) of CSA Amendment #1 to December 31, 2019.

SIGNATURES

_____ Date

State of Alaska
_____ Judicial District

Subscribed and sworn to before me this ____ day of _____, 2017.

Notary Public
My Commission expires:_____

ACKNOWLEDGMENT OF THE ASSEMBLY
OR COUNCIL OF THE CITY

Be it remembered that on the ____ day of _____, 20__ at a regular meeting, of the _____ of _____, a City established under Alaska law, granted its approved of the foregoing instrument by Resolution _____, dated_____.

Dated: _____
Clerk

_____ [Borough]

_____ Date

State of Alaska

_____ Judicial District

Subscribed and sworn to before me this ____ day of _____, 2017.

Notary Public

My Commission expires: _____

ACKNOWLEDGMENT OF THE ASSEMBLY OR COUNCIL OF THE BOROUGH

Be it remembered that on the ____ day of _____, 20__ at a regular meeting, of the _____ of _____, a Borough established under Alaska law, granted its approved of the foregoing instrument by Resolution _____, dated _____.

Dated: _____
Clerk

_____ [Alaska Department of Transportation & Public Facilities] _____ Date

State of Alaska

_____ Judicial District

Subscribed and sworn to before me this ____ day of _____, 2017.

Notary Public

My Commission expires: _____



Agenda Statement

Date: June 20, 2017
To: Mayor Mack and Assembly
From: Anne Bailey, Borough Administrator

Re: Resolution 17-26 Authorizing the Mayor to negotiate and execute a helicopter services amendment with Maritime Helicopters, Inc. to provide helicopter services between the Akutan Airport on Akun Island and the Community of Akutan

The Aleutians East Borough entered into a Co-Sponsorship Agreement between the City of Akutan, the Borough and the State of Alaska Department of Transportation and Public Facilities (ADOT&PF) for the Akutan Airport in January 2010 providing assurances to the FAA for federal construction funds and agreeing to operate the airport for at least 20 years. The Borough agreed to provide reasonable public access between the community of Akutan and the airport. The Borough tried to operate a hovercraft, which proved to be expensive and unsustainable and was replaced by a helicopter.

The Borough and Maritime Helicopters, Inc. ("Maritime") entered into a Helicopter Services Agreement dated November 22, 2013 to provide transportation between the village of Akutan on Akutan Island and the Akutan Airport located on Akun Island. The Agreement was for a one-year term with options to renew for two additional one-year terms. The Borough has exercised the two additional one-year term renewal options and extended the agreement an additional six (6) months per Amendment #3, effective February 1, 2017, ending July 31, 2017. Since the current agreement is about to expire, an extension to continue helicopter operations needs to occur.

The Borough has been actively looking for ways to defray a portion of the annual subsidy cost. Recently the following has occurred:

- The Borough, City of Akutan and the State of Alaska are in the process of executing Amendment #2 to the Akutan Airport Co-Sponsorship Agreement (CSA). Per Amendment #2, a portion of the \$3,100,000 in State funds from the City of Akutan's FY2006 general fund grant, extended by re-appropriation in FY2014, will be used to help subsidize the costs of helicopter operations, and the deadline provided in CSA

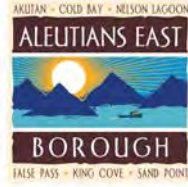
Amendment No. 1 for investigating, and if necessary, committing to an alternative access solution, will be extended. The CSA Amendment is before the Assembly at the June 0, 2017 Special Meeting for consideration as Resolution 17-25.

- Continue to work with ADOT&PF and the local carriers to find another solution through the Essential Air Service (EAS) process. On October 25, 2016, the U.S. DOT issued a tentative decision to subsidize fixed-wing operations between Dutch Harbor and Akun Island for the next two years, but failed to support a subsidy for any helicopter service at that time. Part of the problem on the helicopter piece is due to a need for FAA certification of scheduled passenger services by the helicopter. There is a chance we can get the U.S. DOT to reconsider this decision if a carrier can obtain proper certification, but we have no guarantee this effort will succeed. A helicopter company has applied for the certification and we are awaiting the decision.
- Continue and are still in the process of researching the marine connection.

Based on our latest effort, Borough Administration recommends the continuation of providing subsidized helicopter services between the airport and community for an additional six (6) months, which would extend the helicopter agreement to January 31, 2018.

RECOMMENDATION

Administration recommends approval of Resolution 17-26 authorizing the Mayor to negotiate and execute a helicopter services amendment with Maritime to provide helicopter services between the Akutan Airport on Akun Island and the community of Akutan.



RESOLUTION 17-26

A RESOLUTION OF THE ALEUTIANS EAST BOROUGH ASSEMBLY AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE A HELICOPTER SERVICES AMENDMENT WITH MARITIME HELICOPTERS, INC. TO PROVIDE HELICOPTER SERVICES BETWEEN THE AKUTAN AIRPORT ON AKUN ISLAND AND THE COMMUNITY OF AKUTAN

WHEREAS, the Borough and Maritime Helicopters, Inc. (“Maritime”) entered into a Helicopter Services Agreement dated November 22, 2013 to provide transportation between the village of Akutan on Akutan Island and the Akutan Airport located on Akun Island; and

WHEREAS, the Helicopter Services Agreement was for a one-year term with options to renew for two additional one year terms; and

WHEREAS, the Borough has exercised the two additional one-year renewal options and extended the agreement an additional six (6) months, effective February 1, 2017 ending July 31, 2017 per Amendment #3; and

WHEREAS, since the current agreement is about to expire an extension to continue helicopter operations needs to occur; and

WHEREAS, the Borough would like to extend the contract an additional six (6) months extending the helicopter agreement to January 1, 2018.

NOW THEREFORE, BE IT RESOLVED, the Aleutians East Borough Assembly authorizes the Mayor to negotiate and execute a helicopter services amendment with Maritime to provide helicopter services between the Akutan Airport on Akun Island and the community of Akutan.

PASSED AND ADOPTED by the Aleutians East Borough on this 30th day of June, 2017.

Stanley Mack, Mayor

ATTEST:

Tina Anderson, Clerk

HELICOPTER SERVICES AGREEMENT Amendment #4

The Aleutians East Borough (“AEB”) and Maritime Helicopters, Inc. (“Maritime”) entered into a Helicopter Services Agreement (“Agreement”) dated November 22, 2013.

The AEB and Maritime Helicopters agreed to Amendment #1, which became effective on November 4, 2014. Amendment #1 extended the initial term from November 22, 2013 to January 31, 2015; exercised the first one-year renewal option, effective February 1, 2015 ending January 31, 2016 and changed the 1 Year Hourly Rate (in excess of 365 hrs/year) to 1 Year Hourly Rate (in excess of 415 hrs/year).

The AEB and Maritime agreed to Amendment #2, which became effective February 1, 2016. Amendment #2 exercised the second one-year renewal option, effective February 1, 2016 ending January 31, 2017.

The AEB and Maritime agreed to Amendment #3, which became effective February 1, 2017. Amendment #3 extended the term of the contract an additional 6 months, effective February 1, 2016 ending July 31, 2017 and changed the Termination of Convenience to from ninety (90) days to thirty (30) days.

The AEB and Maritime hereby agree to this Amendment #4 for the purposes of extending the Contract Terms, as described in Section 1. The effective date of this amendment is August 1, 2017.

The Agreement is amended as follows:


Section 1.

1. Section 1a. Term and Renewal. The term of this Agreement has been extended an additional 6 months, effective August 1, 2017 ending January 31, 2018.

The AEB and Maritime also acknowledge that the 1 Year Hourly Rate (in excess of 415 hour/year), outlined in Section 8b. in Amendment #1, is for the annual period of February 1, 2017 through January 31, 2018.

All other terms and conditions of the grant agreement remain in full force and effect.

MARITIME HELICOPTERS, INC.

By: 
(Signature)

Name: Robert Fell
(Printed)

Title: Director of Operations

Date Signed: 6/14/17

ALEUTIANS EAST BOROUGH

By: _____
(Signature)

Name: Anne Bailey
(Printed)

Title: Borough Administrator

Date Signed: _____



Agenda Statement

Date: June 23, 2017
To: Mayor Mack and Assembly
From: Anne Bailey, Borough Administrator

Re: Resolution 17-27 Authorizing the Mayor to Negotiate and Execute a Contract with Wired AK LLC for the Deferred Maintenance Electrical Work at the Sand Point School in an Amount Not to Exceed \$110,000.00

The Sand Point School is owned and maintained by the Aleutians East Borough (Borough). School functions are administered by the Aleutians East Borough School District and currently supports Pre-Kindergarten through Grade 12.

The building was originally constructed in 1982-83, with three subsequent additions. The total building footprint is approximately 55,600 square feet, plus small service mezzanines.

The Borough enlisted DOWL to assist in conducting an on-site condition assessment of the Sand Point School. On April 4th and 5th, 2017, an on-site condition assessment of the Sand Point School was conducted by four building professionals. It has been determined that the school has, in general, been well-maintained over the past 35 years; however, there are code violations and other critical items that need immediate correction. These critical items included many electrical items that require immediate attention.

On June 2, 2017, the Borough, with the assistance of DOWL, issued a Request for Quote (RFQ) for the deferred maintenance electrical work at the Sand Point School to three (3) electrical contractors who have extensive experience working in rural Alaska. On June 9, 2017, the Borough received two (2) proposals. The third firm declined to propose. The proposers provided a rough order of magnitude for the scope of work and the range of pricing identified was \$110,000 to \$126,000. Both proposers are also available to conduct the work in July 2017 while school is out of session.

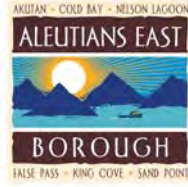
On June 13, 2017, a selection committee met in Anchorage to review and score the written proposals, and it was determined that Wired AK LLC had the highest score. Therefore, the

selection committee recommended the Borough issue a contract to Wired AK LLC in an amount not to exceed \$110,000.00 to perform maintenance electrical work at the Sand Point School.

Funds for this deferred maintenance electrical work have not been designated; however, funds are available in the project contingency line item (E20-866-209-888 project contingency) that can be used for this project. Administration requests \$110,000 be transferred from the project contingency line item (E20-866-209-888 project contingency) to the Sand Point School project contingency line item (E 41-800-867-888 Sand Point School Project Contingency). This amendment to the budget will be presented to the Assembly for consideration during the mid-year budget discussion in 2018. Administration strongly recommends approval of Resolution 17-27 due to the critical nature of the work needing to be repaired.

RECOMMENDATION

Administration recommends approval of Resolution 17-27 authorizing the Mayor to Negotiate and Execute a Contract with Wired AK LLC for the Deferred Maintenance Electrical Work at the Sand Point School in an Amount Not to Exceed \$110,000.00.



RESOLUTION 17-27

A RESOLUTION OF THE ALEUTIANS EAST BOROUGH ASSEMBLY AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE A CONTRACT WITH WIRED AK LLC FOR THE DEFERRED MAINTENANCE ELECTRICAL WORK AT THE SAND POINT SCHOOL IN AN AMOUNT NOT TO EXCEED \$110,000.00

WHEREAS, the City of Sand Point is located south of the Alaska Peninsula on Popof Island on the Pacific Ocean and near the Bering Sea, 500 miles south west of Anchorage; and

WHEREAS, the Sand Point School was originally constructed in 1982-83 with three subsequent additions and the total building footprint is approximately 55,600 square feet plus small service mezzanines in the buildings; and

WHEREAS, on April 4 and 5, 2017, an on-site condition assessment of the Sand Point School was completed.

WHEREAS, in general, the school has been well-maintained over the past 35 years; however, there are code violations and other critical items that need immediate correction; and

WHEREAS, it was determined many electrical items require immediate attention; and

WHEREAS, the Borough, with the assistance of DOWL, issued a Request for Qualifications (RFQ) for the deferred maintenance electrical work at the Sand Point School on June 2, 2017 to three (3) electrical contractors; and

WHEREAS, on June 9, 2017 two proposals were received in response to the RFQ. The third firm declined to propose; and

WHEREAS, the proposers provided a rough order of magnitude price for the scope of work and the range of pricing identified was \$110,000 to \$126,000; and

WHEREAS, on June 13, 2017 a selection committee met in Anchorage to review and score the written proposals; and

WHEREAS, the selection committee recommends the Borough issue a contract to Wired AK LLC to perform maintenance electrical work at the Sand Point School in an amount not to exceed \$110,000.00; and

WHEREAS, funds for the deferred maintenance electrical work has not been designated; however, funds are available in the project contingency line item (E20-866-209-888 project contingency) that can be used for this project; and

WHEREAS, the budget adjustment from the project contingency line item (E20-866-209-888 project contingency) to the Sand Point School Project Contingency line item (E41-800-867-888) will be presented to the Borough Assembly for consideration during the mid-year budget cycle conducted in 2018.

NOW THEREFORE, BE IT RESOLVED, the Aleutians East Borough Assembly authorizes the Mayor to negotiate and execute a contract with Wired AK LLC for the deferred maintenance electrical work at the Sand Point School in an amount not to exceed \$110,000.00.

PASSED AND ADOPTED by the Aleutians East Borough on this 30th day of June, 2017.

Stanley Mack, Mayor

ATTEST:

Tina Anderson, Clerk

**Aleutians East Borough
Akutan, Cold Bay, False Pass, King Cove, Nelson Lagoon, Sand Point**

Short Form Contract for Supplies or Services

This contract, entered into by the Aleutians East Borough and the Contractor name below, documents the entire understanding of the parties regarding the services to be provided. This agreement becomes effective only when signed by the contractor, and an Aleutians East Borough official.

| | |
|--|-------------------------------------|
| Project Manager: Anne Bailey | |
| Email: abailey@aeboro.org | Phone Number: (907) 274-7580 |

| |
|--|
| Description of Services: Deferred Maintenance Electrical Work at the Sand Point School in Sand Point, Alaska. |
|--|

1. Parties. The parties to this agreement are the Aleutians East Borough (“Borough”) and the following named Contractor:

Contractor:
Street Address:
Contact Person:
Email:
Telephone/Fax:

Business License No. (if applicable):

2. General Conditions. This Contract is subject to the General Conditions and Special Conditions (if applicable), which are attached hereto and are incorporated herein by this reference.

3. Scope of Services: Contractor/Supplier (“Contractor”) shall perform all services outlined in Attachment A. Scope of Services for the compensation indicated in Section 3 (Complete all that apply):

Name of Project: Deferred Maintenance Electrical Work at the Sand Point School
Location: Sand Point, AK
Date(s)/Time(s):

Contractor agrees to provide the following equipment/items for this agreement (if any):

Borough agrees to provide the following equipment/items for this agreement (if any):
Not applicable.

4. Bonds, Certifications & Other Requirements. This project requires a performance bond and a payment bond as described in Attachment B Request for Qualifications.

5. **Billings and Evidence of Work Completion Requirements.** Contractor to be completely transparent in its billing for the work. All billings will be delivered with time cards, certified payrolls, material receipts, daily reports and other documentation necessary to validate cost of the work.
6. **Payment.** Borough's total payment to Contractor under this Agreement shall not exceed \$ _____ for total payment for all services rendered.

THIS AGREEMENT TAKES EFFECT THE LAST DATE SHOWN BELOW

Aleutians East Borough Contractor

| | |
|---|---------------------------------|
| Signature of Certifying Officer | Signature of Contractor |
| <u>Anne Bailey, Borough Administrator</u> Printed Name and Title | _____ Printed Name and Title |
| Date: _____ | Date: _____ |

GENERAL CONDITIONS

1. **Independent Contractor.** The Contractor shall provide services as an independent contractor to the Borough. Except as this contract provides, otherwise, the Borough shall not supervise or direct the Contractor. The Borough may administer this contract and monitor the Contractor's performance.
2. **Compliance with Laws.** The Contractor shall comply with all statutes, ordinances, and regulations governing its performance, post all required notices, and obtain all permits, licenses, and other entitlements necessary to its performance. The Contractor shall pay all taxes related to its performance and shall be current on all borough taxes at the time of entering this contract.
3. **Insurance.** During the term of this contract, the Contractor shall maintain a policy of workers' compensation and employers' liability insurance as required by law. Contractor shall also be required to carry additional insurance if so indicated on this form. Any such insurance shall be primary and exclusive of Borough insurance. If liability insurance is required, the Borough and school district, as applicable, shall be named as an additional insured on such policy with respect to the performance or failure to perform under this contract.
4. **Indemnification.** The consultant shall indemnify, defend, and hold harmless the contracting agency from and against any claim of, or liability for, negligent acts, errors, and omissions of the consultant under this agreement. The consultant is not required to indemnify, defend or hold harmless the contracting agency for a claim of, or liability for, the independent negligent acts, errors, and omissions of the contracting agency. If there is a claim of, or liability for, a joint negligent act, error, or mission of the consultant and the contracting agency, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "consultant" and "contracting agency" include the employees, agents, and contractors who are directly responsible, respectively, to each. In this provision, "independent negligent acts, errors, and omissions" means negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the consultant, or in approving or accepting the consultant's work.
5. **Termination.** This contract may be terminated (A) for cause immediately; (B) By the Borough for its convenience upon fifteen (15) days written notice to the Contractor. Upon termination and the Contractor's furnishing to the Borough all finished and unfinished data, documents or other materials prepared under the contract, the Borough shall pay the Contractor for all satisfactory work performed before termination.
6. **Nonwaiver.** Either party failing to enforce a provision of this contract does not waive the provision or affect the validity of the contract or a party's right to enforce any provisions of the contract.
7. **Jurisdiction and choice of law.** Any civil action arising from this contract shall be brought in the trial courts for the Third Judicial District of the State of Alaska at Anchorage, Alaska. The laws of the state of Alaska govern this contract.
8. **Integration.** This document and all documents incorporated in it by reference are the entire agreement of the parties and supersede all previous communications, representations or agreements regarding this subject, whether oral or written, between the parties.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Company)

(Name of Corporation)

a _____, hereinafter called Principal and

(Name of Surety)

Hereinafter called Surety, are held and firmly bound unto

(Name of Grantor)

(Address of Grantor)

Hereinafter called Owner, in the penalty sum of _____ Dollars,

\$(_____) in lawful money of the Unites States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2017, a copy of which is hereto attached and made a part hereof for the procurement of:

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good and default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counter parts, each one of which shall be deemed an original, this the _____ day of _____, 2017.

Principal

ATTEST:

(Principal's Secretary)

By _____

(Witness as to Surety) (Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute the BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the PROJECT is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Company)

(Name of Corporation)

a _____, hereinafter called Principal and

(Name of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Grantor)

(Address of Grantor)

hereinafter called Owner, in the penal sum of _____ Dollars, % (_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2017, a copy of which is hereto attached and made a part hereof for the procurement of:

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good and default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each
(Numbers)
On of which shall be deemed an original, this the _____ day of _____, 2017.

Principal

ATTEST:

(Principal's Secretary)
(SEAL)

By _____

(Witness as to Surety) Attorney

By _____
in Fact

(Address) (Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute the BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the PROJECT is located.



June 9, 2017

Randolph Lee Romenesko, P.E.
Senior Project Manager
Dowl Engineering
4041 B Street
Anchorage, AK 99503

RE: Sand Point School – Deferred Maintenance Electrical Work RFQ

On behalf of **Wired AK LLC**, I would like to thank you for the opportunity to present you with a proposal for the following project: *Deferred Maintenance Electrical Work* at the Sand Point School. We bring groundbreaking technology and innovation to our work to deliver a quality product with a competitive price tag. Our innovation, design, value-added engineering, bidding, pricing, and technical services are unmatched by any other electrical or telecommunications contractor in Alaska. Our extensive experience allows us to perform a full range of both electrical and a telecommunication contracting service, a feature that sets us apart from single service firms and brings added strength and efficiency to our projects. Wired AK has established a reputation of completing projects on time, on budget and safely.

This project is complicated and time sensitive therefore Wired AK has put together a team of experienced professionals to ensure that this project is completed on time, on budget and safely.

Wired AK has selected Steve Wisdorf as the Project Manager and Tom Piersch as the Superintendent. Wire AK will use its own resources to fill the other major positions. Also, Wired AK being a union company can draw on a vast supply of available/qualified electricians through the local IBEW if needed.

We have assimilated the information you have asked for and we have included additional information that we feel will be helpful in making the selection of an electrical contractor for this project.

Very truly,

Jon Lasseter
Wired AK LLC



March 2017

Steve Wisdorf, Project Manager / Electrical Administrator

QUALIFICATIONS:

Steve Wisdorf draws on his more than 33 years of experience in the electrical construction industry to provide the highest quality electrical services in Alaska while ensuring that every project is completed on time, on budget, and safely. Since beginning his career in 1982, Steve has overseen numerous multi-million-dollar Design Build projects throughout the state of Alaska. Steve holds a current State of Alaska Electrical Administrators License, Alaska Department of Labor Journeyman Wireman Certificate of Fitness, State of Alaska Class 1B Special Fire Alarm Installation Permit.

Steve will be responsible for overall corporate administration and management duties related to the project throughout its entire lifecycle. As Wired AK's President, Steve will be providing input and direction for determining value added engineering services, primary project budgeting and preliminary construction scheduling and coordination plans. Steve will have primary authority over construction services and execution, and will provide supervision and expert guidance throughout all phases of the project.

WORK HISTORY:

October 2015 to Present: President of Wired AK LLC

Responsible for all company operations, including overseeing estimators, field project management operations, purchasing, materials, accounting, and office staff.

June 1991 to August 2015: Foreman ~ President of Electric, Inc.

Responsible for all company operations, including overseeing estimators, field project management operations, purchasing, materials, accounting, and office staff.

March 2017

Tom Piersch, Superintendent / Lead Field Electrician

QUALIFICATIONS:

Tom Piersch, has over 14 years of experience as an electrician with 9 of those years as a journeyman wireman, foreman and project manager. Tom holds a current State of Alaska Electrical Administrators License, Alaska Department of Labor Journeyman Wireman Certificate of Fitness, State of Alaska Class 1B Special Fire Alarm Installation Permit, Tower Climbing and Rescue Certificate, Universal Refrigerant Recovery Certificate, and has extensive knowledge of air compressors and compressed air systems. He has spent much of his electrical career working on critical and life safety systems. His expertise ranges from the simplest 24v communication systems to the largest 480v building power supply. Tom has performed the following tasks at Providence Alaska Medical Center, Alaska Regional Hospital, Mat-Su Regional Medical Center, and Chugach Electric Association: Development of schematics for low voltage systems, Communication rack installation, communication cable raceway installation, communication cable installation/terminating/testing, communication grounding and bonding, and fiber optic cable installation. He is experienced with: access controls, fire alarm installation, fire alarm trouble shooting/repair, installation/maintenance/repair of -48v battery systems, surveillance/CCTV systems, transfer switch installation/repair, generator controls, security system troubleshooting/repair, HVAC controls, emergency power systems, SCADA power systems, electrical schematic reading, UPS system installation/repair, conduit bending/installation, building/outside plant lighting systems, preventative maintenance/trouble shooting, large switch gear installations including transformers over 25kVA, and underground communication/power installation. A large portion of Tom's career has been working in remote locations across Alaska including; Cooper, Summit, and Silvertip mountains, Bethel, Perryville, Ft. Yukon Nome, etc.

Tom will be the primary contact and electrician for the Sand Point Deferred Maintenance Electrical Work. His duties will include estimating, executing, coordinating, and managing this project.

WORK HISTORY:

January 2017 to Present: Service Manager, Wired AK LLC

Responsible for estimating, overseeing site foremen, field project management operations, and execution of field work.

January 2015 to January 2017: Estimator/ Project Manager, HotWire LLC

Responsible for estimating, field project management operations, overseeing foreman, purchasing, and materials.

February 2009 to January 2015: Journeyman Wireman/foreman, Electric Inc.

Responsible for electrical installations, overseeing and directing journeyman wiremen.

Narrative – Wired AK’s anticipation of the work can be broken down into 6 phases for this project, which are listed below. Each phase of work is a critical step to complete to make this a successful project for everyone.

- 1) Pre-Site Visit – Steve Wisdorf (Project Manager/Electrical Administrator) and Tom Piersch (Field Superintendent Electrical Administrator) will coordinate with the owner’s project manager and electrical engineer to formulate a rough work plan.
- 2) Site Visit – Tom will travel to Sand Point and go through each item in the work plan and inspection report, make a complete detailed material list, and define the actual scope of work required. Tom will meet with operations and maintenance to discuss scope of work and discuss any items they may have concerns with on scope work.
- 3) Post Site Visit – Tom will return to Anchorage where he will discuss with Steve and the owner’s project manager and electrical engineer and report his findings. At this time, a detailed work plan will be generated on all items that need to be completed. Once the complete detailed work plan and material items are complete, Tom will work with all our electrical vendors to purchase the required materials, consolidate and prepare them for shipping to Sand Point.
- 4) Pre-Field Work – After all the materials are sent to Sand Point, Tom will meet with Field Electrician (Electrician) to review the finalized work plan and determine if additional work force will be required to accommodate the work schedule. During this time, Electrician will familiarize himself with the scope of work.
- 5) On-Site Work – Once onsite, Electrician will meet with operations and maintenance and confirm the scope of work and discuss any items they may have concerns with on scope work. Electrician will also track and keep notes of all work being performed and note any changes or additional code violations that may have previously been missed. During this phase of work, Electrician will have regular discussions with Steve and Tom about the work schedule, which they will forward to the Owner’s Project Manager. The most disruptive activities will be accomplished first during July. If the work cannot be completed during the month of July, we would work with the owner and the staff on a work schedule that will accommodate everyone involved and minimize disruptions to normal daily operations this will require us to work off hours, such as starting our work day around 5pm and work until 3am.
- 6) Post Site Work – Once all onsite work is completed, Electrician will finalize his red-line-drawings to turn over to the engineer and owner. These red-line-drawings will detail all the changes that were completed and show details on locations, size and notes for work completed.



Electrical Contractor

Wired AK LLC was formed October 1, 2015. Although it may be a new company, the managers and field personnel are not new to the Alaska's electrical contracting industry. Lead by Steve Wisdorf, who managed Electric Inc. (also known as Electric International and Redi Electric) for over seventeen years, has taken the helm to steer Wired AK into the future. Steve has built a core group of the electrical industry's best and most respected individuals to manage projects and draws from the union's (IBEW Local 1547) workforce on an as-needed basis. This core group of employees have managed hundreds of millions of dollars in projects throughout Alaska and around the world. The clients of Wired AK can feel confident that the performance of their project will be executed in a professional manner, exercising a partnering working relationship and completed to thorough client satisfaction.

Design-Build, Design-Assist Build, Bid-Build

Wired AK has extensive experience with performing all types building delivery methods of construction. Wired AK approaches each project the same way; explore the most efficient and effective design specific to meet the needs of the owner through proven constructability methods. Wired AK uses this as a standard method for controlling cost-efficiency and provides the highest quality of work that far surpasses other delivery methods and creates a true 'partnering relationship'. Ultimately, this approach provides for substantive client monetary savings, minimal scope changes, and a significant potential for early completion.

Management & Field Supervision Team

Steve Wisdorf, Principle, Sr. Project Manager
Aric Bartlett, Sr. Estimator and Project Manager
Tom Piersch, Service Manager & Superintendent
Jon Lasseter, Business Development

Finance / Contract Control / Compliance

Dave Elmore, Superintendent

Chris Murray, Foreman

Josh Huntley, Foreman

Work Performed Annual Basis

Wired's current workload backlog is 5.2 million dollars. Wired has the current capacity to complete 6-8 million dollars of work annually without adding additional office staff.

Financial Capacity

Wired has the capability to finance the work as needed for the execution of all contracts and the ability to bond all contracts bid.

Wired AK financial and bonding resources and capabilities are exceptional. Wired maintains an excellent working relationship with both our bonding company (Amtrust Surety) and our financial institution (FNBA).

Guy P. Armfield, (425) 709-3684
Parker, Smith, and Feek, Inc.
2233 112th Avenue NE
Bellevue, WA 98004

Joseph A Gelione, (907) 777-3930
First National Bank Alaska
8725 Old Seward Hwy.
Anchorage, AK 99515

Wired has never failed to complete a contract due to insufficient resources and has never been terminated for default.

Safety Overview

Wired AK is committed to providing an assertive safety program whereby all employees will be provided with a safe working environment. Wired's safety goal is zero recordable incidents. Safety is an integral part of our everyday operation starting with tool box meetings in the mornings and ending with tailgate meetings in the evenings. We are proud to say during the first six months of operations Wired has meet its goal of 0 recordable incidents and Wired will strive to continue this process.

Quality Control and Quality Assurance



Wired AK's Quality Control and Quality Assurance (QA/QC) is a systematic application of inspection and testing methods designed to assure that all materials, equipment, and workmanship conform to contractual requirements thereby maximizing construction efficiency. Wired is committed to insure that construction is performed according to plans and specifications, on schedule, within budget, and safely. These standards improve organization, inspections, and reporting. For construction projects, quality begins with requirements carefully developed, reviewed for adherence, and ultimately reflected in the final outcome of the project. The designer establishes quality standards, and contractor in building to the quality standards set in the plans and specifications, controls the quality of work.

Drug Testing Policies

Wired AK is a member of the Alaska Construction Industry Substance Abuse Program (AK Clean Card) Wired AK adheres to pre-hire and random drug testing through this program. Also, Wired AK has instituted a background check on certain projects.

Distinct & Substantive Qualifications

- **Mobilization:**
 - Wired AK's Team have performed work from the North slope of Alaska to Um Qasr, Iraq
- **Established Working Relationships:**
 - Wired AK's Team has a proven working relationship with all trades in the construction field
 - Vendors – Wired AK has extensive credit lines with all electrical vendors in Alaska and Washington
- **Over 100 years combined Construction Experience**
- **Technical Resources:**
 - Wired has two full time Alaska Electrical Administrators on staff
 - Wired's Experienced and Project Managers
 - Wired's In-House Project Scheduling and Cost Estimating

- **Specialized Equipment and Tools**
 - Wired owns all it equipment and tools, benders, threaders, test equipment, trucks, vans, etc.

Past Project Experience

Wired AK's Team have been responsible for the management and completion of the electrical sections of the following projects:

- **Project: ACS Store**
 - **Owner:** Alaska Communications
 - **Overview:** Tenant improvement of 4,423 SF. Project includes new light fixtures, light controls, general use outlets, and special power installations for server equipment, mechanical powers connections, new telecommunications outlets /cabling, and fire alarm upgrades.
 - **Value:** \$132,000.00
- **Project: Pork and Pickle – Anchorage Airport**
 - **Owner:** HMS Host
 - **Overview:** Project consisted of a conversion of the old Chili's restaurant to new Pork & Pickle at the Ted Stevens International Airport. Work included was new lighting, added kitchen equipment, communication/data revisions and fire alarm revisions. Project also; include coordination with airport personnel and TSA due to area being on the secure side of TSA screening.
 - **Value:** \$165,000.00
- **Project: Sleeping Lady – Anchorage Airport**
 - **Owner:** HMS Host
 - **Overview:** Project consisted of a new lounge and bar area at the Ted Stevens International Airport. Work included was LED TV cabling/pathways, power revisions, communication/data revisions and sun shade controls. Project also include coordination with airport



- personnel and TSA due to area being on the secure side of TSA screening.
 - **Value:** \$100,000.00
- **Project: Dena'ina House**
 - **Owner:** Cook Inlet Tribal Council
 - **Overview:** Tenant improvement of 14,410 SF for a residential group-home facility. Project includes new light fixtures, light controls, general use outlets, mechanical power connections, new telecommunications outlets/cabling, and fire alarm upgrades.
 - **Value:** \$357,000.00
- **Project: Perryville Rural Power System Upgrade (RPSU)**
 - **Owner:** City of Perryville
 - **Overview:** The insulation of power plant module per the requirements of the engineer.
 - **Value:** \$40,000.00
- **Project: ANMC CCU Addition and Renovation**
 - **Owner:**
 - **Overview:** Addition of additional beds and support space over the existing first floor and addition over the second floor for mechanical equipment. Project includes new light fixtures, light controls, general use outlets, emergency outlets, mechanical power connections, new electrical distribution panels, new telecommunications cable tray/outlets/cabling, and fire alarm upgrades.
 - **Value:** Current Project
- **Project: ANMC ATS Replacement**
 - **Owner:** Alaska Native Medical Clinic
 - **Overview:** Replacement of 7ea Automatic-Transfer-Switches (ATS) ranging from 250amps to 1,200amps. Project is a six-phased project that includes assisting in design of the ATS's, coordination with hospital facilities and coordination with hospital personnel.
 - **Value:** Current Project
- **Project: JBER Hanger 18 Fire Suppression System Upgrade**
 - **Owner:** Alaska Air National Guard
 - **Overview:** Project is to repair the fire suppression for Hanger 18. A new 2,500amp 480Volt service fed from a new 500KVA 12.47KV pad mount transformer which will feed 2ea new fire pumps, construction of two new equipment rooms that will be used for fire suppression piping and fire alarm panels, and new flame detection in hanger bays.
 - **Value:** Current Project
- **Project: King Salmon Airport Sand Storage Building**
 - **Owner:** State of Alaska
 - **Overview:** 3,350 square foot expansion of existing Airport Maintenance building, 1,980 square feet of the expansion will be for sand storage and the other 1,370 will be for general storage. Electrical scope of work includes new LED interior and exterior light fixtures, lighting controls, general use outlets, power for new mechanical equipment and a new 600amp 240/120volt single phase service upgrade for the Maintenance Building.
 - **Value:** Current Project
 -
- **Project: Ft Yukon Power System Upgrade**
 - **Owner:** Ft. Yukon
 - **Overview:** The insulation of power plant module per the requirements of the engineer.
 - **Value:** \$90,000.00

Cost Proposal

Hourly Labor Rates

WIRED AK LLC - Rates For Scheduled/Non-Emergency

Normal Work Week: Monday through Friday 7:00 AM to 3:30 PM

****Rates are Fully Burden Without Workers Comp**

| | ST | OT | DT | SS ST | SS OT | SS DT | GS ST | GS OT | GS DT |
|------------|----------|-----------|-----------|----------|-----------|-----------|----------|-----------|-----------|
| PM | \$ 79.79 | \$ 106.23 | \$ 132.67 | \$ 79.79 | \$ 106.23 | \$ 132.67 | \$ 79.79 | \$ 106.23 | \$ 132.67 |
| FM | \$ 78.29 | \$ 103.97 | \$ 129.66 | \$ 92.48 | \$ 120.73 | \$ 148.99 | \$ 95.13 | \$ 124.67 | \$ 154.21 |
| JW | \$ 74.38 | \$ 98.11 | \$ 121.85 | \$ 88.04 | \$ 114.15 | \$ 140.25 | \$ 90.49 | \$ 117.78 | \$ 145.08 |
| App | \$ 56.59 | \$ 73.00 | \$ 89.42 | \$ 60.01 | \$ 78.06 | \$ 96.11 | \$ 61.72 | \$ 80.59 | \$ 99.46 |

How Overtime Rates are Defined:

In General, the ninth and tenth hour worked , Monday through Saturday, will be paid at time and one-half (1 1/2) of the regular hourly rate. The first eight hours, Saturday, will be worked at time and one half (1 1/2). All other overtime and hours worked on Sunday will be paid at two (2) time the regular hourly rate.

*There are exceptions to the above rule such as a four-ten work week where all hours are paid at regular rate. All exceptions are defined in the IBEW 1547 Inside Construction Agreement.

- ST** Straight Time
- OT** Over Time
- DT** Double Time
- SS** Swing Shift
- GS** Graveyard Shift

WIRED AK LLC - Rates For Emergency Call-Out*

| | ST | OT | DT |
|------------|----------|-----------|-----------|
| FM | \$ 76.01 | \$ 100.95 | \$ 125.89 |
| JW | \$ 72.21 | \$ 95.26 | \$ 118.30 |
| App | \$ 54.94 | \$ 70.88 | \$ 86.81 |

*** Two (2) Hour Minimum Call-Out and per the terms of the IBEW 1547 Inside Construction Agreement**

WIRED AK LLC - Holidays

- New Year's Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day

Rates are subject to IBEW agreement changes

Wired AK LLC
600 West 58th Avenue
Unit J
Anchorage, AK 99518

Cost Proposal

Insurance and Bonding Rates

WIRED AK LLC - Rates Insurance and Bonding

| | | |
|-------------------------------|---------|-------------------------|
| Worker Comp: | \$ 4.98 | Per \$100.00 of Payroll |
| General Liability Insurance: | 1.30% | Total Contract Value |
| Builders Risk: | | |
| Payment and Performance Bond: | 1.75% | Total Contract Value |

Cost Proposal

General Contractor's Fee

WIRED AK LLC - Fee Rates

Wired AK's Fee Rate: **14.80%**

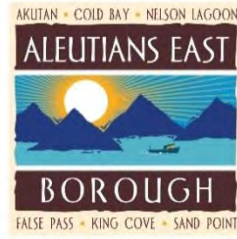
This Rate Includes:

- Home Office:
- Home Office Supervision:
- Profit:

Wired AK's Fee Rate: **12.5%**

This Rate Includes:

- Travel:
- Per Diem:
- Lodging:
- Equipment/Vehicle Rental:
- Materials:



REQUEST FOR QUALIFICATIONS

DEFERRED MAINTENANCE ELECTRICAL WORK

AT THE SAND POINT SCHOOL

SAND POINT, ALASKA

Issued: June 2, 2017

Proposals Due: June 9, 2017 @ 3:00PM

I. Solicitation

Aleutians East Borough (AEB) is soliciting qualifications and basic fee information from selected electrical contractors for miscellaneous maintenance work at their school in Sand Point, Alaska.

II. Submittals

To be considered, Offerors must deliver submittals to the address below or by email, on or before the deadline, and in the number of copies indicated below.

Deadline: Proposals will be accepted until Friday, June 9, 2017 at 3:00 PM.

Address Responses To: AEB, c/o Randy Romenesko, DOWL, 4041 'B' St., Anchorage, Alaska 99503

Email Responses To: rromenesko@dowl.com

Mark Submittals as Follows: Aleutians East Borough – Sand Point School: Deferred Maintenance Electrical Work Proposal

Required Number of Copies: Three (3) hard copies and 1 pdf copy on a CD/thumb drive. If submittal by email, pdf copy.

III. Background and Project Summary

The Sand Point School is owned and maintained by the Aleutians East Borough (AEB). School functions are administered by the AEB School District. Currently the school supports Pre-Kindergarten through Grade 12. The building was originally constructed in 1982-83 with three subsequent additions. The total building footprint is approximately 55,600 SF plus small service mezzanines in the buildings.

A team from ECI performed an on-site condition assessment of the Sand Point School on April 4 and 5, 2017. Team consisted of architectural – ECI; mechanical & electrical – AMC Engineers; structural - BBFM. The full condition survey report (available from DOWL) documents the team's observations and recommendations to address deferred maintenance for the school.

The Sand Point School has, in general, been well maintained over the past 35 years. That said, there are code violations and other critical items that need immediate correction. This project is to address these issues.

IV. Schedule

Work must be completed during July 2017 as school will not be in session.

V. Scope of Work

The scope of work is to perform maintenance work on electrical items described in **Exhibit A**. Selected contractor will work closely with the Electrical Engineer to complete the work using drawings, sketches, and narratives provided by the Engineer. The Sand Point School Electrical Condition Survey Narrative is attached as **Exhibit B** for your information. A full set of record drawings (scanned electronic copies) will be provided upon request.

VI. Type of Contract

A short form contract for supplies or services will be issued by AEB and is attached as **Exhibit C**.

VII. Bonds, Certifications & Other Requirements

Performance Bond: This project requires a performance bond. The penal amount of performance bonds shall be 100 percent of the original contract amount. AEB requires additional performance bond protection if the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. A sample Performance Bond is attached as **Exhibit D**.

Payment Bond: This project requires a payment bond. The penal amount of the payment bond shall equal 100 percent of the contract amount including any increase or decrease. A sample Payment Bond is attached as **Exhibit E**.

The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements to AEB within the time period specified in the Contract Documents, and in any event, before starting work. All required Bonds shall be executed on the forms included with this RFQ, signed by a surety company authorized to do business in the State of Alaska, acceptable to AEB, and countersigned by an Alaska Resident Agent. A Power of Attorney certified to include the date of the Bonds shall be submitted with the Bonds.

Subcontractors: Offerors are hereby notified that AEB will not recognize subcontractors as having any function in work other than as employees of the General Contractor.

Prevailing Wages: Offerors should assume that the provisions of the State of Alaska Prevailing Rates of Wage will apply to this project. The successful Offeror shall comply with each and every provision thereof. The successful Offeror shall require that the appropriate minimum wage requirements be included in any subcontracts entered into to carry out the Work. The minimum wage rates of pay is attached as **Exhibit F**.

Other Requirements: The successful contractor shall be a licensed ~~General Contractor~~, Electrical Contractor, and have an Electrical Administrators license recognized by the State of Alaska.

VIII. Selection Process

Proposals will be reviewed by a Selection Committee established for this particular project. Each committee member will rate each proposal on each of the selection criteria listed below.

| Selection Criteria | Max. Score. | Percent of Max. Score |
|------------------------------------|--------------------|------------------------------|
| 1. Experience and Past Performance | 25 | 25.0% |
| 2. Pricing Information | 40 | 40.0% |
| 3. Capacity and Schedule | 35 | 35.0% |
| Total | 100 Pts. | 100% |

Individual scores will be added together to come to a combined Committee score which will be assigned to each proposal to determine an initial ranking. In accordance with AEB's current Procurement Policies, AEB intends to award a contract with the firm, which in their sole

discretion and judgment will provide the best overall value to AEB on this project. Additional information on the referenced criteria is summarized below.

1. Experience and Past Performance: Provide a summary of recent similar work your firm has performed. Summarize experience on maintenance projects in rural Alaska with challenging logistics and unique labor force issues. Tell us how you will work with the Electrical Engineer to refine scope, solve problems discovered in the field and generally complete the work in a code compliant manner.

Provide resumes for key personnel that will be assigned to this project. At a minimum include the following:

- Project Manager / Electrical Administrator
- Superintendent(s) / Lead Field Electrician

Highlight each individual's experience on deferred maintenance work on rural projects.

2. Pricing Information: Sufficient information in the form of bid drawings and specifications are not available at this time; nor are they necessarily appropriate for deferred maintenance work. Offeror's proposal pricing information should include but not be limited to:

- Hourly labor rates for Project Manager and field staff;
- Bonding and insurance rates;
- General Contractor's Fee (including both profit and general office overhead) on a percentage basis.
- A ROM (rough order of magnitude) cost for the work described for the scope of work is requested. NOTE: the ROM will not be utilized as part of the price selection criteria and is for AEB budgeting purposes only. Please supply your ROM cost in a separate envelope / email marked accordingly.

By submitting a proposal, Offerors certify that all home office management, supervisory and administrative costs have been included in their proposed fees, and that all other components of the eventual task order amounts (including Division 1) will only include customary materials, direct labor, equipment, and usual and customary subcontract costs.

3. Capacity and Schedule: Provide a summary of how you will accomplish the work in July 2017 to meet the AEB expectation to avoid conflicts with working in an operating school. Provide a schedule in sufficient detail to inform AEB how the work will be managed and performed.

IX. Proposal Content and Format

Proposals should only address the selection criteria listed above. Submittals should include all of the following and adhere to the specified criteria.

- Cover Letter One page maximum
- Narrative 4 pages maximum
- Resumes One pages maximum (each)
- Price Proposal Form (by Offeror). Note: Pricing ROM in separate envelope / email and marked "ROM Pricing – For Information Only".

X. Pre-Proposal Conference and Contact Information

A pre-proposal conference will not be held for this project. For questions regarding this RFQ or additional information regarding the project, please contact:

Randy Romenesko
DOWL
4041 B Street, Anchorage AK, 99503
t: 907.865.1243
c: 907.304.2240
e: rromenesko@dowl.com

Addenda will be issued as deemed appropriate by the Owner Team.

XI. Additional Information

- a. The following additional documents may be obtained from DOWL during normal business hours (8:00 AM – 5:00 PM), Monday through Friday.
- Electronic record drawings and specifications.
 - Sand Point School Condition Survey, April 2017 by ECI.

To make arrangements to review the documents referenced above, please contact Randy Romenesko with DOWL at phone numbers listed above.

- b. DOWL and/or AEB are not liable for any costs incurred by Offerors prior to the issuance and execution of a contract to the Contractor selected as a result of the RFQ process. All proposal preparation and other costs in responding to this RFQ shall be the sole responsibility of the Offerors.
- c. AEB reserves the right to waive any informality, and to make a selection as deemed in its own best interest. This includes the right to cancel the solicitation at any time, reject any or all proposals and the right to proceed utilizing a different process based on their analysis of the overall project budget.
- d. AEB also reserves the right to negotiate with the responsible Offeror submitting the proposal with the highest overall score. Such negotiations, if Owner elects to negotiate rather than to reject all proposals, shall be directly between Owner and such Offeror. Owner and such Offeror shall review the Contract Documents, and Owner may provide such additional information as it deems appropriate to provide. Such Offeror then may be invited by Owner to submit a revised price proposal. Offeror may elect not to submit a revised price proposal, and Owner may reject any such revised price proposal.
- e. AEB may require, seek, and utilize all information it deems appropriate in order to assess the qualifications of individual Offerors. All information in proposals submitted in response to this RFQ may, at AEB's discretion, be released to the public at the conclusion of the evaluation, selection, and award process, with the exception of the rate information submitted in response to the pricing criteria. Any other information related to pricing or capacity that Offerors consider confidential and/or proprietary and wish to remain unavailable for public disclosure should be clearly identified.

- f. Award of a contract pursuant to this RFQ does not obligate AEB to the award of any future work to the selected Offeror.

End of Instructions To Offerors

EXHIBITS

- A. Scope of Work
- B. Electrical Condition Survey Narrative
- C. Standard Contract
- D. Performance Bond
- E. Payment Bond
- F. State of Alaska “Laborers’ & Mechanics’ Minimum Rates of Pay”
- G. Record Drawings (upon request)

Critical Safety Code Items Requiring Immediate Attention

1. Provide grounding electrode system consisting of two exterior ground rods connected with a #1/0 copper grounding electrode conductor bonded to the main water service entry, building steel, and the neutral in MDP in accordance with NEC requirements.
2. Correct connections and neutral/ground bonding in transformer feeding Panel XX. Once this is complete, remove the temporary wiring to the boiler and circulation pump and reconnect this equipment to the original circuits in Panel XX.
3. Verify system bonding jumper sizes and connections and provide connection to grounding electrode (metal water pipe) for all separately derived systems.
4. Provide equipotential bonding at pool in accordance with NEC 680.26.
5. Provide equipment ground wires to pool equipment in accordance with NEC 680.21(A)(1).
6. Provide closure plates at panelboards with open spaces per NEC 408.7.
7. Provide knockout closures at panelboards per NEC 110.12(A).
8. Provide feed through lugs in Panel S. Demolish existing undersized feeder from Panel S to Panel SS2, provide new feeder and connect to feed through lugs.
9. Replace shop shutdown disconnects with normally open, push-pull type red mushroom pushbuttons that are labeled as "Shop Equipment Emergency Shutdown".
10. Demolish enclosed circuit breaker associated feeder and downstream welding disconnects and receptacles at shop. Provide additional shop equipment connections from panel SS and SS2 as required.
11. Replace lugs in Panel CC1 with double main lugs. Existing lugs are not listed for multiple conductors.
12. Provide GFCI receptacles in all bathrooms, kitchen, locker rooms and where installed within 6 feet of sinks per NEC 201.8(B).
13. Provide exterior emergency lighting at building entrances, landings and Americans with Disabilities Act (ADA) ramps per current IBC and Illuminating Engineering Society of North America (IESNA) requirements.
14. Replace missing emergency lighting unit at pool exit.
15. Replace inoperative emergency lighting unit batteries.
16. Provide additional emergency lighting units in the following areas: corridors, pool, and gym.
17. Provide additional dedicated outlets for shop equipment. Some shop equipment has been daisy chained.
18. Repair damaged connections at floor mounted boxes for shop equipment.
19. Provide equipment ground connection for all shop equipment.
20. Verify and remove abandoned circuit for shop dust collection system. Maintenance reported that the circuit may still be energized.

Other Code Items Requiring Immediate Attention

21. Remove abandoned wiring in crawl space. One open junction box contains large exposed conductors. These conductors may be connected to a circuit breaker in Panel S for a wind power charging system that was removed.
22. Provide equipment ground bus bar in each branch circuit panel and separate neutral and equipment ground connections in panel.
23. Replace broken or missing receptacle device plates throughout school.
24. Provide tamper resistant receptacles in classrooms for children 7 years old or less per NEC 406.12(C).
25. Replace corroded wall mounted fixture between pool equipment room and pool storage room.
26. Demolish abandoned 10kVA: 480/240V wall mounted transformer in welding shop storage.
27. Remove manual transfer switch tap ahead of the main service disconnects. Provide an additional 100A/3P main service disconnect in MDP and connect to manual transfer switch. Extend the alternate power side of the manual transfer switch to a portable generator connection location on the exterior of the building.
28. Demolish existing pole mounted area lighting fixture and associated exposed branch circuit supply.
29. Provide GFCI receptacle on roof within 25 feet of HVAC equipment per NEC 210.63.
30. Replace conduit supports in the pool equipment room.
31. Trace branch circuits and update all panel schedules to reflect accurate circuit descriptions.

Electrical Condition Survey Narrative – Sandpoint School

Utility Service:

The Sandpoint School is served by the local utility company TDX Power via a 225kVA pad mounted utility transformer. The utility transformer is in the northeast loading area approximately four feet from the building. The transformer feeds the school at 480Y/277V, 3-phase, 4-wire via an interior current transformer (CT) can located inside the electrical room. The service lateral consists of a 3 inch underground conduit with 4-#500KCMIL conductors and a #2 AWG (estimated) insulated ground conductor. The CTs are Square D Model UCT-401 with ratio of 400:1. The utility meter is located directly above the CT can. A #8 insulated ground conductor enters the CT can, is bonded to the CT can and then enters the main distribution panel. No ground rods were evident at the pad mounted transformer.

Main Distribution Panel:

The electrical distribution equipment dates to the building's original construction in 1982.

The main distribution panel (MDP) for the school is a Square D, I-line type, 480Y/277V, 3-phase, 4-wire, 500 Amp distribution panel with sub-feed lugs. The sub-feed lugs are connected to a 100 Amp, manual transfer switch with 4-#2 AWG conductors. These conductors are not protected against overload and are tapped ahead of the main disconnects. This violates National Electric Code (NEC) Article 230.82(5) based on the connection method. The load side of the manual transfer switch feeds Panel X. There is no connection to the alternate power side of the manual transfer. To provide the capability for a portable generator connection, the alternate power side of the transfer switch should be extended and a connection point (portable generator connection with disconnect) provided at the exterior of the building.

The MDP is a "six disconnect rule" MDP containing five (5) individual main disconnects for the school in accordance with NEC Article 230.71(A). Each of the main disconnects supply downstream transformers and panels that supply the school. While it is not prohibited by the NEC, the lack of a single exterior disconnect is a safety concern in the event of a fire. Many jurisdictions require a single exterior main disconnect.

The existence of the neutral bond connections was not able to be observed in the field, although it appears that a #1/0 (estimated) bare copper conductor is connected from the ground bus to the #2 AWG grounding electrode conductor entering from the CT can. The neutral ground bond from the #8 AWG grounding electrode conductor is made at a grounding conduit fitting at the main distribution panel.

Electrical Power Distribution:

Five branch circuit panels supply the 480Y/277V loads throughout the facility. These loads typically consist of lighting, mechanical equipment, kitchen equipment, shop equipment, and pool equipment.

Ten branch circuit panels supply the 208Y/120V loads throughout the facility. Seven of these panels are supplied from 208Y/120V, 3-phase, 4-wire distribution panel LVD which is fed from

a 150 kVA dry type transformer located in the boiler room. The remaining three panels are fed from smaller dedicated dry type transformers as follows: Panel XX (fed from 9 kVA transformer), Panel EE (fed from 15 kVA transformer), and Panel GG (fed from 15 kVA transformer). The 208Y/120V loads consist of general purpose receptacles, small mechanical equipment, and incandescent lighting.

None of the dry type transformers were noted to have separately derived system connections to a grounding electrode in violation of NEC 250.30(4). In addition, Panel XX downstream of the 9 kVA transformer was observed to have a potential difference of 103 VAC between the neutral bus and the panel case indicating a problem with the separately derived system bond in the transformer. This poses danger to personnel and requires immediate attention.

Panel schedules in all the branch circuit panels were not up to date. Revisions to the branch circuits since the original construction were not accurately depicted. This causes troubleshooting difficulties for maintenance and violates NEC 408.4(A). Numerous panels had open spaces that were not closed in violation of NEC 408.7 and NEC 110.12(A).

Panel SS in the shop office is provided with a 200A shunt trip main. The shunt trip is activated by knife switch style disconnects at the exit points from the shop to function as a shop equipment emergency shutdown switch. To turn off the shop equipment, the disconnect is required to be turned on. This is not a logical methodology for the users. The disconnects should be replaced with normally open, push-pull type red mushroom pushbuttons that are labeled as "Shop Equipment Emergency Shutdown".

Panel SS2 is connected to the busbars downstream of the shunt trip main, but the conductors are not adequately sized and the connection point is not a listed connection point. This requires immediate attention.

The line side of the shunt trip main has an additional set of conductors that have been inserted into the main terminals that are not listed for multiple conductors. The conductors appear to be #1/0 and feed an enclosed circuit breaker which supplies a wireway below the abandoned welding stations. The conductors are tapped in the wireway and supply the 30A fused disconnects that then supply a 20A receptacle. One of the receptacles supplies a piece of shop equipment that is not protected by the shop shutdown system. There are multiple code violations that pose a danger to property with this installation and it should be removed.

Wiring devices including switches and receptacles are in fair to poor condition. Numerous devices were missing or had broken device plates. Several Ground Fault Circuit Interruption (GFCI) type were noted at a couple of sinks, however, many of the devices within 6' of a sink and within the commercial kitchen were not GFCI type. This violates NEC 210.8(B), poses a danger to personnel and requires immediate attention.

Receptacles in childcare areas are not tamper resistant type. Receptacles in classrooms for children 7 years old or less are required to be tamper resistant per NEC 406.12(C). This poses danger to personnel and requires immediate attention.

Pool:

Maintenance reports that there have been cases where swimmers have detected a “tingling” sensation while swimming and touching the metal ladder. This represents a safety concern and needs to be fully investigated. Maintenance indicated that there were underwater pool lights that have been removed and they do not know what circuits fed those lights. A complete circuit trace should be completed and any abandoned wiring removed. To reduce voltage gradients, all the equipotential bonding requirements in NEC 680.26 should be accomplished (e.g. bonding to pool shell, steel, metallic components, fittings, pool electrical equipment, etc.). Currently a single #10 AWG ground wire running from an exterior ground rod is bonded to the pump motor. No other bonding was observed. This poses danger to personnel and requires immediate attention.

Conduit supports in the pool equipment room are corroded and damaged and should be replaced. Equipment ground wires are not present in wiring to pool equipment in accordance with NEC 680.21(A)(1).

Equipment is not secured in the junction box containing the buck/boost transformer and controller feeding the pool pump motor.

Interior Lighting:

Interior lighting is provided by a variety of fixture types including the following: surface ceiling mounted 2’x4’ fluorescent lensed, linear fluorescent, wrap style fixtures, LED pendants, and porcelain keyless incandescent fixtures.

The fluorescent fixtures are located throughout office areas, classrooms, rest rooms, kitchen, corridors and utility/storage rooms. The majority of the fluorescent fixtures date back to the original construction. Maintenance reports that an energy project retrofitted approximately 85% of the original fixtures utilizing T12 lamps with T8 lamps and ballasts. Several areas (typically storage areas) still had fixtures utilizing T12 lamps. These should be retrofitted with T8 lamps and ballasts or LED lamps to avoid confusion on lamp types. Several instances were noted where a T8 lamp was used in a T12 fixture resulting in subsequent overheating and failure of the lamp sockets.

Multi-lamp fixtures in several areas (such as MPR and corridors) have been modified (wires cut) so that they only operate a single lamp for energy savings.

Interior lighting throughout the building is controlled by occupancy sensors or manual switches located at room entrances or at central light switch banks. Maintenance reports that approximately 80% of lighting fixtures are provided with occupancy sensor controls.

Emergency egress lighting is provided by individual battery pack wall mounted emergency lighting units or emergency lighting units that are integrated into the exit signs. Exits signs are wall mounted illuminated battery pack type which are typically located near main entry doors and major egress pathways. Many of the emergency lighting units do not function due to a battery failure and coverage is inadequate. This poses potential danger to personnel in an emergency and requires immediate attention.

Exterior Lighting:

Exterior lighting is provided by surface mounted high pressure sodium (HPS) fixtures or compact fluorescent fixtures. One pole mounted HPS fixture mounted at 25' is located at the northwest side of the building. Maintenance indicates that the fixture is no longer operational and they do not have adequate means to service the fixture due to the height. The feed to this fixture is direct buried type UF cable which is exposed at several locations adjacent to the exterior stairs.

Several exterior fixture locations have had the existing fixture removed for energy savings. Junction boxes at removed fixture locations do not have a blank cover plate.

There is no emergency lighting for exterior exit landings per current International Building Code (IBC) requirements. The exterior lighting fixtures are either controlled via photocell and individual circuit lighting contactors or directly via a photocell at the exterior fixture. The exterior lighting fixtures are in fair to poor condition.

Telecommunications:

The telecom distribution system includes Category 5 and 5e unshielded twisted pair (UTP) horizontal cabling for computer/network data drops. Telecom equipment including; wall mounted copper termination punch down blocks, data switches, Uninterruptible Power Supply (UPS) power supplies, and voice over IP (VOIP) equipment for the building are located in the main telecom room accessed via the main office. The cable management is arranged in a haphazard manner and numerous abandoned cables were present. There is no telecom grounding system.

A single IT rack is in the high school wing to serve telecommunication drops in that wing.

No fiber optic cabling was installed.

Fire Alarm System:

A conventional non-addressable fire alarm system manufactured by Edwards Model 5721 serves the building. An Ademco voice dialer provides dial out functionality. Maintenance reports that the dialer no longer functions and the last annual test of the fire alarm system was in September 2014. This poses potential danger to personnel in an emergency and requires immediate attention.

The system includes the main fire alarm panel located in the main administrative office, voice dialer, field devices including horn-strobes, horns, heat detectors, smoke detectors and manual pull stations. The locations, placement and ratings of field devices do not meet current National Fire Protection Association (NFPA) Standards, Building codes or ADA Accessibility Guidelines (ADAAG) including:

- Inadequate visual notification coverage.
- Inadequate audible notification coverage.
- Pull station heights and locations do not meet International Fire Code (IFC) and ADAAG requirements.

This poses potential danger to personnel in an emergency and requires immediate attention.

The roll down coiling doors in the shop, kitchen and school store were equipped with Firefly fire door release mechanisms. These release mechanisms and the associated monitoring by the fire alarm system were disabled in all cases.

The system is currently out of compliance, has reached the end of its useful life and should be replaced.

Intercom/Bell System:

The school previously had a building wide intercom system consisting of a headend, speakers, clocks and call in handsets in the classrooms. The system has been partially removed. The headend equipment has been removed, the clocks have been removed and a portion of the classroom handsets have been removed. A new bell system is in the process of being installed and was not operational at the time of the visit.

CCTV System:

The CCTV system headend is located in a half height rack in the IT closet accessed via the main office. The system is a 16-channel IP system headend consisting of UPS, Network Video Recorder (NVR) and dedicated network switch. Approximately 8-cameras were installed in corridor areas. Several cameras appeared to be powered via Ethernet cable (PoE) and several cameras were powered via a separate 120V cord and associated inline power supply. The separate power cords are connected to local receptacle outlets at standard heights. POE cameras are recommended to eliminate the cord and plug connection.

**Aleutians East Borough
Akutan, Cold Bay, False Pass, King Cove, Nelson Lagoon, Sand Point**

Short Form Contract for Supplies or Services

This contract, entered into by the Aleutians East Borough and the Contractor name below, documents the entire understanding of the parties regarding the services to be provided. This agreement becomes effective only when signed by the contractor, and an Aleutians East Borough official.

| | |
|--|-------------------------------------|
| Project Manager: Anne Bailey | |
| Email: abailey@aeboro.org | Phone Number: (907) 274-7580 |

Description of Services: Deferred Maintenance Electrical Work at the Sand Point School in Sand Point, Alaska.

- 1. Parties.** The parties to this agreement are the Aleutians East Borough (“Borough”) and the following named Contractor:

Contractor:
Street Address:
Contact Person:
Email:
Telephone/Fax:

Business License No. (if applicable):

- 2. General Conditions.** This Contract is subject to the General Conditions and Special Conditions (if applicable), which are attached hereto and are incorporated herein by this reference.
- 3. Scope of Services:** Contractor/Supplier (“Contractor”) shall perform all services outlined in Attachment A. Scope of Services for the compensation indicated in Section 3 (Complete all that apply):

Name of Project: Deferred Maintenance Electrical Work at the Sand Point School
Location: Sand Point, AK
Date(s)/Time(s):

Contractor agrees to provide the following equipment/items for this agreement (if any):

Borough agrees to provide the following equipment/items for this agreement (if any):
Not applicable.

- 4. Bonds, Certifications & Other Requirements.** This project requires a performance bond and a payment bond as described in Attachment B Request for Qualifications.

5. **Payment.** Borough's total payment to Contractor under this Agreement shall not exceed \$ _____ for total payment for all services rendered.

THIS AGREEMENT TAKES EFFECT THE LAST DATE SHOWN BELOW

Aleutians East Borough Contractor

Signature of Certifying Officer Signature _____ of Contractor

Anne Bailey, Borough Administrator

Printed Name and Title

Printed Name and Title

Date: _____

Date: _____

GENERAL CONDITIONS

1. **Independent Contractor.** The Contractor shall provide services as an independent contractor to the Borough. Except as this contract provides, otherwise, the Borough shall not supervise or direct the Contractor. The Borough may administer this contract and monitor the Contractor's performance.
2. **Compliance with Laws.** The Contractor shall comply with all statutes, ordinances, and regulations governing its performance, post all required notices, and obtain all permits, licenses, and other entitlements necessary to its performance. The Contractor shall pay all taxes related to its performance and shall be current on all borough taxes at the time of entering this contract.
3. **Insurance.** During the term of this contract, the Contractor shall maintain a policy of workers' compensation and employers' liability insurance as required by law. Contractor shall also be required to carry additional insurance if so indicated on this form. Any such insurance shall be primary and exclusive of Borough insurance. If liability insurance is required, the Borough and school district, as applicable, shall be named as an additional insured on such policy with respect to the performance or failure to perform under this contract.
4. **Indemnification.** The consultant shall indemnify, defend, and hold harmless the contracting agency from and against any claim of, or liability for, negligent acts, errors, and omissions of the consultant under this agreement. The consultant is not required to indemnify, defend or hold harmless the contracting agency for a claim of, or liability for, the independent negligent acts, errors, and omissions of the contracting agency. If there is a claim of, or liability for, a joint negligent act, error, or mission of the consultant and the contracting agency, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "consultant" and "contracting agency" include the employees, agents, and contractors who are directly responsible, respectively, to each. In this provision, "independent negligent acts, errors, and omissions" means negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the consultant, or in approving or accepting the consultant's work.
5. **Termination.** This contract may be terminated (A) for cause immediately; (B) By the Borough for its convenience upon fifteen (15) days written notice to the Contractor. Upon termination and the Contractor's furnishing to the Borough all finished and unfinished data, documents or other materials prepared under the contract, the Borough shall pay the Contractor for all satisfactory work performed before termination.
6. **Nonwaiver.** Either party failing to enforce a provision of this contract does not waive the provision or affect the validity of the contract or a party's right to enforce any provisions of the contract.
7. **Jurisdiction and choice of law.** Any civil action arising from this contract shall be brought in the trial courts for the Third Judicial District of the State of Alaska at Anchorage, Alaska. The laws of the state of Alaska govern this contract.
8. **Integration.** This document and all documents incorporated in it by reference are the entire agreement of the parties and supersede all previous communications, representations or agreements regarding this subject, whether oral or written, between the parties.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Company)

(Name of Corporation)

a _____, hereinafter called Principal and

(Name of Surety)

Hereinafter called Surety, are held and firmly bound unto

(Name of Grantor)

(Address of Grantor)

Hereinafter called Owner, in the penalty sum of _____ Dollars,

\$(_____) in lawful money of the Unites States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2017, a copy of which is hereto attached and made a part hereof for the procurement of:

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good and default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counter parts, each one of which shall be deemed an original, this the _____ day of _____, 2017.

Principal

ATTEST:

(Principal's Secretary)

By _____

(Witness as to Surety) (Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute the BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the PROJECT is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Company)

(Name of Corporation)

a _____, hereinafter called Principal and

(Name of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Grantor)

(Address of Grantor)

hereinafter called Owner, in the penal sum of _____ Dollars, % (_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2017, a copy of which is hereto attached and made a part hereof for the procurement of:

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good and default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each
(Numbers)
On of which shall be deemed an original, this the _____ day of _____, 2017.

Principal

ATTEST:

(Principal's Secretary)
(SEAL)

By _____

(Witness as to Surety) Attorney

By _____
in Fact

(Address) (Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute the BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the PROJECT is located.

Stat of Alaska
Laborers' & Mechanics
Minimum Rates of Pay
Pamphlet 600
Effective April 1, 2017
Issue 34

<http://labor.alaska.gov/lss/forms/pamp600-040117.pdf>



Agenda Statement

Date: June 23, 2017
To: Mayor Mack and Assembly
From: Anne Bailey, Borough Administrator

Re: Resolution 17-28 Authorizing the Mayor to Negotiate and Execute an Extension to the Memorandum of Agreement between the Aleutians East Borough and the City of King Cove for the King Cove Access Project

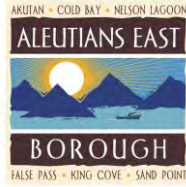
On February 27, 2017, the Aleutians East Borough (Borough) and the City of King Cove (City) entered into a Memorandum of Agreement (MOA) pursuant to which the Borough has agreed to reimburse the City for certain expenses related to the King Cove Access Project (KCAP).

Section 4.3 of the MOA provides that the Borough will make two reimbursements to the City, of up to \$412,500.00 each, for certain KCAP-related project expenses incurred by the City between the 2007 and 2015 fiscal years. On June 15, 2017, the City submitted to the Borough documentation supporting a request in the amount of \$405,560.34.

The MOA expires on June 30, 2017, unless extended in a written instrument executed by the Borough and City. Therefore, the Borough is requesting a two-month extension of the MOA allowing the Borough additional time to reasonably review the supporting documentation to ensure that all eligible expenses are properly reimbursed to the City. All other contract terms outlined in the MOA will remain the same.

RECOMMENDATION

Administration recommends approval of Resolution 17-28 authorizing the Mayor to Negotiate and Execute an extension to the Memorandum of Agreement between the Aleutians East Borough and the City of King Cove for the King Cove Access Project.



RESOLUTION 17-28

A RESOLUTION OF THE ALEUTIANS EAST BOROUGH ASSEMBLY AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE AN EXTENSION TO THE MEMORANDUM OF AGREEMENT BETWEEN THE ALEUTIANS EAST BOROUGH AND THE CITY OF KING COVE FOR THE KING COVE ACCESS PROJECT

WHEREAS, on February 27, 2017 the Aleutians East Borough (Borough) and City of King Cove (City) entered into a Memorandum of Agreement (MOA) pursuant to which the Borough has agreed to reimburse the City for certain expenses related to the King Cove Access Project; and

WHEREAS, the MOA shall expire on June 30, 2017, unless extended in a written instrument executed by the Borough and City; and

WHEREAS, the Borough requests to extend the MOA for a period of two months expiring on August 30, 2017; and

WHEREAS, the extension will allow the Borough to do their due diligence and allow additional time to reasonably review the supporting documentation provided by the City for reimbursement; and

WHEREAS, all other contract terms outlined in the original MOA will remain the same.

NOW THEREFORE, BE IT RESOLVED, the Aleutians East Borough Assembly authorizes the Mayor to negotiate and execute an extension to the Memorandum of Agreement between the Aleutians East Borough and the City of King Cove for the King Cove Access Project.

PASSED AND ADOPTED by the Aleutians East Borough on this 30th day of June, 2017.

Stanley Mack, Mayor

ATTEST:

Tina Anderson, Clerk

**ADDENDUM TO THE MEMORANDUM OF AGREEMENT BETWEEN
ALEUTIANS EAST BOROUGH AND CITY OF KING COVE
FOR THE KING COVE ACCESS PROJECT**

This Addendum to the Memorandum of Agreement Between Aleutians East Borough and City of King Cove for the King Cove Access Project, dated _____ (“Addendum”), is entered into between the ALEUTIANS EAST BOROUGH (“Borough”), a second class borough duly organized and existing under the laws of the State of Alaska, and the City of King Cove (“City”), a first class city organized and existing under the laws of the State of Alaska. The Borough and the City are collectively referred to herein as the “Parties.”

Whereas, the Borough and the City have entered into a Memorandum of Agreement (“MOA”) pursuant to which the Borough has agreed to reimburse the City for certain expenses related to the King Cove Access Project (“KCAP”), also commonly referred to as the Izembek Land Exchange and Road Project; and,

Whereas, the Borough has made full reimbursement to the City pursuant to Section 4.2 of the MOA; and,

Whereas, Section 4.3 of the MOA provides that the Borough will make two reimbursements to the City, of up to \$412,500.00 each, for certain KCAP-related project expenses incurred by the City between the 2007 and 2015 fiscal years; and,

Whereas, the City has submitted a request for the first reimbursement authorized by Section 4.3 of the MOA, in the amount of \$405,560.34; and,

Whereas, on June 15, 2017 the City submitted to the Borough the documentation supporting its reimbursement request; and,

Whereas, the Borough requires additional time to reasonably review that supporting documentation to ensure that all eligible expenses are properly reimbursed to the City; and,

Whereas, the MOA shall expire on June 30, 2017, unless extended in a written instrument executed by the Parties; and,

Whereas, the Parties wish for the MOA to remain in effect until such time that the Borough has satisfied its reimbursement obligations pursuant to the MOA.

Now therefore, in consideration of the mutual covenants and agreements contained herein and for the benefits and uses flowing therefrom to each of them, respectively, as a result hereof, and for other good and valuable consideration, the receipt and sufficiency of

which are hereby acknowledged, and for their mutual reliance, the Parties hereby mutually agree to modify the terms of the MOA as follows:

1. **Extension of Terms.** The MOA shall be extended for a period of two months, and shall expire on August 30, 2017, unless otherwise extended by a writing executed by the Parties.
2. **Other Contract Terms to Remain Unchanged.** Except as otherwise set forth in this Addendum, all other terms, covenants, and conditions of the Employment Agreement shall remain the same.
3. **Method of Execution.** This Agreement may be signed in counterparts and all counterparts so executed shall constitute one contract, binding on the all parties hereto, even though all parties are not signatory to the same counterpart.
4. **Effective Date.** The foregoing amendments and revisions to the Employment Agreement shall be effective immediately upon execution by the Parties.

ALEUTIANS EAST BOROUGH:

CITY OF KING COVE:

Anne Bailey, Administrator

Henry Mack, Mayor

Date

Date

Memorandum of Agreement
between
Aleutians East Borough and City of King Cove
for the
King Cove Access Project

1.0 Purpose – This Memorandum of Agreement (“MOA”) documents the mutual understanding between the Aleutians East Borough (“AEB”) and the City of King Cove (“City”), collectively referred to as the “Parties”, with respect to the King Cove Access Project (“KCAP”), which has since 2006 also been commonly referred to as the Izembek Land Exchange and Road Project. Both project titles represent the same project objective, which is the creation of a road to connect the City of King Cove to the Cold Bay Airport.

This MOA sets out the Parties’ understanding regarding program oversight, management responsibilities, and terms of partial reimbursement for KCAP, and includes two major sections:

- A. Project oversight and management responsibilities and authorities for FY17 (July 1, 2016 through June 30, 2017); and,
- B. Cost reimbursement provisions, which are allocated into two funding categories/sources, and which address the periods between: 1) FY07 through FY15, which is specifically defined from January 1, 2007 through June 30, 2015; and, 2) FY17, which is specifically defined as July 1, 2016 through June 30, 2017.

2.0 Background Information – Four documents serve as the primary sources of the Parties’ assumptions and expectations for this MOA. These documents include:

- City Resolution 16-06, dated October 21, 2015;
- Letter to the AEB Assembly from Mayor Henry Mack, dated August 17, 2015;
- Letter to the AEB Assembly from Mayor Stanley Mack, dated June 9, 2015; and,
- City Resolution 15-14, dated February 20, 2015.

The Parties acknowledge that various statements and expectations set forth in the two City resolutions have not been officially endorsed by AEB in writing. However, there have been numerous verbal discussions between AEB and City regarding these statements and expectations and there are no known significant conflicting opinions.

Both Parties acknowledge that the City has continued to responsibly and timely function as the lead local government organization managing and directing the KCAP.

3.0 Project Oversight and Management Responsibilities and Authorities

The Parties' respective oversight and management responsibilities and authority pursuant to this MOA shall be as follows:

- A. The City, represented by Gary Hennigh (Administrator), through Mayor Henry Mack, will continue be the lead, local government organization responsible for managing and coordinating the KCAP through June 30, 2017. This includes all major KCAP actions and responses to ongoing or new federal and state government legislative requests, procedures, cost decisions, and miscellaneous technical issues, including external communications and media activities
- B. The City shall provide AEB, represented by Rick Gifford (Administrator), through Mayor Stanley Mack, with timely information about any prospective actions regarding the KCAP, so that it may discuss, review, submit comments, and make recommendations with respect to such actions before they are taken by the City in fulfilling the responsibilities set forth in paragraph A.
- C. In the unlikely event of any significant unresolved legislative, political, procedural, or otherwise technical disagreements between the City and AEB regarding project oversight and management activities in furtherance of the KCAP, both Parties agree that the City has authority to make final decisions regarding the actions taken in furtherance of the project. However, the Parties agree and acknowledge that, where AEB has advised the City of its disagreement with any proposed project oversight and management activity, AEB may refuse to reimburse the City for the costs related to such activity, pursuant to sections 4.2 and 4.4 of this MOA.

4.0 Cost Reimbursement

The Parties acknowledge that the City has expended substantial funds in pursuit of the KCAP. The Parties intend for this MOA to confirm their mutual understandings regarding AEB's reimbursement of a portion of the expenses incurred by the City in advancing the KCAP, up to the limits and according to the terms set out below.

Accordingly, this MOA has four Cost Provisions, which include:

4.1 - Cost Provision #1 –AEB has already reimbursed the City \$625,000 for documented KCAP project costs incurred by the City between FY07 and FY15 (included in the FY16 budget). Additional payments (cost reimbursements) of KCAP project costs of up to \$825,000 for FY07 and FY15 will also be paid at a later time as documented in following Section 4.3.

4.2 - Cost Provision #2 - AEB's approved FY16 budget allocated \$100,000 for "ongoing expenditures for FY16 that would be incurred by the Borough and/or the City of King Cove" (see above Section 2.0 – Letter to the AEB Assembly from Mayor Stanley Mack, dated June 9, 2015).

AEB and City acknowledge that all or most KCAP expenditures incurred in FY16 in fulfilling the project oversight and management responsibilities defined in above section 3.0 of this Agreement have been paid and/or reimbursed with this funding, including the continuing: federal lobbyist and legal representation; technical consulting; media and communication costs; and selected travel costs. To the extent the City incurred KCAP costs in excess of \$100,000 for FY16 KCAP activities, including any deduction for FY16 KCAP directly paid by AEB costs and concurred with by the City, the City acknowledges and agrees that AEB is not responsible for reimbursing such costs.

The Parties also acknowledge and agree that no FY16 personnel or travel costs for any AEB or City elected officials or employees are eligible for reimbursement.

4.3 - Cost Provision #3 – The Parties acknowledge that the reimbursements made to the City for KCAP costs under Section 4.1 will not fully reimburse the City for all of its FY07 through FY15 KCAP costs. A second payment for reimbursement of KCAP project costs of up to \$412,500 for substantiated FY07 and FY15 will also be paid after the FY17 mid-year budget amendment has been approved by the Borough Assembly. AEB shall make a third and final cost reimbursement payment to the City of up to \$412,500 of substantiated FY07 through FY15 costs when AEB has completed its sale of the hovercraft SUNA-X, or adopted its FY18 budget, whichever occurs first.

The parties understand that these cost reimbursements will fully or partially cover costs previously paid by the City to federal lobbyists for project advocacy, KCAP legal advice in developing legislative and political strategies, technical & scientific consultants, State of Alaska costs, media consultants & communications, and selected travel costs, including field trips to Washington, DC and National Congress of American Indian meetings for non-City employees.

No City personnel or travel costs shall be included in any reimbursement pursuant to this section.

4.4 - Cost Provision #4 - AEB's approved FY17 operating budget has allocated \$100,000 for ongoing expenditures for FY17 to continue KCAP. FY17 costs eligible for reimbursements shall be limited in scope to those items listed in Section 4.2, including the continuing federal lobbyist & legal representation, technical consultants, media & communication costs, and selected travel costs.

The Parties agree that the City must discuss all KCAP costs totaling or expected to total more than \$5,000 for which reimbursement is or may be sought under this Cost Provision #4 with AEB, and the Parties must deem such costs mutually agreeable, in order to be eligible for reimbursement.

It is also acknowledged and agreed to by both Parties that no FY17 personnel or travel costs for any AEB or City elected officials or employees are eligible cost reimbursements under Cost Provision #4.

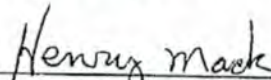
5.0 Dispute Resolution - In the event of any disputes per this MOA, both parties agree to a reasonable dispute resolution process to be determined and agreed upon in consultation with either, or both, legal counsel representing AEB and City. Each party will be responsible for their own dispute resolution costs.

6.0 Entire Agreement - This MOA represents the entire agreement of the Parties with respect to its subject matter. Amendments to this MOA shall be agreed upon by the Parties in writing.

7.0 Time Period - The effective date of this MOA will commence upon final execution of this Agreement, and shall end on June 30, 2017. Any extension of the terms of this MOA beyond June 30, 2017 shall be agreed upon by the Parties in writing.

Signed by:

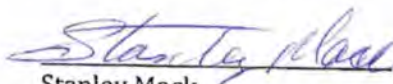
City of King Cove


Henry Mack

Mayor _____
Title

2-27-2017
Date

Aleutians East Borough


Stanley Mack

Mayor _____
Title

2-27-2017
Date



Agenda Statement

Date: June 26, 2017
To: Mayor Mack and Assembly
From: Anne Bailey, Borough Administrator

Re: Resolution 17-29 Authorizing the Mayor to Negotiate and Execute a Contract with moffatt & nichol for the Sand Point New Harbor “A” Float – Phase 1: Design and Permitting in an Amount Not to Exceed \$205,226.00

The Sand Point New Harbor breakwater and dredging was completed in 2007 by the U.S. Army Corps of Engineers, a wharf was completed in 2008 and Float B was complete in 2011. The next phase for harbor development is to construct Float A.

A prescriptive design for the float system was prepared by URS Alaska (now known as AECOM) and advanced to the 65% level of design development for the structural and civil components of the project. Due to potential funding opportunities, the Aleutians East Borough (Borough) would like to bring the project to “shovel-ready” status and thereafter obtain project construction funding.

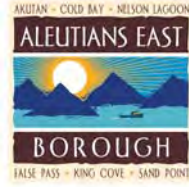
The Borough has solicited a scope of work and cost estimated from moffatt & nichol (M&N) to use the 65% design drawings as guidance for the preparation of “bid-ready” contract documents for a two-part procurement process: (1) a fabrication/supply contract with performance-based and prescriptive design for major elements of the project to be procured from a qualified float manufacturer and “owner-supplied: to a qualified marine contractor; and (2) an installation contract project comprising prescriptive design for the installation of owner-supplied materials and fabrications and for the construction of structural elements and the installation of utilities and appurtenances.

The cost for M&N to complete the design and permitting is \$205,226.00, which exceeds the \$100,000 allocated toward the Sand Point Harbor Line item (E20-831-209-850 capital construction). An additional \$105,226.00 will be required to complete the design and permitting to make the project “shovel-ready.” Funds are available in the project contingency line item (E20-866-209-888 project contingency) that can be used for this project. Administration requests \$105,226.00 be transferred from the project contingency line item (E20-866-209-888 project

contingency) to the Sand Point Harbor line item (\$20-831-209-850 capital construction). This amendment to the budget will be presented to the Assembly for consideration during the mid-year budget discussion in 2018. Administration recommends approval of Resolution 17-29 to complete the design and permitting for the Sand Point New Harbor Float A in hopes of obtaining future construction funds.

RECOMMENDATION

Administration recommends approval of Resolution 17-29 authorizing the Mayor to Negotiate and Execute a Contract with moffatt & nichol for the Sand Point New Harbor “A” Float – Phase 1: Design and Permitting in an Amount Not to Exceed \$205,226.00.



RESOLUTION 17-29

A RESOLUTION OF THE ALEUTIANS EAST BOROUGH ASSEMBLY AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE A CONTRACT WITH MOFFAT & NICHOL FOR THE SAND POINT NEW HARBOR “A” FLOAT – PHASE 1: DESIGN AND PERMITTING IN AN AMOUNT NOT TO EXCEED \$205,226.00

WHEREAS, the City of Sand Point is located south of the Alaska Peninsula on Popof Island on the Pacific Ocean and near the Bering Sea, 500 miles south west of Anchorage; and

WHEREAS, fishing vessels use Sand Point harbor facilities to obtain provisions, for crew rotations, for moorage during closed fishing periods and for protection during adverse weather conditions; and

WHEREAS, the Sand Point New Harbor breakwater construction and basin dredging was completed in 2007 by the U.S. Army Corps of Engineers, a wharf was constructed in 2008 and Float B was completed in 2011; and

WHEREAS, the next phase for harbor development is to construct Float A; and

WHEREAS, in 2010 a prescriptive design for the float system was prepared by URS Alaska (now known as AECOM) and advanced to the 65 percent level of design development for the structural and civil components of the project; and

WHEREAS, the Aleutians East Borough (Borough) would like to bring the project to “shovel-ready” status and thereafter obtain project construction funding; and

WHEREAS, the Borough has solicited a scope of work and cost estimate from moffatt & nichol (M&N) to use the 65-percent design drawings as guidance for the preparation of “bid-ready” contract documents for a two-part procurement process; and

WHEREAS, the cost estimate for M&N is \$205,226.00, which exceeds the \$100,000 allocated toward the Sand Point Harbor line item (E20-831-209-850 capital construction); and

WHEREAS, an additional \$105,226.00 will be required to complete the design and environmental permitting to make the project “shovel-ready”; and

WHEREAS, funds are available in the project contingency line item (E20-866-209-888 project contingency) that can be used for this project; and

WHEREAS, the budget adjustment from the project contingency line item (E20-866-209-888 project contingency) to the Sand Point Harbor line item (E20-831-209-850 capital

construction) will be presented to the Borough Assembly for consideration during the mid-year budget cycle conducted in 2018.

NOW THEREFORE, BE IT RESOLVED, the Aleutians East Borough Assembly authorizes the Mayor to negotiate and execute a contract with moffatt & nichol for Sand Point New Harbor “A” Float – Phase 1: Design and Permitting in an amount not to exceed \$205,226.00.

PASSED AND ADOPTED by the Aleutians East Borough on this 30th day of June, 2017.

Stanley Mack, Mayor

ATTEST:

Tina Anderson, Clerk

CONTRACT FOR PROFESSIONAL SERVICES

Aleutians East Borough A
P.O. Box 349 3
Sand Point, AK 99661 A

Anchorage Office
380 C Street Suite 205
Anchorage, AK 99503

Contract Summary

Project Name: San d Point Harbor Float A Design

Contract Ceiling:

Period of Performance: June 30, 2017 – December 31, 2017

Borough Contact Person:
Anne Bailey Pers

Contractor Contact:
on:

Moffatt & Nichol
Shaun McFarlane

Address: 3380 C Street Suite 205
Anchorage, AK 99503

Address: 800 H Street, Suite 208
Anchorage, AK 99501

Phone: (907) 274-7555

Phone: (907) 677-7500

Fax: (907)276-7569

Fax:

AGREEMENT

The Aleutians East Borough (hereinafter “Borough”) and, Moffatt & Nichol, (hereinafter “Contractor”) agree as set forth herein.

Section 1. The Borough shall pay the Contractor for the performance of the project work under the terms outlined in this Contract. Payment terms are NET 30.

Section 2. The Contractor shall perform all of the work required by the Contract.

Section 3. The work to be performed under the Contract shall be completed as requested by the Borough.

Section 4. The Contract consists of the following:

1. Contract Cover Sheet
2. Attachment A – Standard Provisions
3. Attachment B – Scope of Work
4. Any amendments to the contract

THIS AGREEMENT TAKES EFFECT THE LAST DATE SHOWN BELOW

Aleutians East Borough C

Contractor

Signature of Certifying Officer

Signature of Contractor

Anne Bailey, Administrator
Printed Name and Title Prin

Shaun McFarlane, Vice President
Printed Name and Title

Date: _____

Date: _____

ATTACHMENT A

Aleutians East Borough

STANDARD PROVISIONS

Article 1. Definitions. In this contract, attachments and amendments, "Certifying Officer" means the person who signs this contract on behalf of the Borough and includes a successor or authorized representative.

Article 2. Borough Save Harmless. The Contractor shall indemnify and hold and save the Borough, its officers, agents and employees harmless from liability of any nature or kind, arising from negligence in the Contractor's performance of this contract in any way whatsoever. Such liability may include, but is not limited to, cost and expenses for or on account of any and all legal actions or claims of any person or persons arising from Contractor's negligent performance of this contract in any way whatsoever.

Article 3. Inspection and Retention of Records. The Borough may inspect, in the manner and at reasonable times it considers appropriate, all the Contractor's facilities, records and activities under this contract.

Article 4. Disputes. Any dispute concerning a question of fact arising under this contract which is not disposed of by mutual agreement, shall be decided without bias by the Certifying Officer. The decision shall be in writing and mailed or otherwise furnished to the Contractor. The decision of the Certifying Officer is final and conclusive, unless, within 30 days from the date of receipt of the decision, the Contractor mails or otherwise furnishes a written appeal addressed to the Borough Assembly. The Borough Assembly shall hear the appeal. The decision of the Borough Assembly is final and conclusive. In any proceeding under this Article, the Borough has a right to offer evidence in support of its appeal. Pending final decision of the dispute, the Contractor shall proceed with the performance of the contract in accordance with the Certifying Officer's decision. This section shall not waive the right of either party to pursue legal action.

Article 5. Equal Employment Opportunity (EEO). The Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. The Contractor shall post in a conspicuous place available to employees and applicants for employment, a notice setting out the provisions of this paragraph.

The Contractor shall state, in all solicitations or advertisements for employees to work on Borough funded projects, that it is an equal opportunity employer (EEO) and that all qualified applicants will receive consideration for employment without

regard to race, religion, color, national origin, age, physical handicap, sex, marital status, change in marital status, pregnancy or parenthood.

The Contractor shall include the provisions of the EEO article in every subcontract relating to this contract and shall require the inclusion of these provisions in every agreement entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor.

Article 6. Termination. The Certifying Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the Borough. The Borough is liable only for payment in accordance with the provisions of this contract for services rendered before the effective date of termination.

Article 7. No Assignment or Delegation. This contract is nontransferable and the Contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Certifying Officer.

Article 8. No Additional Work or Material. No claims will be allowed for services, which are performed or furnished by the Contractor, not specifically provided for in this contract.

Article 9. Independent Contractor. The Contractor and any agents and employees of the Contractor act in an independent capacity and are not officers or employees or agents of the Borough in the performance of this contract.

Article 10. Payment of Taxes. As a condition of this contract, the Contractor shall pay all Federal, State and local taxes incurred by the Contractor and shall require their payment by a subcontractor or any other persons in the performance of this contract.

Article 11. Workers' Compensation Insurance. The Contractor shall provide and maintain workers' compensation insurance as required by AS 23.30 for all employees engaged in work under this contract.

Article 12. Insurance. The Contractor is responsible for obtaining any and all necessary liability insurance.

Article 13. Governing Law. This contract is governed by the laws of the State of Alaska and the Aleutians East Borough Code of Ordinances and the Contractor shall perform all aspects of this project in compliance with all appropriate laws and regulations. It is the responsibility of the Contractor to ensure that all permits required by the Federal, State or local governments have been obtained for the performance of the services indicated in Attachment B.

Article 14. Officials Not to Benefit. No member of or delegate to Congress or the Legislature or officials or employees of the State or Federal government may share in any part of this contract or in any profit to arise from it.

Article 15. Covenant Against Contingent Fees. The Contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, contingent fee, or brokerage, except employees or agencies maintained by the Contractor for the purpose of securing business. For the breach or violation of this warranty, the Borough may terminate this contract without liability or in its discretion, deduct from the contract price or consideration the full amount of the commission, percentage, brokerage, or contingent fee.

Article 16. Changes. Any changes, which have been agreed to by both parties, will be attached and made a part of this contract by use of an amendment. Any such amendment must be signed by both parties before the change is considered official and approved.

Article 17. Public Purposes. The Contractor agrees that the project to which this contract relates shall be dedicated to public purposes for its useful life. The benefits of the project shall be made available without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood.

Article 18. Reporting Requirements. The Contractor shall submit to the Borough, a report each month on the progress of the performance of this contract. Reports are due 20 days following the completion of each month and delinquent if not received by the due date. The contractor is also responsible for the completion of all appropriate reporting to the Alaska Department of Labor.

Article 19. Right to Withhold Funds. The Borough may withhold payments under this contract if reports required in Article 18 above are incomplete or delinquent. The Borough may also withhold payments under this contract for any other violation of this contract.

Article 20. Sovereign Immunity. If the Contractor is an entity which possesses sovereign immunity, it has been required as a condition of this contract to irrevocably waive its sovereign immunity with respect to this contract as well as any action arising out of the performance of the terms of this contract. The waiver of sovereign immunity, effected by a resolution of the entity's governing body, is hereby incorporated into this contract.

Article 21. Davis-Bacon Wages. The Davis-Bacon Act applies to this contract and all requirements, including prevailing wage rates, must be met.

PROJECT BACKGROUND

The Aleutians East Borough (AEB), in coordination with the City of Sand Point (City), has requested Moffatt & Nichol (M&N) to provide design and permitting for the installation of “A” Float in the new large boat harbor at Sand Point. Additional Services (not included in this Exhibit) may include bid support and services during fabrication and installation. The project consists of design of a new heavy-duty timber float system approximately 10-feet wide by 1,053-feet long to serve the commercial fishing fleet. The project includes a timber approach trestle, aluminum gangway, steel piling, potable water, fire protection, electrical systems, cathodic protection, safety ladders, and miscellaneous appurtenances.

In 2010, a prescriptive design for the float system was prepared by URS Alaska and advanced to a 65-percent level of design development for the structural and civil components of the project. AEB wishes to bring the project to “shovel-ready” status, and thereafter to obtain project construction funding. M&N will use these 65-percent design drawings as guidance for the preparation of “bid-ready” contract documents for a two-part procurement process: (1) a fabrication/supply contract with performance-based and prescriptive design for major elements of the project to be procured from a qualified float manufacturer and “owner-supplied” to a qualified marine contractor; and (2) an installation contract project comprising prescriptive design for the installation of owner-supplied materials and fabrications and for the construction of structural elements and the installation of utilities and appurtenances.

M&N proposes to undertake the work in two phases, as follows:

- Phase 1: Design and Permitting. Design development to 100-percent; preparation of bid-ready documents for the fabrication/supply and installation contracts; an Opinion of Probable Construction Cost (OPCC) for each contract; the preparation and submission of required environmental permit applications; and negotiation with regulatory agencies to obtain the necessary permits for the work.
- Phase 2: Bid and Construction Services (Additional Services not included in this proposal: for reference only.) Assistance to AEB in bidding the fabrication/supply and installation contracts; periodic inspection services by M&N’s Seattle, Washington office during fabrication and oversight of the load-out for delivery of owner-supplied fabrications and materials to Sand Point; a recommendation for award of both contracts; coordination between the fabrication/supply and installation contracts; and resident inspection services in Sand Point during installation for construction administration and oversight.

M&N will manage the project from their Anchorage office, performing structural, civil and electrical design, environmental permitting, and cost estimating using in-house personnel. Qualified personnel from M&N’s Seattle, Washington office may be engaged for fabrication inspection (during phase 2) in the Puget Sound area, and for the load-out of fabrications and materials for delivery to Sand Point. M&N will retain the following subconsultants:

- Shannon & Wilson (S&W) of Anchorage: geotechnical interpretation and design support.
- Taku Engineering (Taku) of Anchorage: corrosion protection design.

SCOPE OF WORK

Task 1: Project Management, Administration and Data Gathering, and Quality Control

Project management. M&N will provide the required level of contracting, oversight, accounting, invoicing and clerical support to manage the project from design and permitting. Shaun McFarlane, PE will serve as Project Manager and as AEB's principal contact with M&N for the duration of the project. Project management will include but not be limited to: M&N team coordination, meeting scheduling and coordination as needed, progress communications at regular intervals during the design process, change management, and scheduling support.

Data Gathering. M&N will work with AEB to obtain all pertinent design information required to execute the project.

Quality Control. Quality control has been scheduled and budgeted for each of the design tasks and all work products produced by M&N and our subconsultants will be reviewed by qualified Professional Engineers. Subconsultants will be required to perform their own in-house QA/QC consistent with industry standard practices.

All work will be performed consistent with M&N's corporate Quality Manual. QA/QC will include checking and reviewing M&N's work for consistency with that of other members of the team to deliver a coordinated set of construction documents. Typical QA/QC tasks include but are not limited to: integrity checks, plan checks, and constructability checks.

Task 2: Environmental Permitting

M&N will review site-and project-specific data and the proposed design to develop a concise permit strategy for the project. M&N will gather and compile available information from existing data provided by AEB and City (e.g. existing or past permits and/or applications), design details completed to 65-percent, and coordination and communication with the resource agencies, such as the U.S. Army Corps of Engineers (USACE), Alaska Department of Fish and Game (ADF&G) if deemed necessary, the National Marine Fisheries Service (NMFS), and the U.S. Fish and Wildlife Service (USFWS). M&N will be designated as AEB's agent and representative in communications with permitting agencies, towards the timely processing of the required permits for the work.

M&N will prepare and submit the required in-water permit application documents for the project. It is anticipated that a Section 10 permit will be required from the USACE. The potential for adverse impacts from the proposed project, both short-term (construction) and long-term (operational) will be assessed within the permit application and includes assessment of likely in-water noise impacts on ESA-listed species and marine mammals.

The USACE permit application process is anticipated to consist of: an initial application, including a Biological Evaluation (BE) and Essential Fish Habitat (EFH) Assessment; a review by the USACE; and a re-submittal to address any review comments. This permit application will also serve to notify ADEC whether a Section 401 Water Quality Certification (WQC) is required. Coordination with the USACE is expected to consist of a pre-project teleconference and up to two (2) additional teleconferences throughout the permitting process. Email correspondence and short follow-up calls with the USACE and other agencies (e.g., NMFS, USFWS, etc. if necessary), and timely response to agency comments,

will be employed towards a streamlined permitting process. A non-controversial, straightforward permitting process is anticipated.

Deliverables:

- Draft USACE permit application.
- Final USACE permit application.

Task 3: Design – Fabrication/Supply Contract

M&N will prepare bid-ready plans, technical specifications, up-front bid documents (using AEB “boilerplate”) and an Opinion of Probable Construction Cost (OPCC) for the procurement of timber floats, piling, prefabricated gangway, and other long-lead fabrications and appurtenances (e.g., light fixtures, shore power pedestals, other appurtenances). The design documents will be sealed by a Professional Engineer licensed in the State of Alaska. The design for the fabrication/supply contract will include the following major elements:

Float System. M&N will prepare performance specifications and plans establishing the static and dynamic criteria and required features of the harbor floats. Design criteria will include: overall dimensions and layout, loading criteria, freeboard requirements, appurtenance locations and configurations, components and materials, and other detailed design requirements. The floats will be detailed to generally match the layout, dimensions, and features of the existing 65-percent design. Changes to the float system layout or dimensions are not anticipated. Galvanized steel guide piling may be procured and owner-supplied to the fabrication/supply contract, or alternatively included in the installation contract, depending on the recommendations of the geotechnical analysis. The successful float manufacturer will provide: detailed float assembly drawings; a suitable performance warranty for the float system; a selection of spare piling, connections, wear parts and flotation billets; an Operation and Maintenance (O&M) Manual; and on-site participation and service to the installation contractor during installation, fit-up and balancing of the float system.

Pile Design. M&N will prepare a pile design suitable for providing global stability to the float system. The pile design is intentionally conservative in nature in order to represent an upset limit for number of piling for permitting purposes, and will guide the float manufacturer’s final pile design and layout, which often represents a reduced number of piles. S&W will provide geotechnical support to M&N for the subsurface pile design. To maintain industry standards, they will generally adhere to the most current Alaska Department of Transportation and Public Facilities (ADOT&PF) Geotechnical Procedures Manual, adjusting the approach as necessary to meet the needs of the project and any special provisions or standards established by AEB. Shannon & Wilson envisions that the work will include a review of existing information to evaluate baseline information. Upon completion of the review of existing subsurface information, S&W will develop a geotechnical report referencing and summarizing the results of the data review. The report will provide geotechnical recommendations as needed for the project, to be appended to the fabrication/supply and installation contracts. Recommendations may include support for float anchor systems, including tensioned anchors in rock and/or soil, passive resistance, or piles in soil and/or rock.

Gangway. M&N will prepare performance specifications and plans for an ADA-accessible 6-foot by 80-foot (nominal) covered aluminum gangway. The design criteria will include overall dimensions, materials, ADA accessibility requirements, utilities mounting, loading, and deflection criteria. The

gangway will be designed to support pedestrian loading, environmental loads, and to support utilities routed from the uplands to the float.

Electrical components. M&N will design a suitable harbor power and lighting system for the harbor. Major components, including shore power pedestals, lighting and transformers will be sized and specified for procurement. Note that unlike the structural elements of the project, electrical design was not advanced to a level of 65-percent design development. M&N electrical designers will work with AEB and City to recommend and confirm the capacity, sizing and spacing of float power pedestals and lighting, including an interim design submittal for review.

Appurtenances and Utilities. The appurtenances and utilities including fire extinguisher cabinets, life ring cabinets, potable water, fire protection, and safety ladders will be designed to a level of detail sufficient for their procurement by the float manufacturer. The float manufacturer will be required to provide accommodations such as removable decking, pedestal bases, chase ways, and utility hanger mounting locations, integral and incidental to their approved float system design.

Deliverables:

- Electrical plans at approximately 50-percent level of design development.
- Preliminary drawing package at approximately 90-percent level of design development.
- Bid-ready set of plans, specifications and OPCC.

Task 4: Design – Installation Contract

M&N will prepare bid ready plans, technical specifications and OPCC for the installation of owner-supplied items described in the fabrication/supply contract, and for the construction of non-owner-supplied components, including: approach trestle, water system, cathodic protection system and other elements, as described below:

Approach Trestle. A timber decked, steel pile supported access trestle will be designed by M&N to provide access from near the top of the bulkhead, to the aluminum gangway. The design will include structural elements, railings, appurtenances and gangway mounting provisions. The trestle will be designed to support pedestrian and H2O vehicle loading, as well as site-specific environmental and seismic loads.

Potable water system. M&N will design a potable water system similar in nature to that detailed in the 65-percent design drawings. The water system will provide seasonal water to vessels at regular intervals along the dock. The risers will be supplied by submerged HDPE piping mounted to the float and connected to the City's waterline in the uplands.

Fire Protection System. M&N will design a dry standpipe fire suppression system to serve the float system. The system will include standpipes spaced along the floats in accordance with National Fire Protection Association (NFPA) requirements. A submerged High Density Polyethylene (HDPE) fused pipe will connect the standpipes on the floats to a charging standpipe in the uplands.

Power and Lighting System. M&N will prepare plans and specifications for the installation of the owner-supplied electrical and lighting fabrications onto the floats, trestle, and in the uplands. The design will comply with current State of Alaska and National Electric Code (NEC) standards and will include coordination with the local utility, and connection to the existing upland electrical system.

Cathodic Protection System. Taku will design a cathodic protection (CP) system based on the preliminary pile design. The CP system design effort will include a calculation of wetted pile surface area, determination of the necessary current density, anode life calculations for several readily available anode sizes & configurations, design drawings, design details, material spec drawing sheet, and an internal peer review.

Float System. M&N will prepare plans and specifications suitable for the installation contractor to install the owner supplied float system in accordance with the manufacturer's requirements and industry practices. The M&N plans and specifications will reference detailed float assembly drawings to be provided by the float manufacturer, who will participate in support of the installation contractor during installation, fit-up and balancing of the float system.

Deliverables:

- Preliminary drawing package at approximately 90-percent level of design development.
- Bid-ready set of plans, specifications and OPCC.

COMPENSATION

For Tasks 1 through 4 above, M&N will be compensated a fixed fee of **\$205,226.00 (Two Hundred Five Thousand Two Hundred Twenty Six Dollars)** as summarized in the attached Exhibit B: Fee Breakdown.

Additional Services may be requested by AEB, payable at the hourly rates set forth in Exhibit C.

PROJECT SCHEDULE

M&N will undertake the work with due expediency considering the needs of the project. The following deliverable schedule is proposed:

- Notice to Proceed (NTP): June 30, 2017
- USACE Permit Application (Draft): Four (4) weeks from NTP
- USACE Permit Application (Final): One (1) week following Draft review comments from AEB
- Electrical Drawings (50-percent): Six (6) weeks from NTP
- Fabrication/Supply Contract Documents (90-percent): Fourteen (14) weeks from NTP
- Fabrication/Supply Contract Documents (Bid-ready): Two (2) weeks following Draft review comments from AEB
- Installation Contract Drawings (90-percent): Sixteen (16) weeks from NTP
- Installation Contract (Final): Two (2) weeks following Draft review comments from AEB

ASSUMPTIONS AND LIMITATIONS

1. AEB will provide electronic scanned (PDF or native format) files of all available maps, plans, reports, product literature and other documentation associated with the existing Sand Point Harbor basin, structures and adjacent upland environs. AEB will provide electronic CAD files, design notes and

reference documents (e.g., geotechnical or other reports) for the 65-percent design of “A” Float (URS Alaska, circa 2010), the Sand Point Waterline Project (URS Alaska, circa 2011), the most recent bathymetric survey (USACE, circa 2005), and other relevant projects conducted by AEB and/or the City of Sand Point in and around the harbor basin. M&N will consider these documents, together to represent the complete extant record of available reference documents for the project.

2. S&W will review publicly available sources of subsurface information which will largely consist of information supplied by AEB for recent work completed in the project area. M&N assumes available information will include logs from explorations around the harbor and construction records for pile supported structures (including pile driving records) that have been built within the project area.
3. It is assumed that additional subsurface information will not be required to support project design. However, if after review of the available information it is evident that additional subsurface information may benefit the project, S&W will work with M&N and AEB to communicate data needs are and the approximate costs and benefits associated with collecting the additional information, as additional services to the contract.
4. AEB will provide M&N with preferred up-front contract bid documents (a.k.a. “boilerplate”) in native (MSWord) format for modification to suit the fabrication/supply and installation contracts.
5. The project will be designed to generally conform to the layout and details shown in the 65-percent design by URS Alaska. M&N does not anticipate directing significant changes to the project layout, dimensions, or features beyond that which is shown on the 65-percent design drawings. If AEB desires to make changes to the layout, features or other elements of the design as illustrated, M&N requests that these be communicated in writing by AEB within two weeks of the project kickoff meeting.
6. All engineered components of the project will be designed based on current code requirements. In the event that the project is archived for an extended duration and a code change occurs during this time, the design may need to be updated to comply with the new code requirements. Such revisions would likely be minor on nature, and would be considered as additional services to the contract.
7. M&N requests that AEB and the City provide a comprehensive, coordinated set of comments from all reviewers in a single, annotated electronic file, for each draft deliverable submitted for review. A design review meeting may be scheduled in Anchorage for the verbal communication of all requested modifications, at AEB’s preference request, in lieu of written review comments. The proposed deliverable assumes that AEB will complete their review of draft documents within two (2) weeks of issue by M&N.
8. A National Environmental Policy Act (NEPA) Environmental Assessment (EA) or Environmental Impact Statement (EIS) is not anticipated. If, during preliminary design and coordination with the resource agencies, a need is identified for NEPA evaluation, additional scope and fee may be required and the environmental permitting schedule may be impacted.
9. Supporting field surveys (e.g., eelgrass or benthic surveys) and archaeological surveys, which could be required to support permitting and the BE/EFHA for the project, are not anticipated and will be authorized separately if required.
10. “Formal consultation” with the Services (USFWS and NMFS) and an Incidental Harassment Authorization (IHA) is not anticipated and will be authorized separately if required.

11. Technical memoranda or studies, land-owner approvals or lease revisions, and any tribal coordination and negotiations required by agencies, beyond the level of effort identified herein, are not anticipated or included in the scope of work.
12. Development of complex environmental mitigation measures (i.e., beyond the use of in-water Best Management Practices; BMPs) is not included in the scope of work.
13. It is anticipated that this project will be considered noncontroversial and will not require biological or archaeological field investigations, mitigation, or remediation. An Incidental Harassment Authorization (IHA) may be deemed necessary following further preliminary design and can take up to 18 months to obtain. An IHA application, and effort for marine mammal monitoring (including a marine mammal monitoring plan) during construction, has not been included in the scope and fee at this time.
14. ADEC will not accept a permit application for operation of a potable water system until accompanied by bid-ready plans. As such, the entire ADEC permit application and permit consultation process has been deferred to Phase 2 (Bid and Construction Services), and not included in this exhibit.
15. Any identified permit application or processing fees are not included in the scope of work and will be paid directly by AEB, as required. M&N will be designated AEB's agent for securing the required environmental permits. Completed permit applications will be signed and submitted by AEB.
16. M&N will demonstrate cooperation, collaboration, professionalism and respectful communication in all interactions with permitting authorities; a philosophy and practice that generally results in a more efficient, streamlined permitting process.
17. M&N will make a good faith effort to secure the required permits for the project. However, as environmental permitting is dependent on authorities outside of the influence and control of AEB, its consultants and contractors, M&N offers no guarantee as to the schedule, mitigation requirements, restrictions, or ultimately the reward of any permit for the proposed project.

EXHIBIT B - FEE BREAKDOWN



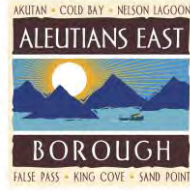
Project Number: P160075
 Client: Aleutians East Borough
 Project Title: Sand Point Harbor "A" Float - Phase 1: Design & Permitting
 Project Manager: Shaun McFarlane, PE
 Asst. Project Manager: Charles Baltzarin, PE

Date: 05/31/17
 Rev: 1
 By: SM / CB

Sub Mark-up: 10%
 ODC Mark-up: 10%

| I. MAN-HOUR BUDGET | | | CLASSIFICATION / RATES | | | | | | | | | | | | | HOURS | LABOR TOTAL | | | | | | |
|---------------------------|-----------------------------|---|------------------------------|--------------------------|---------------------|------------------|-----------------|----------------|----------------------|------------------|--------------|-------------|------------------|--------------------------|----------------------------|--------------|------------------|--|--|--|--|--|--|
| Phase | Task | Title | Principal Eng./Sci P-8 / P-8 | Supervisory Eng./Sci P-7 | Senior Eng./Sci P-6 | Eng./Sci III P-5 | Eng./Sci II P-4 | Eng./Sci I P-3 | Staff Eng. P-1 / P-2 | Senior Tech. T-5 | Designer T-4 | CADD II T-3 | CADD I T-2 / T-1 | Word Processor A-4 / A-3 | General Clerical A-1 / A-2 | | | | | | | | |
| | | | \$239.00 | \$221.00 | \$193.00 | \$180.00 | \$155.00 | \$136.00 | \$107.00 | \$138.00 | \$123.00 | \$105.00 | \$83.00 | \$94.00 | \$78.00 | | | | | | | | |
| 1 | 1 | Project Management | | | | | | | | | | | | | | | | | | | | | |
| | 1.1 | Project Administration | | 32 | | | | 12 | | | | | | 10 | | 114 | \$ 19,810 | | | | | | |
| | 1.2 | Data Gathering | | | | | | 6 | 6 | | | | | | | 12 | \$ 1,746 | | | | | | |
| | 1.3 | Quality Control | | 16 | | | | 16 | 16 | | | | | | | 48 | \$ 8,192 | | | | | | |
| 1 | 2 | Environmental Permitting | | | | | | | | | | | | | | 98 | \$ 15,206 | | | | | | |
| | 2.1 | USACE permit application (Draft) | | 2 | | | | 24 | 16 | | | | | | | 42 | \$ 6,338 | | | | | | |
| | 2.2 | Agency Coordination | | 2 | | | | 24 | | | | | | | | 26 | \$ 4,162 | | | | | | |
| | 2.3 | USACE permit application (Final) | | 2 | | | | 24 | 4 | | | | | | | 30 | \$ 4,706 | | | | | | |
| 1 | 3 | Fabrication/Supply Contract | | | | | | | | | | | | | | 454 | \$ 64,292 | | | | | | |
| | 3.1 | Structural Engineering Design | | 4 | | | | 48 | 40 | | | | | | | 136 | \$ 19,836 | | | | | | |
| | 3.2 | Electrical Engineering Design | | | 8 | | | | | 20 | 12 | | | | | 40 | \$ 5,780 | | | | | | |
| | 3.3 | Electrical Drawings (50% Submittal) | | | | | | | | 20 | 16 | | | | | 36 | \$ 4,728 | | | | | | |
| | 3.4 | Preliminary Drawings (90% submittal) | | 6 | | | | 16 | 24 | 32 | 12 | | | | | 90 | \$ 12,962 | | | | | | |
| | 3.5 | Drawings, Specifications & OPCC (Bid-ready) | | 6 | | | | 36 | 64 | 16 | 12 | | | 18 | | 152 | \$ 20,986 | | | | | | |
| 1 | 4 | Installation Contract | | | | | | | | | | | | | | 566 | \$ 79,798 | | | | | | |
| | 4.1 | Structural Engineering Design | | 6 | | | | 40 | 48 | 56 | | | | | | 150 | \$ 21,782 | | | | | | |
| | 4.2 | Electrical Engineering Design | | | 8 | | | | | 30 | 16 | | | | | 54 | \$ 7,652 | | | | | | |
| | 4.3 | Preliminary Drawings (90% submittal) | | 8 | | | | 24 | 48 | 50 | 16 | | | | | 146 | \$ 20,884 | | | | | | |
| | 4.4 | Drawings, Specifications & OPCC (Bid-ready) | | 8 | | | | 48 | 80 | 32 | 16 | | | 32 | | 216 | \$ 29,480 | | | | | | |
| TOTAL MAN-HOURS | | | | 92 | 16 | | | 318 | 346 | | 300 | 100 | | 60 | | 1,232 | | | | | | | |
| II. M&N LABOR | | | \$ - | \$ 20,332 | \$ 3,088 | \$ - | \$ 49,290 | \$ 47,056 | \$ - | \$ 41,400 | \$ 12,300 | \$ - | \$ - | \$ 5,640 | \$ - | | \$ 179,106 | | | | | | |
| III. OTHER COSTS | | | IV. PROJECT SUMMARY | | | | | | | | | | | | | | | | | | | | |
| A. Subconsultants | | | Markup | | | Total | | | | | | | | | | | | | | | | | |
| 1. | Shannon & Wilson | \$ 15,490 | \$ 1,549 | \$ 17,039 | | | | | | | | | | | | | | | | | | | |
| 2. | Taku Engineering | \$ 8,255 | \$ 826 | \$ 9,081 | | | | | | | | | | | | | | | | | | | |
| 3. | | \$ - | \$ - | \$ - | | | | | | | | | | | | | | | | | | | |
| 4. | | \$ - | \$ - | \$ - | | | | | | | | | | | | | | | | | | | |
| 5. | | \$ - | \$ - | \$ - | | | | | | | | | | | | | | | | | | | |
| 6. | | \$ - | \$ - | \$ - | | | | | | | | | | | | | | | | | | | |
| 7. | | \$ - | \$ - | \$ - | | | | | | | | | | | | | | | | | | | |
| 8. | | \$ - | \$ - | \$ - | | | | | | | | | | | | | | | | | | | |
| 9. | | \$ - | \$ - | \$ - | | | | | | | | | | | | | | | | | | | |
| 10. | | \$ - | \$ - | \$ - | | | | | | | | | | | | | | | | | | | |
| Total Subconsultants: | | \$ 23,745 | \$ 2,375 | \$ 26,120 | | | | | | | | | | | | | | | | | | | |
| B. Other Direct Costs | | | | | | | | | | | | | | | | | | | | | | | |
| | Airfare | \$ - | \$ - | \$ - | | | | | | | | | | | | | | | | | | | |
| | Lodging | \$ - | \$ - | \$ - | | | | | | | | | | | | | | | | | | | |
| | Per Diem | \$ - | \$ - | \$ - | | | | | | | | | | | | | | | | | | | |
| | Ground Transportation | \$ - | \$ - | \$ - | | | | | | | | | | | | | | | | | | | |
| | Outside Reproduction | \$ - | \$ - | \$ - | | | | | | | | | | | | | | | | | | | |
| | Postage/Delivery | \$ - | \$ - | \$ - | | | | | | | | | | | | | | | | | | | |
| | Rental Car/Fuel | \$ - | \$ - | \$ - | | | | | | | | | | | | | | | | | | | |
| | I&R/Diving Equipment | \$ - | N/A | \$ - | | | | | | | | | | | | | | | | | | | |
| | Other | \$ - | \$ - | \$ - | | | | | | | | | | | | | | | | | | | |
| Total Other Direct Costs: | | \$ - | \$ - | \$ - | | | | | | | | | | | | | | | | | | | |
| Total Fixed Fee | | | \$ 205,226 | | | | | | | | | | | | | | | | | | | | |
| M&N Labor Breakdown | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | Project Management | \$ 19,810 | 11.1% | | | | | | | | | | | | | | | | | | | | |
| 2 | Environmental Permitting | \$ 15,206 | 8.5% | | | | | | | | | | | | | | | | | | | | |
| 3 | Fabrication/Supply Contract | \$ 64,292 | 35.9% | | | | | | | | | | | | | | | | | | | | |
| 4 | Installation Contract | \$ 79,798 | 44.6% | | | | | | | | | | | | | | | | | | | | |
| Total | | \$ 179,106 | | | | | | | | | | | | | | | | | | | | | |

REPORTS AND UPDATES



To: Honorable Mayor Mack and AEB Assembly
From: Anne Bailey, Acting Borough Administrator
Subject: Assembly Report
Date: June 26, 2017

Akutan Helicopter Operations

- **Helicopter Operations:**

Since February 17, 2014, the helicopter has moved:

- 11,290 passengers
- 584,078 pounds of mail and freight
- 9 medical evacuations between Akutan and Akun
- 67 charters between Akutan and Akun
- 963 charter passengers (*charter passenger numbers are from December 2015)
- 4,150 pounds of charter mail and freight (**charter mail and freight numbers are from February 2017)

Cold Bay Apron

The Cold Bay Apron Project is approximately 60% complete. The contractors' goal is get all the paving done in the first week of July and complete the project by the third of fourth week of July. I have begun to work with PenAir on initiating a lease for the Cold Bay Terminal.



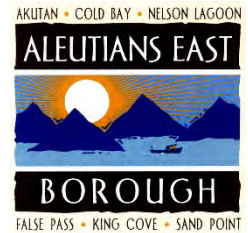
June 16, 2017

Other Items

- I am in the process of working with Alaska Executive Search to hire a new Assistant Administrator. Interviews have began and I hope to have a decision made in the next week.
- On September 8, 2015, the Borough entered into a contract with DOWL for Professional Engineering, Project Management and Construction Management Services. The period of performance was September 8, 2015 through June, 2017 with the option to renew for an additional three (3) one-year periods. DOWL has provided great services on numerous Borough projects. The Borough will be exercising the first one-year period renewal.
- I am also working on the Sand Point School Electrical Work; the Sand Point Float A design work; a Co-Sponsorship Agreement Amendment for the Akutan Airport Project and extending the Helicopter Operations Contract with Maritime Helicopters.
- I am continuously conducting other day to day operations.

If you have any questions, comments or concerns please contact me at (907) 274-7580 or abailey@aeboro.org.

To: The Honorable Mayor Mack, Aleutians East Borough Assembly
From: Ernie Weiss, Natural Resources Director
Subj: Report to the Assembly
Date: June 23, 2017



North Pacific Fishery Management Council

I attended the Observer Advisory Committee (OAC) meeting May 23 & 24th in Seattle in preparation for the review of the Observer Program Annual Report at the NPFMC meeting in Juneau earlier this month. One anomaly in the way the observer data was presented garnered a lot of attention at both the OAC and NPFMC : Table 3-7 on page 68 of the report shows zero of 322 pollock deliveries to King Cove as observed, and 97.5% as tendered trips. Comment letters from several WGOA fishermen and from Peter Pan Seafoods (PPSF) helped to settle the mischaracterization of the data, but the Council did request a discussion paper to ‘identify specific data concerns with respect to vessels engaged in tendering’ and to find solutions. That paper is scheduled for review at the October meeting. The Council is also actively seeking a WGOA trawl fishermen representative to sit on the OAC.

The Council will also address the Salmon FMP Amendment, as required by the court decision in the UCIDA v NMFS case, at the October meeting.

The Advisory Panel to the NPFMC, a group that I chair, unanimously passed a motion at our June meeting to recommend the Council reschedule 3 WGOA groundfish discussion papers from the October agenda to the December agenda, as requested by WGOA fishermen. The Council agreed to reschedule the items to the December meeting. For much more NPFMC information, see the June 2017 Newsletter.

Board of Fisheries

The Board of Fish took action at a special meeting in May to modify the Bering Sea Tanner Crab Harvest Strategy. As you’ll recall, there was no Bering Sea tanner crab season last year, based on the survey and the previous more stringent harvest strategy. We will find out in October whether the newly relaxed harvest strategy applied to the survey count will allow for a fishery this year.

Agenda Change Requests for the Board’s upcoming cycle are due August 17 and will be considered at the October 17-19 Board Work Session at the Egan Center.

ADF&G, ‘Trusty’ Tusty & the AK Legislature

The Alaska Legislature agreed on an operational budget for FY2018 Thursday evening, avoiding a July 1 State Government shutdown when all ‘non-essential’ State services would have come to a halt, including *all* ADF&G commercial salmon fisheries support. There is still more work for the Legislature to do this year, like approving a capital budget including 22 million for the Tusty replacement, that would leverage 222 million more in federal funding.

Port Moller Survey

Surveyors from McClintock Land Associates headed for Port Moller on May 30th to survey the AEB land entitlement there, approved in 1995, so that the approximately 1300 acres can finally be conveyed to the Borough. McClintock also did some side work in Port Moller for PPSF, including marking off a 150’ stretch of land adjacent to PPSF property, and the PPSF landfill. The surveyors left Moller Sunday June 11th, just in the nick of time as the PPSF plant was busy ramping up for the salmon season.

Alaska Peninsula Oil & Gas lease Sale

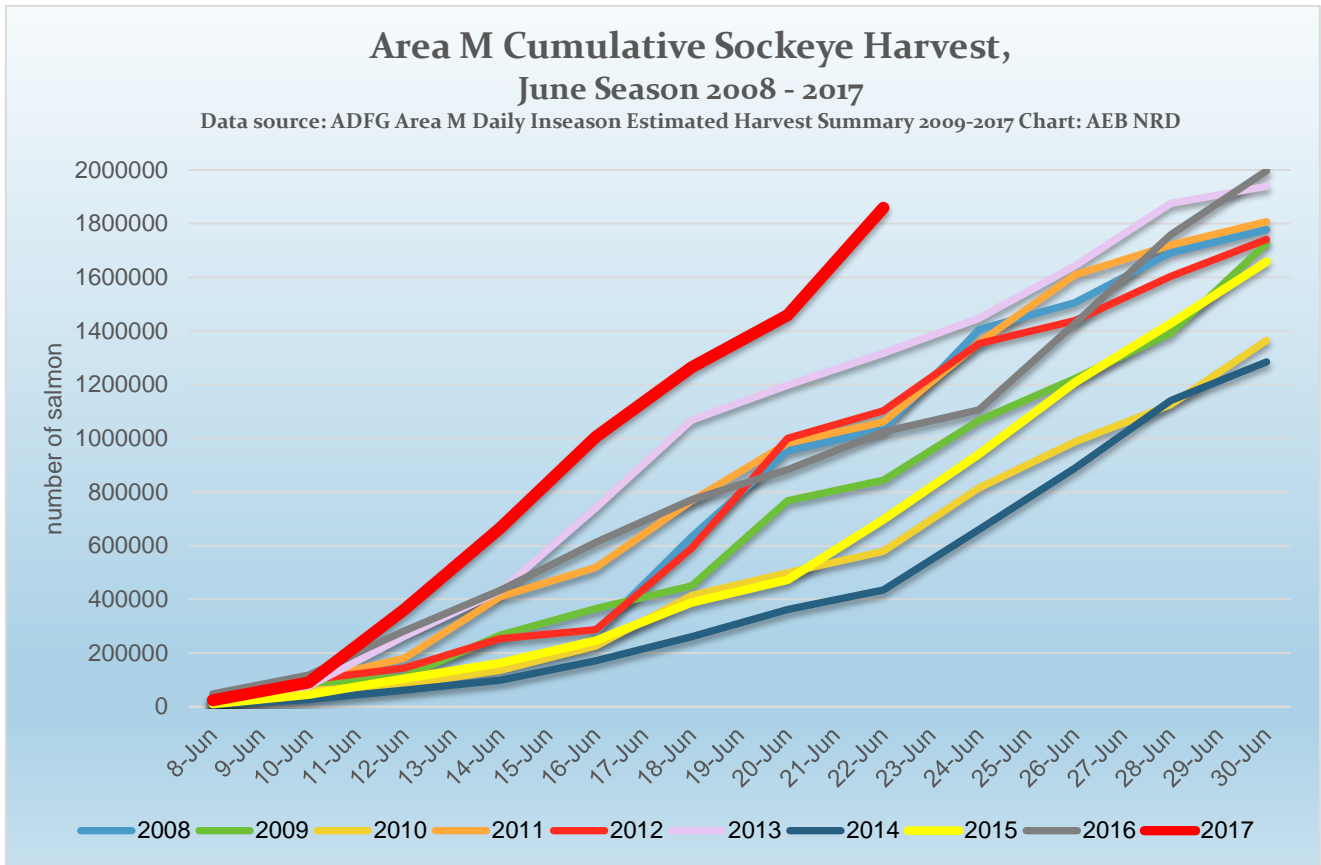
I briefly attended the bid opening for the Alaska Peninsula Oil & Gas lease sale on June 21st at the Atwood Building in Anchorage. There were no bids submitted for the AK Pen lease sale this year.

Marine Sanctuary Testimony

I am traveling to Washington DC June 25th – June 28th to provide testimony before the Senate Subcommittee on Oceans, Atmosphere, Fisheries & Coast Guard, the subcommittee that Senator Sullivan chairs, at an oversight hearing regarding marine sanctuaries. More information on the June 27th hearing can be found at this [link](#). Thanks to Brad Gilman & Rick Marks for all their help & support.

Summer Salmon Season

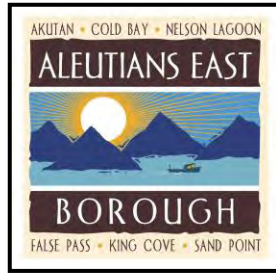
The South Peninsula salmon season is productive thus far. As of June 22nd according to ADFG reports, the Area M 2017 June sockeye cumulative harvest totals are the highest in at least a decade.



Also, as of the most recent harvest report (6/22/17) only 100,181 sockeye have been harvested in the new ‘Dolgoi area’ that was created at the Board of Fish meeting last year. When 191,000 sockeye are caught in the Dolgoi area before July 25th, a portion of the area is closed to fishing. In 2016, the first year of the regulation, the 191,000 sockeye trigger to shut down the area was met on June 20th.

| <u>Recent meetings attended</u> | | |
|--|---------------------|--------------|
| Board of Fisheries - Bering Sea Tanner Crab Harvest Strategy | Anchorage | 5/17-5/18/17 |
| GOA Pollock Assessment Independent Review | AFSC, Seattle | 5/22/17 |
| Observer Advisory Committee | AFSC, Seattle | 5/23-5/24/17 |
| AEB Fishermen/ADFG Salmon Preseason Meeting | Sand Point/teleconf | 5/30/2017 |
| North Pacific Fishery Management Council (AP chair) | Juneau | 6/5-6/13/17 |
| Fishing Families Workshop | Juneau | 6/9/17 |
| SOA DNR Alaska Peninsula Oil/Gas Lease Sale Bid Opening | Anchorage | 6/21/17 |
| <u>Upcoming meetings/planning to attend</u> | | |
| US Senate Oceans, Atmosphere, Fisheries & USCG Subcommittee | Washington DC | 6/27/17 |

Please call if you have any questions or concerns.



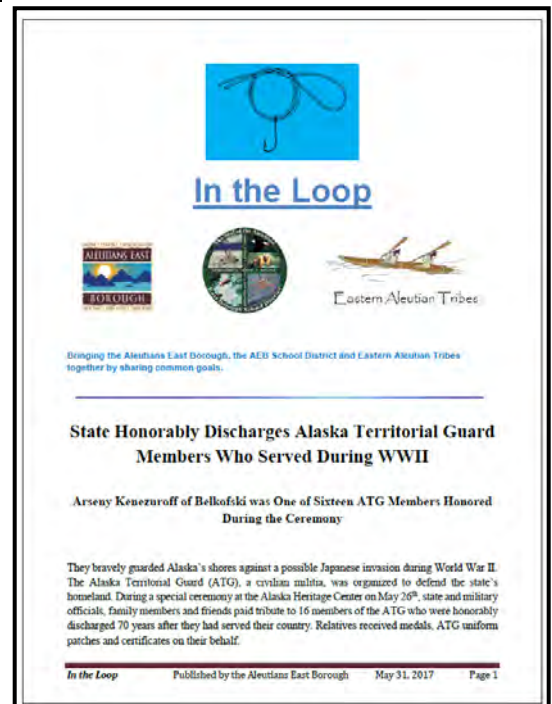
To: Honorable Mayor Mack and Aleutians East Borough Assembly
From: Laura Tanis, AEB Communications Director
Through: Anne Bailey, AEB Administrator
Subject: Communications Director's Report to the Assembly
Date: June 23, 2017

News Release: (June 15th)

- King Cove's Waterfall Creek Hydroelectric Facility Goes Online
link: <http://bit.ly/2rOdjub>

In the Loop – June 5th, May 31st, May 19th – headlines included:

- Tustumena Return to Service Further Delayed Until Aug. 15th
- State Honorably Discharge Alaska Territorial Guard Members Who Served During WWII – Arseny Kenezuroff of Belkofski was one of 16 ATG Members Honored
- Employees Take Part in Oil Spill Response Training in Akutan
- Congratulations Graduating AEBSD Seniors
- AEBSD Board President Tiffany Jackson Participates in Alaska's Education Challenge Committee Meeting Kickoff
- AEBSD Student Athletes Shine at the Native Youth Olympics
- Borough Administrator Rick Gifford Retires after more than Three Decades of Local Government Service
- Anne Bailey Takes the Helm as AEB Borough Administrator
- Sand Point Organizes Citywide Cleanup



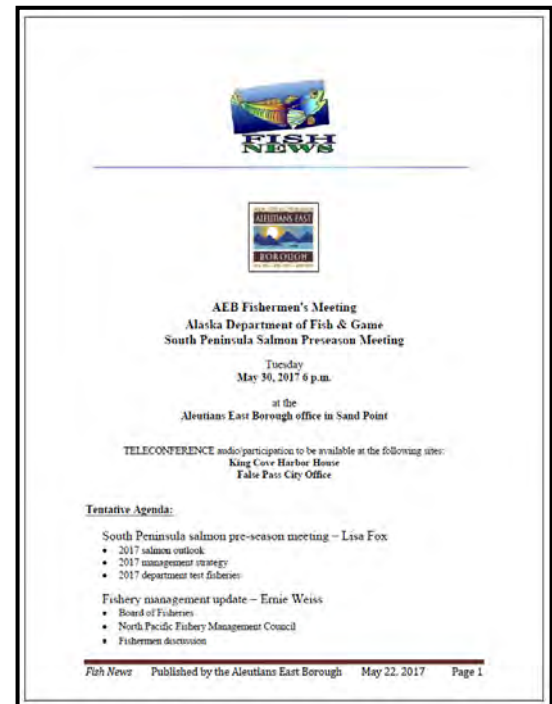
- Sand Point's F/V Destination Ticket Raffle & Sweaters
- Job Notices

Fish News: (May 22nd)

- AEB Fishermen's Meeting – ADF&G Southern Peninsula Salmon Preseason Meeting

Miscellaneous Projects:

- Made numerous posts on AEB's and King Cove's Face book pages.
- Attended the state ceremony at the Alaska Heritage Center honoring 16 members of the Alaska Territorial Guard who served during WWII. Took notes and photos for newsletter.
- Posted the job opening for AEB Assistant Borough Administrator on the website.
- Contacted Alaska Dispatch reporter. Provided her with info, contact names and phone numbers of people impacted in our Borough by the Tustumena delays for her news story.
- Provided Sen. Murkowski's staff with the latest information on King Cove medevacs.
- Moved everything from shelves, off of walls, in files, etc. to conference room while the office was being renovated. Then moved it back afterwards.

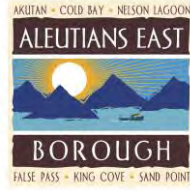


Upcoming:

- As of the writing of this report, I'm working on another edition of In the Loop, scheduled for distribution on June 30th.
- Stories include: King Cove's Waterfall Creek Hydroelectric Facility Goes Online, QTT Moving Forward with Brechan to Pave Sand Point Harbor Road, Progress Made on Cold Bay Taxiway & Apron to Borough's Terminal Building, Bibles found in Cold Bay airport's asphalt, Delta Airlines Sends Plaque, Gifts Thanking Cold Bay for Assistance during January's Emergency Landing, APICDA Conference Wrap-up, Akutan Aleut Dance Group heading to World Eskimo Olympics in July, More Work to be done on St. Herman Church Bell Tower in King Cove.
- I will be going on vacation July 1st – 13th. If you need to reach me, I'll be available by email or cell phone.

As always, I'm happy to help get the word out about an event or issue in your community. Please call or email me any time with information. ltanis@aeboro.org.

REPORTS AND UPDATES



To: Honorable Mayor Mack and AEB Assembly
From: Anne Bailey, Acting Borough Administrator
Subject: Assembly Report
Date: June 26, 2017

Akutan Helicopter Operations

- **Helicopter Operations:**

Since February 17, 2014, the helicopter has moved:

- 11,290 passengers
- 584,078 pounds of mail and freight
- 9 medical evacuations between Akutan and Akun
- 67 charters between Akutan and Akun
- 963 charter passengers (*charter passenger numbers are from December 2015)
- 4,150 pounds of charter mail and freight (**charter mail and freight numbers are from February 2017)

Cold Bay Apron

The Cold Bay Apron Project is approximately 60% complete. The contractors' goal is get all the paving done in the first week of July and complete the project by the third of fourth week of July. I have begun to work with PenAir on initiating a lease for the Cold Bay Terminal.



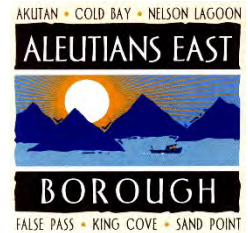
June 16, 2017

Other Items

- I am in the process of working with Alaska Executive Search to hire a new Assistant Administrator. Interviews have began and I hope to have a decision made in the next week.
- On September 8, 2015, the Borough entered into a contract with DOWL for Professional Engineering, Project Management and Construction Management Services. The period of performance was September 8, 2015 through June, 2017 with the option to renew for an additional three (3) one-year periods. DOWL has provided great services on numerous Borough projects. The Borough will be exercising the first one-year period renewal.
- I am also working on the Sand Point School Electrical Work; the Sand Point Float A design work; a Co-Sponsorship Agreement Amendment for the Akutan Airport Project and extending the Helicopter Operations Contract with Maritime Helicopters.
- I am continuously conducting other day to day operations.

If you have any questions, comments or concerns please contact me at (907) 274-7580 or abailey@aeboro.org.

To: The Honorable Mayor Mack, Aleutians East Borough Assembly
From: Ernie Weiss, Natural Resources Director
Subj: Report to the Assembly
Date: June 23, 2017



North Pacific Fishery Management Council

I attended the Observer Advisory Committee (OAC) meeting May 23 & 24th in Seattle in preparation for the review of the Observer Program Annual Report at the NPFMC meeting in Juneau earlier this month. One anomaly in the way the observer data was presented garnered a lot of attention at both the OAC and NPFMC : Table 3-7 on page 68 of the report shows zero of 322 pollock deliveries to King Cove as observed, and 97.5% as tendered trips. Comment letters from several WGOA fishermen and from Peter Pan Seafoods (PPSF) helped to settle the mischaracterization of the data, but the Council did request a discussion paper to ‘identify specific data concerns with respect to vessels engaged in tendering’ and to find solutions. That paper is scheduled for review at the October meeting. The Council is also actively seeking a WGOA trawl fishermen representative to sit on the OAC.

The Council will also address the Salmon FMP Amendment, as required by the court decision in the UCIDA v NMFS case, at the October meeting.

The Advisory Panel to the NPFMC, a group that I chair, unanimously passed a motion at our June meeting to recommend the Council reschedule 3 WGOA groundfish discussion papers from the October agenda to the December agenda, as requested by WGOA fishermen. The Council agreed to reschedule the items to the December meeting. For much more NPFMC information, see the June 2017 Newsletter.

Board of Fisheries

The Board of Fish took action at a special meeting in May to modify the Bering Sea Tanner Crab Harvest Strategy. As you’ll recall, there was no Bering Sea tanner crab season last year, based on the survey and the previous more stringent harvest strategy. We will find out in October whether the newly relaxed harvest strategy applied to the survey count will allow for a fishery this year.

Agenda Change Requests for the Board’s upcoming cycle are due August 17 and will be considered at the October 17-19 Board Work Session at the Egan Center.

ADF&G, ‘Trusty’ Tusty & the AK Legislature

The Alaska Legislature agreed on an operational budget for FY2018 Thursday evening, avoiding a July 1 State Government shutdown when all ‘non-essential’ State services would have come to a halt, including *all* ADF&G commercial salmon fisheries support. There is still more work for the Legislature to do this year, like approving a capital budget including 22 million for the Tusty replacement, that would leverage 222 million more in federal funding.

Port Moller Survey

Surveyors from McClintock Land Associates headed for Port Moller on May 30th to survey the AEB land entitlement there, approved in 1995, so that the approximately 1300 acres can finally be conveyed to the Borough. McClintock also did some side work in Port Moller for PPSF, including marking off a 150’ stretch of land adjacent to PPSF property, and the PPSF landfill. The surveyors left Moller Sunday June 11th, just in the nick of time as the PPSF plant was busy ramping up for the salmon season.

Alaska Peninsula Oil & Gas lease Sale

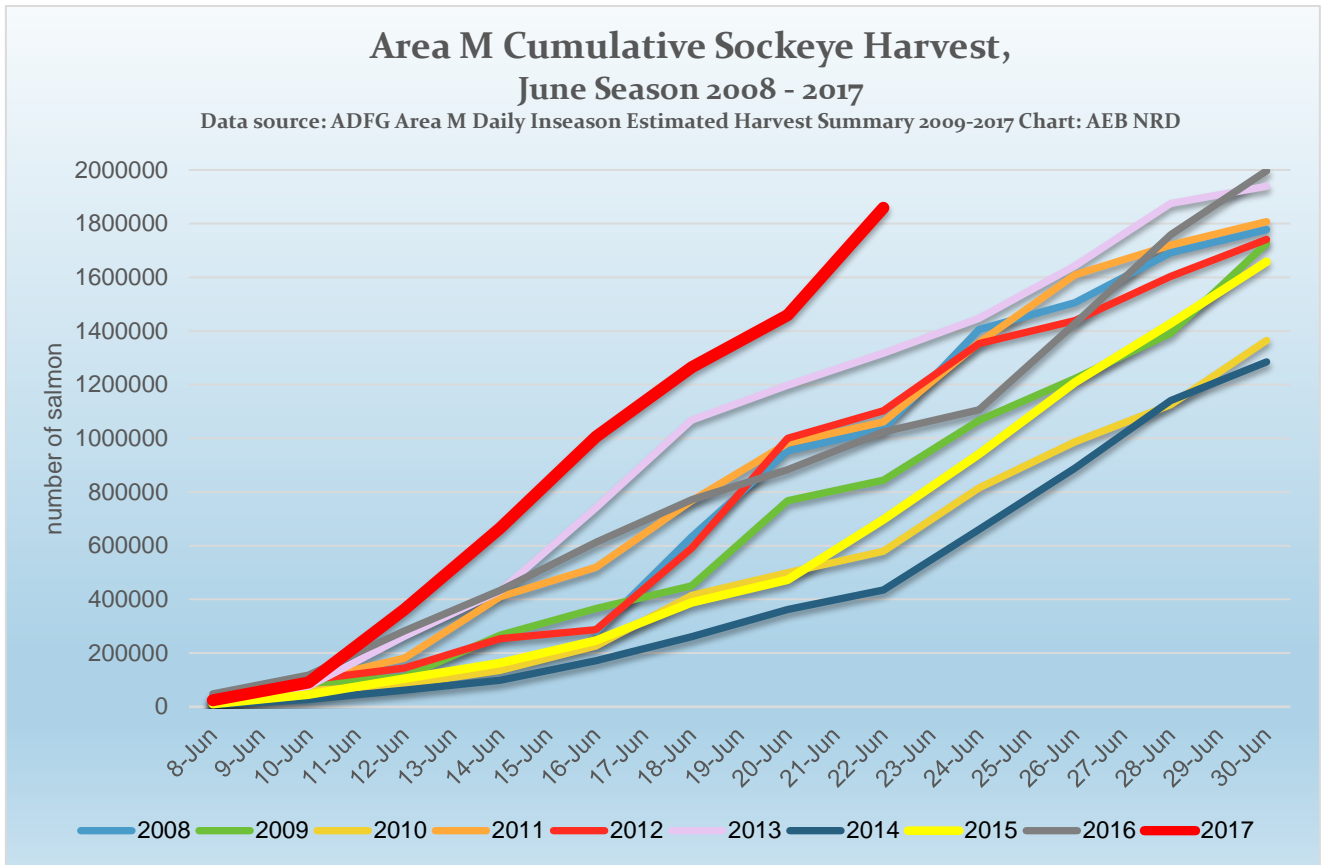
I briefly attended the bid opening for the Alaska Peninsula Oil & Gas lease sale on June 21st at the Atwood Building in Anchorage. There were no bids submitted for the AK Pen lease sale this year.

Marine Sanctuary Testimony

I am traveling to Washington DC June 25th – June 28th to provide testimony before the Senate Subcommittee on Oceans, Atmosphere, Fisheries & Coast Guard, the subcommittee that Senator Sullivan chairs, at an oversight hearing regarding marine sanctuaries. More information on the June 27th hearing can be found at this [link](#). Thanks to Brad Gilman & Rick Marks for all their help & support.

Summer Salmon Season

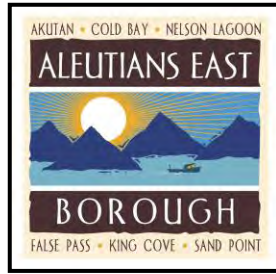
The South Peninsula salmon season is productive thus far. As of June 22nd according to ADFG reports, the Area M 2017 June sockeye cumulative harvest totals are the highest in at least a decade.



Also, as of the most recent harvest report (6/22/17) only 100,181 sockeye have been harvested in the new ‘Dolgoi area’ that was created at the Board of Fish meeting last year. When 191,000 sockeye are caught in the Dolgoi area before July 25th, a portion of the area is closed to fishing. In 2016, the first year of the regulation, the 191,000 sockeye trigger to shut down the area was met on June 20th.

| <u>Recent meetings attended</u> | | |
|--|---------------------|--------------|
| Board of Fisheries - Bering Sea Tanner Crab Harvest Strategy | Anchorage | 5/17-5/18/17 |
| GOA Pollock Assessment Independent Review | AFSC, Seattle | 5/22/17 |
| Observer Advisory Committee | AFSC, Seattle | 5/23-5/24/17 |
| AEB Fishermen/ADFG Salmon Preseason Meeting | Sand Point/teleconf | 5/30/2017 |
| North Pacific Fishery Management Council (AP chair) | Juneau | 6/5-6/13/17 |
| Fishing Families Workshop | Juneau | 6/9/17 |
| SOA DNR Alaska Peninsula Oil/Gas Lease Sale Bid Opening | Anchorage | 6/21/17 |
| <u>Upcoming meetings/planning to attend</u> | | |
| US Senate Oceans, Atmosphere, Fisheries & USCG Subcommittee | Washington DC | 6/27/17 |

Please call if you have any questions or concerns.



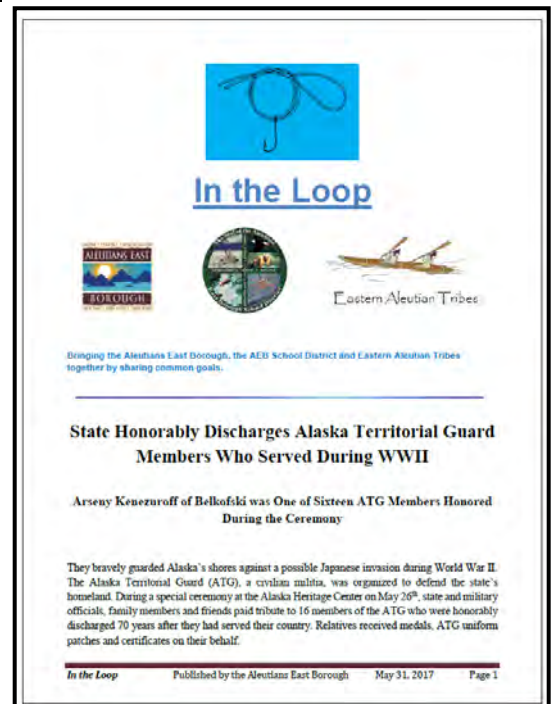
To: Honorable Mayor Mack and Aleutians East Borough Assembly
From: Laura Tanis, AEB Communications Director
Through: Anne Bailey, AEB Administrator
Subject: Communications Director's Report to the Assembly
Date: June 23, 2017

News Release: (June 15th)

- King Cove's Waterfall Creek Hydroelectric Facility Goes Online
link: <http://bit.ly/2rOdjub>

In the Loop – June 5th, May 31st, May 19th – headlines included:

- Tustumena Return to Service Further Delayed Until Aug. 15th
- State Honorably Discharge Alaska Territorial Guard Members Who Served During WWII – Arseny Kenezuroff of Belkofski was one of 16 ATG Members Honored
- Employees Take Part in Oil Spill Response Training in Akutan
- Congratulations Graduating AEBSD Seniors
- AEBSD Board President Tiffany Jackson Participates in Alaska's Education Challenge Committee Meeting Kickoff
- AEBSD Student Athletes Shine at the Native Youth Olympics
- Borough Administrator Rick Gifford Retires after more than Three Decades of Local Government Service
- Anne Bailey Takes the Helm as AEB Borough Administrator
- Sand Point Organizes Citywide Cleanup



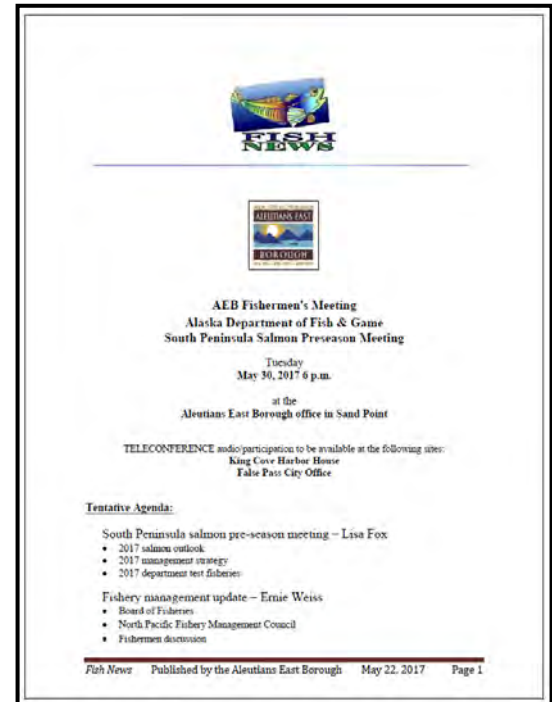
- Sand Point's F/V Destination Ticket Raffle & Sweaters
- Job Notices

Fish News: (May 22nd)

- AEB Fishermen's Meeting – ADF&G Southern Peninsula Salmon Preseason Meeting

Miscellaneous Projects:

- Made numerous posts on AEB's and King Cove's Face book pages.
- Attended the state ceremony at the Alaska Heritage Center honoring 16 members of the Alaska Territorial Guard who served during WWII. Took notes and photos for newsletter.
- Posted the job opening for AEB Assistant Borough Administrator on the website.
- Contacted Alaska Dispatch reporter. Provided her with info, contact names and phone numbers of people impacted in our Borough by the Tustumena delays for her news story.
- Provided Sen. Murkowski's staff with the latest information on King Cove medevacs.
- Moved everything from shelves, off of walls, in files, etc. to conference room while the office was being renovated. Then moved it back afterwards.



Upcoming:

- As of the writing of this report, I'm working on another edition of In the Loop, scheduled for distribution on June 30th.
- Stories include: King Cove's Waterfall Creek Hydroelectric Facility Goes Online, QTT Moving Forward with Brechan to Pave Sand Point Harbor Road, Progress Made on Cold Bay Taxiway & Apron to Borough's Terminal Building, Bibles found in Cold Bay airport's asphalt, Delta Airlines Sends Plaque, Gifts Thanking Cold Bay for Assistance during January's Emergency Landing, APICDA Conference Wrap-up, Akutan Aleut Dance Group heading to World Eskimo Olympics in July, More Work to be done on St. Herman Church Bell Tower in King Cove.
- I will be going on vacation July 1st – 13th. If you need to reach me, I'll be available by email or cell phone.

As always, I'm happy to help get the word out about an event or issue in your community. Please call or email me any time with information. ltanis@aeboro.org.

Date & Location of Next Meeting

Adjournment