

CITY OF DILLINGHAM, ALASKA

RESOLUTION NO. 2015-38

**A RESOLUTION OF THE DILLINGHAM CITY COUNCIL EXPRESSING SUPPORT FOR AND AUTHORIZING A CONTRIBUTION TO COMPLETE A FEASIBILITY STUDY OF A MANOKOTAK-DILLINGHAM ROAD**

---

WHEREAS, Manokotak expressed an interest in exploring a road between Manokotak and Dillingham; and

WHEREAS, there was interest in such a project many years ago but it was not pursued; and

WHEREAS, a thorough and comprehensive feasibility study is the logical first step in gauging the benefits and possibility of a road; and

WHEREAS, the governing and Native corporation entities in Manokotak and Clarks Point as well as the Bristol Bay Native Corporation (BBNC), Nushagak Cooperative, Choggiung Ltd, Curyung Tribal Council and others have indicated an interest in and/or support for pursuing a feasibility study; and

WHEREAS, BBNC coordinated with Bristol Engineers and estimate that the cost of the feasibility study will be approximately \$126,000.00; and

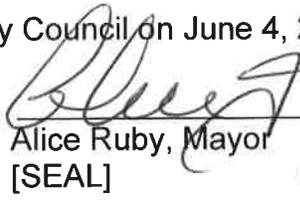
WHEREAS, the existence of a road between Dillingham and Manokotak could have a significant positive impact on our communities; and

WHEREAS, residents of Manokotak contribute significantly to the economy in the community of Dillingham; and

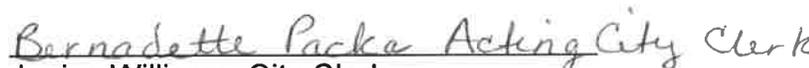
WHEREAS, it is beneficial for the City of Dillingham to be actively engaged in the development of the feasibility study;

NOW, THEREFORE, BE IT RESOLVED that the Dillingham City Council supports the completion of the feasibility study on the Manokotak-Dillingham road and authorizes a contribution of \$10,000.00 from the City Council Donations line item.

PASSED and ADOPTED by the Dillingham City Council on June 4, 2015

  
\_\_\_\_\_  
Alice Ruby, Mayor  
[SEAL]

ATTEST:

  
\_\_\_\_\_  
Janice Williams, City Clerk

City of Dillingham Information Memorandum      Agenda of: June 4, 2015  
 Attachment to:  
 Ordinance No. \_\_\_\_\_ / Resolution No. 2015-38

**Subject:**

A RESOLUTION OF THE DILLINGHAM CITY COUNCIL EXPRESSING SUPPORT FOR AND AUTHORIZING A CONTRIBUTION TO COMPLETE A FEASIBILITY STUDY OF A MANOKOTAK-DILLINGHAM ROAD

City Manager: Recommend Approval

Signature: Rose Doera

Route to	Department Head	Signature	Date
	Finance Director		
	Public Works Director		
	Planning Director		
X	City Clerk	<i>Williams</i>	<i>5/29/15</i>

Fiscal Note:  Yes  No

Funds Available:  Yes  No

**Other Attachments:**

- Letter from BEES dated April 17, 2015

**Summary Statement:**

At the May 14, 2015 Regular Council Meeting, Mayor Ruby informed the Council that Manokotak was researching building a road to Dillingham, which was supported by various entities. They were looking to fund a feasibility study and might be looking to the City to help fund a feasibility study.

Ordinance No. \_\_\_\_\_ / Resolution No. 2015-38

Summary Statement continued:

City of Dillingham  
Fiscal Note

Agenda Date: June 4, 2015

Request: \_\_\_\_\_

ORIGINATOR: Rose Loera

<b>FISCAL ACTION (TO BE COMPLETED BY FINANCE)</b> AMOUNT REQUESTED: <p style="text-align: center;"><b>\$10,000</b></p> FROM ACCOUNT <p style="text-align: center;">1000 7190 10 11                      \$10,000</p>	<b>FISCAL IMPACT</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <b>FUNDING SOURCE</b>  Project <p style="text-align: center;"><b>Contribution for Manokotak/Dillingham Road Study</b></p>
TO ACCOUNT:	VERIFIED BY: <u>Rose Loera</u> Date: <u>5/29/2015</u>

**EXPENDITURES**

OPERATING	FY 15			
Personnel				
Fringe Benefits				
Computer Support				
Equipment				
Land/Buildings				
Miscellaneous	10,000.00			
<b>TOTAL OPERATING</b>	<b>\$ 10,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

CAPITAL				
---------	--	--	--	--

REVENUE				
---------	--	--	--	--

**FUNDING**

General Fund	\$10,000			
State/Federal Funds				
Other				
<b>TOTAL FUNDING</b>	<b>\$ 10,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**POSITIONS**

Full-Time				
Part-Time				
Temporary				

ANALYSIS: (Attach a separate page if necessary)

See Attached Resolution 2015-38

PREPARED BY: Rose Loera

May 29, 2015

DEPARTMENT: Finance Department

APPROVED BY: \_\_\_\_\_

\_\_\_\_\_

# Bristol



111 W. 16<sup>th</sup> Avenue, Third Floor  
Anchorage, AK 99501-5169  
phone (907) 563-0013  
fax (907) 563-6713  
[www.bristol-companies.com](http://www.bristol-companies.com)

April 17, 2015

Francisca Demoski  
Land Manager  
Bristol Bay Native Corporation  
111 W. 16<sup>th</sup> Ave, Suite 400  
Anchorage, Alaska 99501

**Subject: Dillingham to Manokotak Road Corridor Feasibility Study**

Dear Ms. Demoski;

Bristol Engineering Services Corporation (Bristol) appreciates the opportunity to assist you with the development of a feasibility study for a new road corridor connecting the communities of Dillingham and Manokotak, Alaska. The feasibility study is a planning document that can be used to guide the project stakeholders through the decision making process for the development of a road corridor between the communities. The study will touch on project features such as; site selection, engineering considerations, environmental considerations, economic considerations, cultural impacts, and project cost estimates.

We understand that there are many stakeholders involved beyond the Bristol Bay Native Corporation (BBNC). These stakeholders include, but are not limited to, the following;

- Community of Dillingham
- City of Dillingham
- Choggiung Limited
- Nushagak Cooperative
- Community of Manokotak
- City of Manokotak
- Manokotak Natives Limited
- Saguyak, Inc.

Bristol has prepared this scope of services based on a meeting that occurred in the BBNC boardroom with some project stakeholders on 3/3/2015, subsequent meetings with BBNC, and a meeting with the Community of Manokotak in 4/13/2015.

Bristol is writing this proposal to clarify our scope, schedule, and the proposed fee for these tasks.

**SCOPE OF SERVICES**

Bristol will provide all the labor, materials, and supplies necessary to perform the following tasks:

## **PROJECT MANAGEMENT AND COORDINATION**

This task provides overall project management services for Bristol and stakeholder coordination services for the life of the project. Bristol will work with BBNC and all other stakeholders to accommodate the needs when scheduling meetings and information gathering activities.

### **PUBLIC MEETINGS**

The success of this project is dependent on open communication and constructive ideas from the stakeholders. In order to maximize stakeholder involvement Bristol will facilitate multiple public meetings throughout the communities, at different stages of the project. The following is an outline of anticipated public meetings for the project. Bristol will group meetings together, when possible, as a cost savings measure.

#### **Meeting 1**

Project Kickoff meeting in Dillingham with Tribal Leaders and major Stakeholder representatives. This will occur shortly after Notice to Proceed (NTP), which we anticipate at the end of April, or beginning of May 2015.

#### **Meetings 2-4**

These meetings will be open to the public, one each held in Clarks Point, Dillingham, and Manokotak. This will be the first “brainstorming” meeting that will provide direction for the development of the Draft Feasibility Report. Topics in these meetings will be similar to those listed in the ‘Background & Data Collection’ portion of this scope of services.

#### **Meetings 5-7**

These meetings will be open to the public, one each held in Clarks Point, Dillingham, and Manokotak. This meeting will be to review the Draft Feasibility Report and to ensure that the stakeholder’s ideas and comments were clearly identified in the reporting. Comments from these meetings will be incorporated in the Final Draft Report.

#### **Meeting 8**

This will be the final project meeting, in Dillingham, with Tribal Leaders and major Stakeholder representatives. The purpose will be to review the Final Draft Feasibility Report and address final comments, as needed.

## **BACKGROUND & DATA COLLECTION**

To facilitate the report development Bristol feels that the items below are important major topics that will be included as part of the reporting. Additional topics may be added as the study progresses, as determined by the project stakeholders.

### **Historical Data Collection**

Bristol understands that there may have been previous work done by the Alaska Department of Transportation & Public Facilities (ADOT), or another organization, on a northern route

from Snake Lake to Manokotak. Bristol will research any historical data that may be available about this project and any other sources of information relevant to this report.

### **Site Selection & Engineering Considerations**

As part of this study, Bristol will include up to five (5) unique routes from Dillingham to Manokotak. These routes will be determined through the public meeting process. Each route will be evaluated individually for engineering challenges & solutions, environmental considerations, economic considerations, and project cost estimates.

### **Environmental Considerations**

Bristol will provide a precursory Environmental and Archeological review for each of the routes included as part of the site selection process. This review will identify any permitting needs that will be required as part of the project and identify areas of concern that may be associated with a proposed route. For instance, if the community requests a route through the Togiak National Wildlife Refuge, Bristol will identify the process for making such a route occur. In addition to the environmental review, Bristol will also have an Archeologist review and report on all the proposed routes. This is necessary since all routes are anticipated to traverse wetlands, which will, through a federal nexus, require archeological clearances prior to obtaining any permits.

### **Economic Considerations**

An important part of any feasibility study is understanding the economic impacts that the road may have on the community and future development. Bristol has enlisted the assistance of Northern Economics to provide their expertise in this field. This portion of the work will evaluate many economical aspects of the road including, but not limited to, cost of living impacts, quality of life impacts, regional travel patterns, subsistence users, community support, and future development of area resources.

### **Cultural Impacts**

Bristol and Northern Economics, through the public meeting process, will facilitate discussions on the cultural impacts that a road may have between the communities. These comments and concerns will be incorporated into the feasibility study along with potential recommended solutions provided by the community.

### **Project Cost Estimates**

Bristol will provide AACE Class 5 Project Estimates for each of the routes selected by the communities. These cost estimates will include anticipated cost including; design, permitting, survey & right of way, construction cost, and annual maintenance considerations.

## **SCHEDULE**

We anticipate this project will occur over approximately 1 year. This length of time is to allow for breaks between public meetings to allow for the generation of new ideas and also to work around the busy subsistence lifestyles of the project stakeholders.

## FEE PROPOSAL

We propose to furnish the above-described services on a time and expense (T&E) basis. At this time we recommend budgeting **\$126,162** for this effort. We will keep you apprised when we come to 80 percent expenditure of this amount so that we can further discuss our scope of work and any necessary revisions to the budget. Bristol has provided an itemized fee as part of this proposal and it is included as Attachment A. Fee proposals from key subconsultants for archeology and the economist services are included for your review.

Any work completed as part of this project, beyond the scope of services outlined in this proposal, will be invoiced on a time and expense basis using rates listed in our current Schedule of Fees, see Attachment B.

If you agree with the proposal please sign the Terms and Conditions included as Attachment C

If you have any questions please feel free to contact me.

Very Respectfully Yours,



Isaac Pearson, P.E.  
Civil Engineer

cc. John Blees, P.E. BESC GM

Attachments:

- Attachment A -- Fee Proposal
- Attachment B -- Bristol Schedule of Charges
- Attachment C -- Terms and Conditions

Attachment A  
**Fee Proposal**

**Price per Task Summary**

FIRM: Bristol Engineering Services Corp. PROJECT TITLE: Dillingham to Manokotak Road Feasibility Study

Date: 17-Apr-2015  
 Fee type: Time & Expense

Task	Description	Labor	Expenses	Subs	Total Price
1	Project Management & Coordination	\$3,330	\$0	\$0	\$3,330
2	Public Meetings	\$14,112	\$15,202	\$0	\$29,314
3	Background & Data Collection	\$18,580	\$0	\$61,776	\$80,356
4	Report Development	\$12,502	\$660	\$0	\$13,162

**Total Fee = \$126,162**

*Isaac Pearson*

Prepared by: Isaac Pearson, PE

*John G. Bles*

Reviewed by: John Bles, PE









April 17, 2015

Isaac Pearson, PE  
Civil Engineer  
Bristol Engineering Service Corporation  
111 W. 16<sup>th</sup> Avenue, Third Floor  
Anchorage, AK 99501-5109

Dear Isaac:

Thank you for meeting with us at our offices on April 15<sup>th</sup>, 2015 to discuss the economic and community benefits of a road between Dillingham and Manokotak. In our 33-year history, Northern Economics, Inc. has conducted a number of these studies including our most recent study which we submitted just two months ago analyzing the benefits of a road between Kake and Petersburg. Other new roads we've studied include the road from Manley to Tanana (under construction) and the road from Kotzebue to Cape Blossom (construction potentially starting this summer).

In conducting these studies, we've found that the questions our clients are most interested in vary depending on the project, but generally are some variation of the following:

- Will the road reduce the cost of living in the newly connected community?
- Will the road result in increased quality of life?
- How will the road change local and regional travel patterns?
- How will the road affect subsistence users?
- Is/Are the community/communities involved supportive of the road? How can their concerns be addressed?

### ***Proposed Services***

We present the following ideas as general concepts of what our work might entail knowing that our specific scope might change as the project develops. We see the basic tasks in this project including:

#### **Task 1. Kickoff Meeting**

We believe that the best way to start the project will be with a kickoff meeting where we will review the scope of work, budget, and schedule with you to make sure that the project team is in alignment. In addition, we think that the kickoff meeting for this project will be a good place to start building the outline for the report we will eventually submit to you. We expect to submit this outline before the project advances significantly.

### **Task 2. Attend Community Meetings**

You have asked to plan for eight community/project meetings at 16 hours per meeting. We will attend these meetings, some of which may include single overnight trips and some of which may be completed in one day.

### **Task 3. Conduct Key Informant Interviews**

We will conduct up to twenty key informant interviews. Interviewees will be leaders of community organizations including business groups, hospitals, school districts, and service providers. Our interviews will be split between both communities.

### **Task 4. Collect Data on Travel and Commodities Flows**

We will collect available data on air passenger travel and commodity flows including estimated fuel usage in Manokotak. Some of these data will come from public sources such as the U.S. Bureau of Transportation Statistics, while key informant interviews will provide some of the more granular data such as fuel flows and local gravel usage.

### **Task 5. Analyze Expected Changes Under “With Road” Conditions**

In Task 5 will analyze the expected changes under “with road” conditions. Under the current budget, we will use the data collected in Task 5 to estimate cost savings of converting from passenger flights to road transport. We will also look at how the existence of the road might change freight and fuel deliveries.

### **Task 6. Prepare a Draft Report**

We will prepare a draft report for your review. We can also provide a presentation at this time.

### **Task 7. Finalize the Draft Report**

We will prepare a final report that we will complete within 10 work days of receiving comments on the draft report.

### ***Key Staff***

The key staff we will assign to this project are:

#### **Jonathan King, Principal, Project Director**

In addition to his role as Northern Economics Vice President, Jonathan also leads much of the company’s transportation work. For this project he will take the role of Project Director ensuring client satisfaction and a high level of work quality. Jonathan’s recent transportation projects include the Kake Access Project, the Road from Manley to Tanana, and acting as the project lead for the analysis of social and economic benefits and costs of the Kotzebue to Cape Blossom Road project. His other recent transportation projects include the Western Alaska Access Planning Study, the Western Alaska Transportation Plan, the Interior Alaska Transportation Plan, and a series of economic studies conducted for the Alaska Aviation System Plan. Jonathan holds a Master of Science from the University of Rhode Island in Environmental and Natural Resource Economics.

#### **Michelle Humphrey, Project Manager and Lead Analyst**

Michelle Humphrey will serve as the project’s manager and lead analyst. Her recent relevant work includes the Kake Access Project, a ferry tariff policy and fare structure development project for the

Alaska Marine Highway System, and the Road from Manley to Tanana. She also recently completed a user benefits analysis of alternatives for the Southeast Alaska Transportation Plan. Michelle has a B.S. in Business Administration from Northern Arizona University, and is currently pursuing her Master of Science in Global Supply Chain Management and Logistics at the University of Alaska Anchorage.

***Budget***

In our meeting you mentioned a starting budget of \$40,000. We believe that this is a reasonable budget for doing a basic, but thorough, screening analysis of the questions outlined above. If the client wants to move into addressing some of the issues in a more quantitative and rigorous manner, we would have to discuss moving the budget upwards. For example, if we want to survey the populations in Dillingham and Manokotak to see how frequently they travel by air between the two communities so that we can quantify travel savings, or if we want to see how travel patterns may change, then we'll have to discuss a budget that can support a survey effort. Table 1 shows our proposed budget by task. As we discussed, we assume that you will be covering one staff member's flight costs for attending community meetings. The travel costs we include are for incidental travel costs during the meetings.

**Table 1. Proposed Budget**

<b>Project Phase</b>	<b>Hours</b>	<b>Labor Cost (\$)</b>
Task 1. Kickoff Meeting	12.00	1,360.00
Task 2. Attend Community Meetings	128.00	11,520.00
Task 3. Conduct Key Informant Interviews	40.00	5,000.00
Task 4. Collect Data on Travel and Commodities Flows	56.00	6,480.00
Task 5. Analyze Expected Changes Under With Road Conditions	52.00	5,480.00
Task 6. Prepare a Draft Report	64.00	7,400.00
Task 7. Finalize the Draft Report	24.00	2,580.00
<b>Total Labor</b>	<b>378.00</b>	<b>39,820.00</b>
Total Travel Cost		180.00
<b>Total Project Cost</b>		<b>40,000.00</b>

***Schedule***

We understand that this project will take place over the next year and that we will develop a more formal schedule with you as your schedule develops.

We hope that this letter provides you with the information that you need and that it outlines a project which will successfully address the questions you've identified as important to the Bristol Bay Native Corporation. We are flexible to meet your needs, so please feel free to provide us with comments or questions at your convenience.

Sincerely,



Jonathan R. King  
Vice President

## Pearson, Isaac

---

**From:** Robert Meinhardt <robert.meinhardt@truenorthsds.com>  
**Sent:** Thursday, April 16, 2015 5:16 PM  
**To:** Pearson, Isaac  
**Subject:** Re: DLG-KMO Feasibility Study -- Archeological Desktop  
**Attachments:** TNSDS\_DLG\_KMO\_Cost Cultural Resources Support.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi Isaac,

I was able to turn around a cost estimate relatively quickly because we just submitted a very similar estimate for a project in Barrow. Please note this is simply for the data gathering and synthesis with assessment and recommendations compiled in a desktop report. It does not include ongoing consultation with the agency, such as meetings over defining APEs, site visits, and a development of a memorandum of agreement/understanding. Please let me know if you have any questions.

Thanks,

Rob

On Apr 16, 2015, at 2:44 PM, "Pearson, Isaac" <[ipearson@bristol-companies.com](mailto:ipearson@bristol-companies.com)> wrote:

Rob,

As discussed on the phone can you provide me with a Time and Materials Fee estimate to provide a desktop review of up to 5 different alignments going from Dillingham to Manokotak within the highlighted area. If you can get that to me by noon tomorrow 4/17/2015 I would appreciate it.

Thanks.

**Isaac Pearson, P.E.**

Civil Engineer  
Bristol Engineering Services Corporation  
111 W. 16th Avenue, Third Floor  
Anchorage, AK 99501-5109  
Phone : (907) 743-9313  
Mobile : (907) 351-1545  
FAX : (907) 563-6713  
[ipearson@bristol-companies.com](mailto:ipearson@bristol-companies.com)  
<http://www.bristol-companies.com/>

<KMO-DLG-Feasability Study Map.pdf>

**COST ESTIMATE PER TASK**

**FIRM:** TNSDS **PROJECT TITLE:** Dillingham to Manakotak Feasibility Study

**TASK DESCRIPTION:** Cultural Resource Desk  Survey Report  4/16/15  
**METHOD OF PAYMENT:** FP  FPPE  T&E

SUB-TASK DESCRIPTION	LABOR HOURS PER JOB CLASSIFICATION				TOTAL
	Sr. Principal	Cultural Resource Project Coordinator	Project Lead Archaeologist	Archaeological Technician	
Task 1: Agency Coordination/Client Meetings	8	0	0	0	8.0
Task 2a: Literature and Archival Review (previous background Information and AHRIS updated site search)	0	40	0	0	40.0
Task 2b: Data Synthesis/Maps/Illustrations/Tables		10			10.0
Task 2b: Cultural Resources Desktop Survey Report Preparation	40	80	0	0	120.0
<b>TOTAL LABOR HOURS</b>	48	130	0	0	178
<b>LABOR RATES (\$/HR)</b>	\$120/hour	\$80/hour	\$100/hour	\$40/hour	
<b>LABOR COSTS (\$)</b>	\$5,760	\$10,400			\$16,160

EXPENSES				PRICE	Assumptions: - Cost estimate is limited to a desktop report and excludes field survey and/or field monitoring and development of agreement documents - Report to serve as a cultural resource needs assessment for up to five proposed routes - Report is limited to archival/literature review and therefore will only report on previous cultural resource investigations and recorded sites. No new sites will be identified in this study. Report will address permitting needs and
SUB-TASK NO.	ITEM(S)	QTY.			

**TOTAL COST:**                     \$16,160

Attachment B  
**Schedule of Charges**

## 2014-2015 Schedule of Charges

<u>Labor Category</u>	<u>Hourly Rate</u>
Senior Civil Engineer	\$150 - \$185
Senior Mechanical Engineer	\$160 - \$195
Project Engineer/Senior Env. Specialist	\$105 - \$145
Senior Autocad Designer/GIS Operator	\$95 - \$130
Staff Engineer/Staff Env. Specialist	\$80 - \$100
Staff Autocad Designer	\$80 - \$95
Clerical/Technical Editor	\$55 - \$70

Update	Schedule of Charges and employee bill out rates will be updated at the end of June on an annual basis.
Travel time	Travel time will be charged as regular hourly rates for actual time involved. For fieldwork other than Anchorage sites, standby time for labor (up to eight hours per day per employee) will be charged when work is delayed or prevented, due to conditions beyond Bristol Engineering Services Corporation's control.
Outside Services	Travel expenses, printing, photographic work, rentals, mileage, subsistence, subcontractors, special delivery, and similar services will be billed at cost plus 10%.
Equipment Rentals	Equipment owned by Bristol Engineering Services Corporation will be rented according to a standard rate schedule, available on request.
Litigation Support	Expert testimony and preparation for testimony, depositions, hearings, mediation, and trials are at 200% of the above rates.
Contract Employees	Contract employees may be used from time-to-time, and will be billed at the regular schedule rates.
Terms	Bills are payable upon presentation, and are past due 30 days from the invoice date.

Attachment C  
**Terms and Conditions**

## Proposal Terms and Conditions

This agreement dated \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between Bristol Engineering Services Corporation (BRISTOL), and Bristol Bay Native Corporation (CLIENT).

Bristol agrees to perform services as set forth in this proposal subject to the terms and conditions stated herein.

### PAYMENT

Invoices will be submitted monthly for services performed and expenses incurred during the previous month or upon completion of the Services or in portions thereof. Payment will be due upon receipt, interest will be added to the outstanding balance within 30 days of invoice date at the rate of one and one-half (1.5%) per month (18 percent per annum) or at the maximum rate allowed by law, whichever is less.

### INSURANCE

Bristol will procure and maintain the following types and amounts of insurance for the duration of the Project: workers' compensation insurance as required by law, \$500,000 of employer's liability insurance, commercial general liability insurance of \$1,000,000 combined single limit for bodily injury and property damage, automobile liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired cars, owned and non-owned vehicles, and professional liability insurance in the amount of \$1,000,000.

### INDEMNIFICATION

Each party agrees to indemnify the other party, its present and future officers, directors, clients, agents, employees, successors and assigns from any and all liability, loss or damage, including, without limitation liability loss or damage arising from bodily injury illness and death, property damage or any other source and reasonable attorneys' fees and investigative discovery cost to the extent that it is caused by or arises out of the negligence or willful misconduct of the indemnifying party or a breach of this Agreement by the indemnifying party.

### CHANGES

Client may at any time by written order of Client's authorized representative, make changes in, additions to, and deletions from the services to be performed under this Agreement, and Bristol shall promptly proceed with the performance as so changed. Client and Bristol shall attempt in good faith to reach agreement in writing as to any increase or decrease of the Agreement price or time resulting from such change or extra work and, if agreement is not possible, then the amount of additional time or change in compensation shall be determined as provided in the Disputes clause of this Agreement.

### CONFIDENTIALITY

Client shall treat as confidential and not disclose to third parties, except as is necessary for the performance of the Work, or use for its own benefit, any of Bristol's developments, reports, calculations, designs, confidential information, and the like may be acquired in connection with the services provided herein. All proposals, reports, calculations, designs, estimates, and/or other documents shall remain Bristol's property and Bristol shall retain the rights to these materials. Any and all confidential, proprietary information, materials, data, reports, designs or recommendations provided under or resulting from this Agreement are intended for the purposes of this Agreement; and shall not be disclosed unless expressly agreed to and or authorized in writing by Bristol.

### DISPUTES

All disputes shall be decided by arbitration. The arbitrator shall be appointed by mutual consent of the parties, or in the event the parties are unable to agree within ten (10) days of demand for arbitration, then the Superior Court of the State of Alaska shall appoint an arbitrator. The arbitration shall be governed in accordance with the Arbitration Rules of the American Arbitration Association then in effect. The award rendered by the arbitrators shall be final, and judgment may be entered upon and in accordance with applicable law in any court having jurisdiction thereof. It shall not interfere with the progress and performance of work required to be performed. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

### TERMINATION, TAKEOVER, SUSPENSION

Except as provided herein, upon the occurrence of any of the following events, either party shall be entitled to terminate this Agreement prior to the end of the term then in effect, and except as to liabilities or claims that shall have accrued or arisen prior to the date of such termination, all obligations hereunder shall cease:

Either party may terminate this Agreement without cause and without further obligation with thirty-days of the commencement date.

**Proposal: DLG to KMO Road Feasibility Study**  
**BESC Proposal No: P32160009**

The filing by the other party in any court pursuant to any statute of the United States or any state of a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a substantial portion of such party's property or the making by such party of an assignment for or petition for an agreement for the benefit of creditor or the filing of a petition in bankruptcy against such party that is not discharged within ninety-days thereafter or the consent to sufferance of the application of any statute that obviates, restricts or suspends the rights of creditors generally.

Failure of a party to cure a material breach of agreement within thirty days following delivery of a notice from the non-breaching party setting forth the details of such alleged breach, or if such breach is of a nature that it cannot be cured within such thirty-day period, the breaching party has not within such thirty-day period commenced and at all times thereafter diligently proceeded with all acts required to cure such default. This Section shall not apply to any breach of agreement due to Client's failure to pay Bristol.

The failure of the Client to pay Bristol hereunder within three business days after Client's receipt of written demand for such payment.

In the event the work is terminated prior to Project completion, then an equitable settlement for work performed under this Agreement prior to such termination will be made as provided in the Disputes clause of this Agreement.

**ENTIRE AGREEMENT AND ACCEPTANCE OF TERMS**

This Agreement represents the entire and integrated agreement between the parties hereto and, unless specifically referenced herein, supersedes all prior negotiations, representations, or agreements, either written or oral. Client and Bristol agree that all terms and conditions were mutually negotiated and agreed to. By signing this Agreement, acceptance of supplies, reports, data, or Work acknowledged and performed under requirements indicated herein, Client agrees to comply with all the terms and conditions and all documents that this Agreement incorporates by reference or attachment. Bristol hereby objects to any terms and conditions contained in any acknowledgement of this Agreement that are different from or in addition to those mentioned in this document; unless mutually agreed to in writing. All rights and obligations shall survive final performance of this Agreement.

**LAW AND VENUE**

This Agreement shall be considered to have been made in and shall be interpreted under the laws of the State of Alaska. The location for any arbitration or venue for any lawsuit arising out of this Agreement or the work hereunder shall be Anchorage, Alaska.

This Agreement represents the final understanding of the parties hereto and Bristol assumes no responsibility for any understanding or representations made by any of its officers, agents or others prior to the execution of this Agreement, unless such understanding or representations by Bristol are expressly stated in this Agreement.

This Agreement is entered into as of the date first written above.

**BRISTOL:**  
Bristol Engineering Services Corp.

**CLIENT:**  
Bristol Bay Native Corporation

\_\_\_\_\_  
BY

\_\_\_\_\_  
BY

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT TITLE

\_\_\_\_\_  
PRINT TITLE