

Attachment A  
**Fee Proposal**

Attachment B  
**Schedule of Charges**

July 19, 2018

Tod Larson  
Dillingham City Manager  
PO Box 889  
Dillingham, Alaska 99576

**Subject: Dillingham Landfill – New Monitoring Wells Design & Bidding Assistance**

Dear Mr. Larson;

Bristol Engineering Services Company, LLC (Bristol) appreciates the opportunity to assist the City of Dillingham (City) with engineering services to design and provide bidding assistance for new monitoring wells (MWs) to be installed at the City's landfill.

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

**BACKGROUND**

Bristol has been providing the City continuous assistance for detection monitoring at the City's landfill for over a decade and in February 2017 completed a comprehensive Hydrological Study documenting groundwater at the landfill. For a number of years the existing MWs have been exceeding action limits for contaminants of concern in multiple wells. One of the conclusions of the Hydrology Study was that the MWs were installed incorrectly and should be decommissioned and have new wells installed in accordance with ADEC standards. The ADEC agreed with this approach and has mandated that this work be completed by the Spring of 2019.

**SCOPE OF SERVICES**

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

**PROJECT MANAGEMENT**

This task provides overall project management services for Bristol for the life of the project. This includes all home office support that is not directly related to the other tasks, including but not limit to scheduling, billings and contract management.

**DESIGN SERVICES & ASSISTANCE DURING BIDDING**

This task includes the development of a Project Manual (design), coordinating with ADEC to construct the project, and assistance during bidding.

DESIGN SERVICES

Bristol will provide all the equipment, labor, and supplies to develop a Project Manual for the decommissioning of existing MWs and the installation of new MWs in accordance with the latest ADEC standards and the February 2017 Hydrological Study. The project manual will include all the necessary drawings, specifications, and directions to contractors for work activities.

The design will be complete in three stages: draft, permit set, and bid set. The Draft Project Manual will be a complete project manual for the City’s review. The City will perform their review concurrently with the Bristol quality assurance review. Comments from the City’s review and the Bristol QA review will be incorporated into the Permit Set Project Manual. The Permit Set Project Manual will be submitted to ADEC Solid Waste for review and approval. The Bid Set Project Manual will incorporate all of ADEC’s comments from the previous stage.

As part of this contract Bristol will provide all the necessary coordination with ADEC to receive Approval To Construct, prior to issuing the bid documents.

BIDDING SERVICES

Bristol will provide bidding assistance services from the development of bid documents to the execution of the contract. This service will include the following work activities: the development of bid documents, response to bidders questions during bidding, receipt of bids and bid analysis / recommendations, and the development of the final contract documents.

Bristol assumes that, similar to other projects, the EJCDC contract documents will be used.

This contract does not include provisions for assistance during construction.

**DELIVERABLES**

All deliverables will be in electronic format.

**SCHEDULE**

<u>Work Item</u>	<u>Date</u>
NTP	August 3, 2018
Draft Project Manual	August 24, 2018
Permit Set Project Manual	September 14, 2018
Issued for Bid Project Manual	TBD (based on ADEC review time)
Bid Documents Complete	5-days after completion of Issued for Bid Manual
Review Bids / Recommendations	1-days after receipt of bids
Contract Development	5-days after Council approval of contract

Bristol will not modify this schedule unless both the City and Bristol are in agreement.

**FEE PROPOSAL**

We propose to furnish the above-described services on a time and expense (T&E) basis. At this time, we recommend budgeting **\$17,798** 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

## Dillingham Landfill – New Monitoring Wells Design & Bidding Assistance

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.

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.

You can issue a notice to proceed by signing the Proposal Terms and Conditions of the work, Attachment C, and returning to Bristol.

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

Very Respectfully Yours,



Isaac Pearson, P.E.

Senior Civil Engineer

cc. John Bles, 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 Company, LLC  
 PROJECT TITLE: Dillingham Landfill - New Monitoring Well Design / Bidding

Date: 19-Jul-2018  
 Fee type: Time & Expense

Task	Description	Labor	Expenses	Subs	Total Price
1	Project Management	\$298	\$0	\$0	\$298
2	RFP Development & Technical Assistance	\$17,500	\$0	\$0	\$17,500
3	Not Used	\$0	\$0	\$0	\$0
4	Not Used	\$0	\$0	\$0	\$0

**Total Fee = \$17,798**

Prepared by: Isaac Pearson, PE





Attachment B  
**Schedule of Charges**

## 2017-2018 Schedule of Charges

<u>Labor Category</u>	<u>Hourly Rate</u>
Senior Civil Engineer/Structural Engineer	\$145 - \$185
Senior Environmental Engineer	\$150 - \$165
Civil Engineer III/ Project Engineer	\$105 - \$130
Civil Engineer II/GIS Operator	\$95 - \$110
Civil Engineer I/Staff Env. Specialist	\$70 - \$100
Civil Engineering Intern	\$60 - \$75
Clerical/Technical Editor	\$55 - \$75

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  
**Proposal Terms & Conditions**

## Proposal Terms and Conditions

This agreement dated \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Bristol Engineering Services Company (BRISTOL), and City of Dillingham (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:** Dillingham Landfill – New Monitoring Wells Design & Bidding Assistance

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 Company

CLIENT:  
City of Dillingham

\_\_\_\_\_  
BY

\_\_\_\_\_  
BY

Isaac Pearson  
\_\_\_\_\_  
PRINT NAME

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

Senior Engineer  
\_\_\_\_\_  
PRINT TITLE

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

letter of interest

Letter Of interest re. the open seat on the Planning Commision. 6/22/2018

I am interested in filling the empty position on the City of Dillingham Planning Comission. I have no prior experience but I am looking to get involved in the community and the local government.

Thank you for your consideration.

Jason Daniel Lamson  
Manager: L&M Supplies



City of Dillingham Action Memorandum      Agenda of: August 2, 2018

Action Memorandum No. 2018-06

**Subject:**

Award a Contract for the FY19 Aggregate Bid

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City Manager: Recommend Approval

Signature: 

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Fiscal Note:  Yes  No

Funds Available:  Yes  No

**Other Attachments:**

- None

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**Summary Statement:**

This action memorandum authorizes administration to sign a contract with JJC Enterprises for the delivery of 1,250 cu yds of sand, 6,200 cu yds of pit run gravel, 150 cu yds drain rock, and 750 tons rip-rap. This vendor was the lowest responsive bidder.

The bid due date was June 21, 2018, at 4:00 PM and bids were opened immediately following. Notices were also posted in three public places: City Hall, N&N Market, and the Post Office, and advertised on the City's website, and advertised in the Bristol Bay Times May 31 and June 7.

(Such publication shall be made twice, with at least one week, but not more than two weeks, intervening between publications, and there shall be sufficient time between the date of last publication and the bid opening for preparation of bids, which time shall not be less than two weeks.)

Action Memorandum No. 2018-06

Summary Statement continued:

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PASSED and APPROVED by a duly constituted quorum of the Dillingham City Council on \_\_\_\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

[SEAL]

\_\_\_\_\_  
City Clerk

Route to	Department Head	Date
	Finance Director	
X	Public Works Director	
X	City Clerk	



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**REQUEST FOR PROPOSALS/BIDS**  
**RFP 2018-01 Furnish Aggregate for FY19**

The City of Dillingham is soliciting sealed bids to supply gravel, sand and drain rock to the landfill and city maintenance yard as well as rip-rap. The selected firm or individual will enter into a term contract to remain in effect from the date of execution through June 30, 2019. Bids for any of the following materials will be accepted:

<u>Materials</u>	<u>Amount</u>
Washed Sand (Maintenance Yard)	1,250 cubic yards
Pit-Run Gravel (Landfill)	6,200 cubic yards
Drain Rock (Landfill)	150 cubic yards
Rip-Rap, Class II	750 tons

Inquiries should be directed to:

Jean Barrett, Public Works Director, [publicworks@dillinghamak.us](mailto:publicworks@dillinghamak.us), (907) 842-4598.

Bids will be accepted until 4:00 PM on Thursday, June 21, 2018, followed by the bid opening. A Notice of Intent to Award will follow. A contract to award will be authorized at the August 2, 2018 regular meeting of the Dillingham City Council.

**SPECIFICATIONS**

**Submittal Requirements and Information**

To be considered, all proposals must be delivered to the address below, on or before the deadline no later than 4:00 p.m. on Thursday, June 21, 2018.

Please submit a signed copy of Attachment A, Aggregate Bid, to the City Planner's office no later than 4:00 p.m. on Thursday, June 21, 2018.

Please mark the envelope to identify the project: **RFP 18-01 Furnish Aggregate FY19.**

Delivery instructions – mail or hand deliver in a sealed envelope to:

City Planner's Office  
City of Dillingham  
PO Box 889  
Dillingham, AK 99576

**Required Proposal Content**

Return the following attachments to the City of Dillingham by the due date:

- Attachment A. Aggregate Bid

**Electronic and faxed proposals will not be accepted.**

**Proof of Insurance and Licensing**

Responding bidders will be required to provide the following prior to "Notice of Award":

- Copy of 2018 City of Dillingham Business License
- State of Alaska Business License
- Certification of Insurance and Workers Compensation as required under AS23.30 naming all employees
- Proof of commercial insurance, covering bodily injury, death, and property damage with a single limit not less than one million dollars
- Vehicle liability insurance including applicable uninsured/underinsured coverage with limits of liability not less than one million (\$1,000,000) dollars per occurrence combined
- Single limit bodily injury and property damage

All insurances, workers' compensation insurance, commercial general liability insurance and motor vehicle liability insurance, as described above shall include an endorsement stating the following: sixty (60) days advance written notice of cancellation, non-renewal, reduction change, shall be sent to the City Manager, PO Box 889, Dillingham, AK 99576.

Owner/Operators are eligible to submit a bid, as long as they meet the minimum State requirements for operating as an owner operator.

**Scope of Service**

The contractor shall furnish and deliver aggregate according to the following specifications and conditions:

1. Materials: Gravel, sand and drain rock shall contain no frozen material, mulch, roots, sod, dirt or other deleterious matter. Rip-Rap must be evenly graded stones that are hard, angular, and have no more than 50% wear at 500 revolutions as determined by AASHTO T 96. Use stones with breadth and thickness at least ¼ of its length. The material shall be graded within the limitations shown below:

**Sand**

<b>3/8" Sieve</b>	<b>100 % Passing</b>
<b>#4" Sieve</b>	<b>95-100 % Passing</b>
<b>No. 200 Sieve</b>	<b>0-2 % Passing</b>

**Pit Run**

<b>6" Sieve</b>	<b>100 % Passing</b>
<b>No. 200 Sieve</b>	<b>0 – 6 % Passing</b>

**Drain Rock**

<b>8" Sieve</b>	<b>100 % Passing</b>
<b>2" Sieve</b>	<b>0-10 % Passing</b>
<b>No. 200 Sieve</b>	<b>0-6 % Passing</b>

**Rip Rap, Class II** - Meet the following gradation. Percents are by total weight, weights are for each stone

<b>50-100 % weighing 200 pounds or more</b>
<b>0-15 % weighing up to 25 pounds</b>
<b>0-10% weighing more than 400 pounds</b>

2. Sampling: The contractor shall submit a relative sample of the material to be supplied. Sampling details need to be coordinated with the Public Works Director. The City reserves the right to have samples tested to confirm to specs prior to and during delivery. The contractor will bear all cost related to the testing. Materials failing to conform to the specifications will not be used and will cause the City to declare the contractor in default and cancel the contract.

**Scope of Service continued**

3. Quantity:

The total quantity of sand to be purchased will be approximately ONE THOUSAND TWO HUNDRED FIFTY (1,250) cubic yards.

The total quantity of gravel to be purchased will be approximately SIX THOUSAND TWO HUNDRED (6,200) cubic yards.

The total quantity of drain rock to be purchased will be approximately ONE HUNDRED FIFTY (150) cubic yards.

The total quantity of rip-rap to be purchased will be approximately SEVENTY HUNDRED FIFTY (750) tons.

4. Method of Measurement: Gravel, sand and drain rock shall be measured by volume, in the truck, at the point of delivery.

Rip-rap shall be measured by weight, using a certified scale, at the point of purchase. The City will self-haul the materials from the City Dock or from a quarry accessible by commercial vehicle located along the Dillingham area road system.

5. Time Line:

Pit run deliveries may be sequenced into three different time periods, as directed by the Public Works Director.

**Conditions of Offering and Acceptance**

This is a Request for Proposal/Bid only and is not a guarantee the City of Dillingham will purchase any or all of the products or services indicated in this invitation.

The City of Dillingham reserves the right to reject or accept any and all bids, to waive irregularities or informalities in the procurement process, and to give particular attention to the qualifications of the proposer.

The City reserves the right to revise or clarify the Request for Proposal/Bid, respond to questions, and/or extend or shorten the due date of process.

The City retains the right to cancel the Request for Proposal/Bid process if the City determines it is in their best interest. Any cost incurred by proposers for the preparation and submittal of the bid is the sole responsibility of the bidder.

A bid may be corrected or withdrawn by a written request received prior to the deadline for receipt of bid proposals.

All bid proposals and other material submitted become City property and may be returned only at their option.

The City assumes no responsibility or liability for the transmission, delay, or delivery of bid proposals by either public or private carriers.

Any and all media announcements pertaining to this RFP require the City's prior written approval.

The bidder agrees to allow the City at least 60 days from the bid close date to enter into a contract with the selected bidder for the price offered by the bidder.

The City intends to award a contract, subject to negotiation of a satisfactory agreement based upon the City's standard professional services contract form.

Contractor shall in performance of a contract, comply with all applicable federal, state, and local laws, ordinances, orders, rules and regulations applicable to its performance.

Contractor must be in compliance with Dillingham Municipal Code 4.20.240, Tax Delinquent List.

**Attachment A. Aggregate Bid**

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**City of Dillingham  
RFP 2018-01 Furnish Aggregate for FY19**

The furnishing and delivery of washed sand, gravel and drain rock shall be in accordance with the Request for Proposal/Bid and Specifications for the term of the contract. The price per cubic yard shall include the entire supplier costs associated with providing aggregate and delivery. The contract shall remain in effect from the date of execution through June 30, 2019. The City reserves the right to purchase up to 25% more materials at the unit prices bid.

1. Contractor may bid one or both options listed below:

<b>Materials</b>	<b>Amount</b>
Washed Sand	1,250 cubic yards
Pit-Run Gravel (Landfill)	6,200 cubic yards
Drain Rock (Landfill)	150 cubic yards
Rip-Rap, Class II	750 tons

2. Complete and submit this document in a sealed envelope for the items you are bidding.

\$ \_\_\_\_\_ Bid Amount per c.y. - Washed Sand Delivered

\$ \_\_\_\_\_ Bid Amount per c.y. - Pit-Run Gravel Delivered (Landfill)

\$ \_\_\_\_\_ Bid Amount per c.y. - Drain Rock Delivered (Landfill)

\$ \_\_\_\_\_ Bid Amount per ton - Rip Rap, Class II (buyer transport)

Contractor Name: \_\_\_\_\_ Title: \_\_\_\_\_

d/b/a Company Name: \_\_\_\_\_

City Business License Number: \_\_\_\_\_

Alaska State Business License Number: \_\_\_\_\_

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Agent)

Mailing Address: \_\_\_\_\_

Phone Contact: \_\_\_\_\_



**PUBLIC NOTICE**  
**RFP 2018-01 FURNISH AGGREGATE FOR FY19**

The City of Dillingham is soliciting sealed bids to supply gravel, sand and drain rock to the landfill and city maintenance yard as well as rip-rap. The selected firm or individual will enter into a term contract that shall remain in effect from the date of execution through June 30, 2019. Bids for any of the following materials will be accepted:

<b>Materials</b>	<b>Amount</b>
Washed Sand (Maintenance Yard)	1,250 cubic yards
Pit-Run Gravel (Landfill)	6,200 cubic yards
Drain Rock (Landfill)	150 cubic yards
Rip-Rap, Class II	750 tons

Bid documents can be downloaded from the City's website at [www.dillinghamak.us/projects](http://www.dillinghamak.us/projects)

Inquiries should be sent to Jean Barrett, Public Works Director at 907-842-4598 or via email at [publicworks@dillinghamak.us](mailto:publicworks@dillinghamak.us)

Bids should be mailed or delivered to the City of Dillingham, in a sealed envelope and addressed to:

**City Planner's Office**  
**City of Dillingham**  
**141 Main Street, P.O. Box 889**  
**Dillingham, AK 99576**

Sealed bids must be marked plainly on the outside as follows:

**RFP 2018-01 FY19 Aggregate**

and must bear the name and address of bidder.

Faxed bids will NOT be accepted.

Bids will be accepted at the City Planner's office until 4:00 p.m., Thursday, June 21, 2018, followed by the bid opening. A contract to award will be authorized at a City Council meeting on August 2, 2018.

Posted Locally on 05/31/18

**RFP 2018-01 Furnish Aggregate for FY19  
BID SCORING SHEET**

Proposal Deadline: 06/21/18, 4:00 PM		6/21/2018 15:43	6/21/2018 14:34	6/21/2018 15:12
Date & Time Proposal Received				
VENDORS				
ITEMS				
		Bennett Enterprises	JJC Enterprises	Bristol Construction Services
	<b>BID AMOUNT</b>			
Washed Sand, 1,250 cubic yards	\$/cy	\$ 25.36	\$ 24.00	\$ -
	subtotal	\$ 31,700.00	\$ 30,000.00	\$ -
Pit-Run Gravel, 6,200 cubic yards	\$/cy	\$ 15.50	\$ 9.55	\$ 10.25
	subtotal	\$ 96,100.00	\$ 59,210.00	\$ 63,550.00
Drain Rock, 150 cubic yards	\$/cy	\$ -	\$ 26.00	\$ 65.00
	subtotal	\$ -	\$ 3,900.00	\$ 9,750.00
Rip-Rap, Class II, 750 tons	\$/ton	\$ -	\$ 80.00	\$ 95.00
	subtotal	\$ -	\$ 60,000.00	\$ 71,250.00
<b>Total Bid Amount</b>		\$ 127,800.00	\$ 153,110.00	\$ 144,550.00

MUST PROVIDE PROOF OF LICENSING AND INSURANCE PRIOR TO NOTICE OF AWARD.

- Dillingham Business License
- State of Alaska Business License
- Certificate of Insurance and Worker's Comp
- Proof of Commercial Insurance
- Vehicle Liability Insurance

APPARENT LOW BIDDER IS HIGHLIGHTED IN ORANGE

## NOTICE OF INTENT TO AWARD

**ISSUE DATE:** June 25, 2018  
**RFP NUMBER AND TITLE:** RFP 2018-01 Furnish Aggregate for FY19  
**RFP DEADLINE:** June 21, 2018 at 4:00 PM  
**BIDDERS OF RECORD INCLUDE:**

-Bennett Enterprises, LLC    -Bristol Construction Services, LLC    -JJC Enterprises, Inc

Based on the criteria established in the Request for Proposal (RFP), the City of Dillingham hereby provides notice of its intent to award the contract to:

**JJC Enterprises, Inc.**

Any bidder who believes the contract has been improperly awarded may file a protest with the City Clerk, Lori Goodell, within 5 days from the date of this notice and appear in person before the City Council according to the provision of the Dillingham Municipal Code Section 4 30 100 E. The next regularly scheduled City Council meeting will be held on August 2, 2018.

The entire Dillingham Municipal Code can be found on the City's website

Prior to issuance of a Notice to Proceed, the successful bidder must provide the licensing and insurance documents as outlined in RFP 2018-01, to the City of Dillingham prior to C.O.B on July 19, 2018.

The successful vendor is instructed not to begin work, purchase materials, or enter into subcontracts relating to the project until both the recipient and the City have signed the contract and a Notice to Proceed has been issued. AS 36.30.365

Sincerely,



Tod Larson  
City Manager  
(907) 842-5148

City of Dillingham  
Fiscal Note

Agenda Date: August 2, 2018

Aggregate for FY19 - Contract with JJC Enterprises for sand, gravel, drain rock and rip rap

ORIGINATOR: Cynthia Rogers

FISCAL ACTION (TO BE COMPLETED BY FINANCE)		FISCAL IMPACT <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
AMOUNT REQUESTED: <span style="float: right;">\$153,110</span> Budget Approved		FUNDING SOURCE <b>City of Dillingham</b>	
FROM ACCOUNT		Project	
1000 7060 30 33 0000 0	\$63,900	<b>Furnish Aggregate per RFP 2018-01</b>	
1000 7391 30 33 0000 0	\$30,000		
1000 7395 30 33 0000 0	\$25,000		
2200 7395 30 81 0000 0	\$34,210		
TO ACCOUNT:	VERIFIED BY: <u>Anita Fuller</u>	Date: <u>7/27/2018</u>	

EXPENDITURES

OPERATING	FY19			
Sand	\$ 30,000.00			
Gravel	59,210.00			
Drain Rock (Rip-Rap)	\$3,900.00			
Rip-Rap	\$60,000			
<b>TOTAL OPERATING</b>	<b>\$ 153,110.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

CAPITAL	\$ -			
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REVENUE	-			
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FUNDING

General & Special Rev. Funds	\$153,110			
State/Federal Funds				
Capital Project				
Other				
<b>TOTAL FUNDING</b>	<b>\$ 153,110</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

POSITIONS

Full-Time				
Part-Time				

Analysis: (Attach a separate page if necessary)

See Action Memorandum 2018-06

PREPARED BY: Anita Fuller *AF* July 27, 2018

DEPARTMENT: Finance

APPROVED BY: *[Signature]*



**City of Dillingham Action Memorandum**

Agenda of: August 2, 2018

Action Memorandum No. 2018-07

**Subject:**

Approve Contract with the State of Alaska Department of Corrections for the Regional and Community Jail for FY19

City Manager: Recommend Approval

Signature: 

Route to	Department Head	Signature	Date
X	Finance Director		
X	Chief of Police		
X	City Clerk		

Fiscal Note:  Yes  No

Funds Available:  Yes  No

**Other Attachments:**

- None

**Summary Statement:**

The City of Dillingham has received the contract for Regional and Community Jail Services. The amount offered by the State DOC is within the range that the City could subsidize a regional jail.

This contract is for the period July 1, 2018 through June 30, 2023. The purpose is to fund the operations of a jail facility and hold prisoners in accordance with The Standards for Jail Operations as adopted by the Governor's Task Force on Community Jails.

Action Memorandum No. 2018-07

Summary Statement continued:

PASSED and APPROVED by a duly constituted quorum of the Dillingham City Council  
on \_\_\_\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

[SEAL]

\_\_\_\_\_  
City Clerk

City of Dillingham  
Fiscal Note

Agenda Date: August 2, 2018

Contract with Stae of Alaska Corrections, Division of Institutions for FY 19.

ORIGINATOR: Public Safety

FISCAL ACTION (TO BE COMPLETED BY FINANCE)		FISCAL IMPACT <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
AMOUNT REQUESTED: \$555,238 Budget Approved		FUNDING SOURCE Corrections Division of Institutions	
FROM ACCOUNT 1000 XXXX 20 24 0000 0 \$555,238		Project Jail Contract	
TO ACCOUNT:	VERIFIED BY: Anita Fuller	Date: 7/27/2018	

EXPENDITURES

OPERATING	FY19			
Personnel	\$ 571,090.00			
Travel	3,435.00			
Supplies	\$34,800.00			
Equipment	\$6,500			
Land/Building	22,800.00			
Misc	\$8,300			
<b>TOTAL OPERATING</b>	<b>\$ 646,925.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

CAPITAL	\$ -			
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REVENUE	22,000.00			
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FUNDING

General & Special Rev. Funds	\$69,687			
State/Federal Funds	\$555,238			
Capital Project				
Other				
<b>TOTAL FUNDING</b>	<b>\$ 624,925</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

POSITIONS

Full-Time	6			
Part-Time				

ANALYSIS: (Attach a separate page if necessary)

See Action Memorandum 2018-07

PREPARED BY: Anita Fuller AF

July 27, 2018

DEPARTMENT: Finance

APPROVED BY: [Signature]



# STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number 2091003	2. Contract Title Regional and Community Jail: Dillingham	3. Agency Fund Code 1004	4. Agency Appropriation Code 201014600-1600000002-3020-5016
5. Vendor Number CIU8415	6. IRIS GAE Number (if used) 2091003	7. Alaska Business License Number Not Applicable	

**This contract is between the State of Alaska,**

8. Department of Corrections	Division Institutions	hereafter the State, and		
9. Contractor City of Dillingham, Police Department <span style="float: right;">hereafter the contractor</span>				
Mailing Address P.O. Box 869	Street or P.O. Box 404 D Street	City Dillingham	State AK	ZIP+4 99576

10. **ARTICLE 1. Appendices:** Appendices referred to in this contract and attached to it are considered part of it.

**ARTICLE 2. Performance of Service:**

2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.

2.2 Appendix B sets forth the liability and insurance provisions of this contract.

2.3 Appendix C sets forth the services to be performed by the contractor.

**ARTICLE 3. Period of Performance:** The period of performance for this contract begins July 1, 2018, and ends June 30, 2019.

**ARTICLE 4. Considerations:**

4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$555,238.00 in accordance with the provisions of Appendix D.

4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:

11. Department of Corrections	Attention: Division of Administrative Services, Accounting
Mailing Address P.O. Box 112000, Juneau, AK 99811-2000	Attention: Janette Perlasca (ph. 907-465-3461)

<b>12. CONTRACTOR</b>		<b>14. CERTIFICATION:</b> I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.
Name of Firm City of Dillingham		
Signature of Authorized Representative	Date	
Typed or Printed Name of Authorized Representative Rose Loera		
Title City Manager (ph. 907-842-5211; fax 907-842-5785)		
<b>13. CONTRACTING AGENCY</b>		Signature of Head of Contracting Agency or Designee <span style="float: right;">Date</span>
Department/Division Corrections, Division of Institutions	Date	
Signature of Project Director		
Typed or Printed Name of Project Director Jacob Wyckoff		
Title Procurement Manager CPPB, C.P.M		
Title Acting Director of Institutions		

**NOTICE: This contract has no effect until signed by the head of contracting agency or designee.**

## APPENDIX A

### GENERAL PROVISIONS

#### Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

#### Article 2. Inspections and Reports.

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

#### Article 3. Disputes.

- 3.1 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

#### Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

#### Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

#### Article 6. No Assignment or Delegation.

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 Project Director and the Agency Head.

#### Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

#### Article 8. 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 State in the performance of this contract.

#### Article 9. Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

**Article 10. Ownership of Documents.**

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

**Article 11. Governing Law; Forum Selection**

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

**Article 12. Conflicting Provisions.**

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

**Article 13. Officials Not to Benefit.**

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

**Article 14. 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, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State 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 15. Compliance.**

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

**Article 16. Force Majeure:**

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

**ALASKA DEPARTMENT OF CORRECTIONS  
CONTRACT FOR REGIONAL AND COMMUNITY JAILS SERVICES  
July 1, 2018 through June 30, 2023**

**Appendix C  
General Terms**

**Parties**

The parties to this contract are the Alaska Department of Corrections, and the Borough/City of Dillingham, herein referred to as the "Borough/City".

**1. Services**

Provide short-term regional and community jail confinement of persons held under **State** law.

This is a contract for the Borough/City to operate a jail facility and hold prisoners in accordance with this contract and The Standards for Jail Operations adopted by the Governor's Task Force on Community Jails (November 18, 1994 edition), hereafter referred to as "The Standards".

The Standards and the final report of the Governor's Task Force are attached as Appendix E to this contract. As adopted by the Governor's Task Force, and as explained in the Document, Chapter 13, sec. 13.05 of Appendix E, these standards were not, and are not, intended to be used in any legal proceeding to establish a "duty of care", or evidence of a legal duty to any person or entity. Rather, these standards were and are intended:

- a. as a statement of professional goals to be achieved;
- b. to promote recognition of needed improvements, both as to facilities and operations;
- c. to promote efficiency; and
- d. to encourage professionalism in the operations of Alaska jails.

As used in this contract, "Community Jail Administrator", "DOC Oversight Officer" and "State Regional & Community Jail Coordinator" has the meaning given in Chapter 13 of The Standards.

As used in this contract, "prisoner" has the meaning given in AS 33.30.901(12), and specifically excludes persons detained under authority of AS 47. This contract allows the Borough/City to hold persons detained under AS 47 in its jail facility, however the Department is authorized to, and will not, compensate the Borough/City for any direct or indirect costs related as AS 47 detainees, including medical or transportation costs.

**2. Sole Agreement**

This contract is the sole agreement between the parties relating to jail services. There are no other agreements, express or implied. This contract represents the Department's sole obligation for payment for the care and custody of prisoners held at the Dillingham Regional and Community Jail participating in the Regional and Community Jails Program during the term of the contract. It is the intention of the parties that no other sums will be billed to or owed by the Department for jail services.

### **3. Effective Date/Termination/Amendments**

This contract is effective **July 1, 2018** and continues in force through **June 30, 2023** except that it may be terminated by either party upon ninety (90) days written notice from the terminating party. This will be a five-year contract.

Contract amendments for additional work can be incorporated through appendices or attachments mutually agreed upon and signed by both parties.

### **4. Responsibilities of the parties**

#### General Responsibilities of the Borough/City

##### The Borough/City Shall

- a. Operate a facility for the care and confinement of prisoners in accordance with this contract and with goals set out in The Standards, including any additions or deletions to The Standards by the Commissioner of Corrections following notice to all community jail administrators and an opportunity to comment.
- b. Comply with the U.S. Civil Rights Act of 1964, as amended (P.L. 88-35-42 USC secs. 2000e-2 and 2000e-3) and Federal regulations implementing the act in the hiring and treatment of its employees and will not subject any prisoner to discrimination on the grounds of race, creed, color, religion, national origin, sex.
- c. Permit reasonable visitation for prisoners as set out in The Standards. A record or log of all prisoner visitors will be kept indicating date, time and identity of each visitor.
- d. Protect prisoner property by taking proper precautions and providing the necessary policies and procedures to protect the property from loss or destruction.
- e. Not accept a prisoner into the facility under this contract if the person is unconscious or in immediate need of medical attention, and shall not be entitled to reimbursement for immediate medical services provided to such a person. The Borough/City shall provide necessary medical care for prisoners accepted into the facility under this contract, and shall be entitled to reimbursement by the Department for the cost of such care, per Section C6 of this contract.
- f. Immediately notify the Department of Corrections, the nearest post of the Alaska State Troopers, and any police agencies in the general vicinity of the jail facility if a prisoner escapes or leaves the premises of the facility without authority. The Borough/City shall make every reasonable effort to return the prisoner to the facility without cost to the Department of Corrections, as long as there are reasonable grounds to believe the prisoner is within the Borough/City limits.
- g. Adopt and enforce rules concerning smoking by prisoners and staff consistent with State statutes and regulations, keeping in mind the health and welfare of all prisoners and staff personnel.
- h. Maintain prisoner records showing the prisoner's time served, the date and time the prisoner was booked in, the date and time of changes to custody, notations about the

prisoner's institutional adjustment, and records of medical and dental treatment. These prisoner records must be in a prisoner's file when they are transferred from the regional and community jail facility to another state correctional facility.

- i. Immediately, but, in no event more than 24 hours following receipt of notice, report to the Department of Corrections all claims concerning the jail facility that could foreseeably affect the legal liability of either party to this contract and cooperate with the Department of Corrections in the defense and/or settlement of the claim.
- j. Purchase and maintain in force at all times during the performance of services under this agreement the policies of insurance listed in the contract. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Borough's/City's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.
- k. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Borough's/City services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS21.
- l. The Borough / City shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and where applicable, any other statutory obligations including but not limited to Federal U.S.L.&H. and Jones Act requirements. This policy must waive subrogation against the state. The Borough/City shall be responsible for insuring that any subcontractor who directly or indirectly provides services under this contract will maintain Worker's Compensation Insurance.
- m. Provide and maintain comprehensive general liability insurance, with a combined single limit per occurrence of not less than \$1,000,000.00 covering activities associated with or arising out of this contract, to include jail keeper's legal liability coverage. The State shall be added as an additional insured under such policies. The Borough/City shall be solely responsible for the payment of claims or losses to the extent they fall within the deductible amount of such insurance. This insurance shall be primary to any other insurance or self insurance carried by the State.
- n. Hold that the Borough / City shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Borough / City under this agreement up to the Borough / City policy limits as noted in Section 4(m). The Borough / City shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Borough / City and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Borough / City" and "Contracting agency", as used within this and the following article, include the employees, agents and other Borough / City who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's

selection, administration, monitoring, or controlling of the Borough / City and in approving or accepting the Borough / City work.

- o. Provide and maintain comprehensive automobile liability insurance, covering all owned, hired and non-owned vehicles used during the provision of services under this contract with coverage limits not less than \$100,000.00 per person, \$300,000.00 per occurrence bodily injury and \$50,000.00 property damage.
- p. The regional and community jail must use an accounting system that records all expenditures on an ongoing basis and must provide a record of these expenditures to the oversight agency on a quarterly basis in a format prescribed by the oversight agency.
- q. The regional and community jail must prepare and present an annual operational budget that reflects the necessary resources required for facility operations. Operational budget will be prepared in the manner and detail prescribed by the oversight agency and will include a staffing plan showing in detail staff assignments and the number of full and part-time positions.
- r. Annual operational budget for each fiscal year is due to the Department's State Regional and Community Jail Administrator on July 15 of each year.
- s. Annual budget request for each fiscal year is due to the State Regional and Community Jail Administrator on October 1 of each year for inclusion in the annual Department of Corrections' fiscal year operating appropriations request annually. For example; Fiscal Year 2020 is due to the State Regional and Community Jail administrator on October 1, 2018 for inclusion in the annual Department of corrections' fiscal year 2020 operating budget request.
- t. By October 1 of each fiscal year, the Regional and Community Jail Administrator must provide their request for the next fiscal year capital project request. Failure to meet this deadline may result in no capital project request for the next fiscal year
- u. Quarterly financial reports are due to the state regional and community jail administrator on the following dates of each fiscal year:
  - July – September – quarterly and year-to-date financial statement due on October 31.
  - October – December – quarterly and year-to-date financial statement due on January 31.
  - January – March – quarterly and year-to-date financial statement due on April 30.
  - April – June– quarterly financial and year-to-date financial statement due on July 31.
- v. Provide a monthly accounting of prisoner statistics by the 15<sup>th</sup> day of the month following the monthly period covered on forms provided by the Department of Corrections. The forms shall include specific information on each prisoner housed during the reporting period to include the prisoner's name, the number of man-days, the charge or reason for incarceration, the dates of incarceration, the arresting agency and other information as requested on the forms.

“Man-day” indicates a prisoner was confined for more than four (4) hours in one twenty-four hour calendar day. If a prisoner had been confined for less than or equal to (4) hours in one calendar day, the accounting shall indicate one-half man-day.

- w. Not operate furlough or release programs for pre-sentenced prisoners held, unless ordered by a court. The Borough/City shall not permit a furlough or release for any sentenced prisoners without the consent of the Department of Corrections.
  
- x. Regional and Community Jails accessing the Agency’s Alaska Corrections Offender Management System (ACOMS) will require all jail personnel using the ACOMS System to undergo a DOC background security check. The Regional and Community Jail Administrator will submit the following information for each person accessing the ACOMS System for security review by DOC:
  - (1) Full name
  - (2) Residence address
  - (3) Telephone
  - (4) Date of birth
  - (5) Valid drivers license and state of issue, or other photo identification
  - (6) Social Security number

The Jail Administrator, with assistance from the State Regional and Community Jail Administrator, will develop Policy and Procedures for monitoring jail staff to ensure system security, confidentiality and the use of the ACOMS System only for Regional and Community Jail business. The Jail Administrator will immediately notify the Regional and Community Jail Coordinator if jail staff with access to the ACOMS System leave their employment.

Regional and Community Jail will be responsible for ongoing telecommunications costs such as line charges, connection fees and internet service provider fees, etc.

- y. The Contractor shall comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The Contractor shall also comply with all Department policies and procedures that relate to PREA to include but not limited to: conducting investigations, background checks, audits and training. The Contractor is responsible for all costs associated with PREA compliance, to include certification by an accredited auditor.

## **5. General Responsibilities of the Department of Corrections**

The Department of Corrections shall:

- a. Reimburse the Borough/City for necessary medical care under section C6 of this Contract.

- b. Not be responsible for the management of local jail facility prisoner population. It is the policy of the Department of Corrections to detain and confine only prisoners from the normally serviced region of the respective facilities. However, in the case of an emergency or for necessary population or security management purposes, prisoners may be transferred from other areas of the State.
- c. Be permitted to inspect, at all reasonable times, any facility used by the Borough/City to house prisoners that are confined, in order to determine if that facility is complying with The Standards and with this agreement.
- d. Provide on-going technical assistance and training for regional and community jails requesting access to the ACOMS System. The Department of Corrections will conduct security checks, with information provided by the Jail Administrator, for all jail staff requesting access to the ACOMS System. All related telecommunications charges (such as telephone company lines fees or tolls and internet service provider fees, or special charges for initial line installation) will be the responsibility of the community jail.
- E Throughout the contract term, the DOC Oversight Officer will perform audits to ensure that the Borough / City are following PREA guidelines.

**6. Medical and Dental Care and Reimbursement**

The Borough/City shall:

- a. Provide necessary medical care to prisoners accepted into the Regional and Community Jail facility under this contract. Prisoners who require medical attention are to be provided treatment as soon as possible, taking into consideration the nature of the illness or injury. If medical care is provided outside of the jail facility, the Regional and Community Jail Administrator shall provide transport to the off-site medical facility and necessary security as required by paragraph 7a of this contract.

As used in this contract, “necessary medical care” has the meaning given in Chapter 13 of The Standards. If requirements of this definition are otherwise met, the following are included within the term “necessary medical care” and subject to reimbursement:

- (1) psychological or psychiatric care; and
- (2) dental care to:
  - i. control bleeding;
  - ii. relieve pain;
  - iii. eliminate acute infection;
  - iv. prevent pulp decay and imminent loss of teeth through operative procedures; and
  - v. treat injuries to teeth or repair supporting dental structures, caused by accident or injury.
- b. Maintain control of and dispense medicines to prisoners in compliance with The Standards and directions specified by a physician or other qualified health care provider, and take reasonable steps to guard against misuse or overdose of medicines by prisoners.

- c. Adopt emergency medical procedures and make available telephone numbers for medical, psychiatric, or other health services, so that staff will have ready access to such information.
- d. Obtain approval from the Department before incurring liability for medical care which reimbursement is sought, except in the case of emergency care that must be provided to the prisoner before approval from the Department of Corrections can be obtained. The Borough/City shall make a reasonable effort to obtain approval from the Department of Corrections and shall promptly, but in no event later than the next working business day, notify the Department of Corrections of any emergency for which medical care was provided before such approval could be obtained. Approval from the Department of Corrections will not be unreasonably withheld. To obtain approval Borough/City staff should contact the Department of Corrections Central Office during normal working hours Monday through Friday 8:00am to 4:30pm at (907) 269-7300, after hours, weekends and holidays contact the Anchorage Correctional Complex Medical Unit at (907) 269-4233.
- e. Be entitled to reimbursement from the Department of Corrections for expenses of necessary medical care provided under paragraph 6a and approved under paragraph 6d. In applying for reimbursement, the Borough/City must follow the procedure set out in paragraph 6f. The Borough/City will not be entitled to reimbursement for the hiring of emergency guards or other medically related security costs, or for medical care for persons
  - (1) held under the authority of AS 47,
  - (2) accepted into the facility while unconscious or in immediate need of medical attention,
  - (3) receiving medical services for elective, cosmetic or other medical services that are not necessary medical care, or

Medical services provided to prisoners who have been properly accepted into the Borough/City jail facilities under this contract shall not, however, be challenged by the Department merely because they were rendered immediately or shortly after the prisoner was accepted.

- f. Request reimbursement by submitting to the Department of Corrections a properly certified accounting containing:
  - (1) a copy of the medical bill with the prisoner's name and a description of the services rendered,
  - (2) a copy of the monthly booking form showing the prisoner's date and time of booking, and
  - (3) a copy of the medical payment request form.

The Regional and Community Jail Administrator will make reasonable effort and take appropriate steps to assure that the Department of Corrections is billed only for necessary and required medical services beyond the payment limits of the prisoner or

any insurance carrier or other third-party payer.

## **7. Transfers and Transportation of Prisoners**

The parties agree that:

- a. The Borough/City shall provide transportation and supervision for medical care provided within local boundaries as required by paragraph 6(a). Supervision must be adequate to prevent escapes, prevent inappropriate contact with others, prevent possession of contraband and provide security for the prisoner and the public.
- b. The Borough/City shall immediately notify the Department of Public Safety to request that a prisoner be transferred from the facility to one outside of local boundaries because;
  - (1) a court has ordered the transportation;
  - (2) the prisoner has been incarcerated in the facility for 7 consecutive days, unless a court has ordered that the prisoner remain in the facility or the prisoner has signed a written waiver requesting to remain in the facility; or
  - (3) the Regional and Community Jail Administrator believes a transfer is necessary for security or population management reasons.
- c. The Borough/City shall continue to hold prisoners, notwithstanding the existence of grounds for a transfer, until the Department of Public Safety arranges transportation for the prisoner.
- d. The City shall, when the prisoner leaves the facility, furnish the transporting officer with the prisoner's file described in paragraph 4h of this agreement.

## **8. Sentenced Electronic Monitoring**

The Borough/City has the option to use electronic monitoring. If the Borough/City is interested in electronic monitoring, please contact DOC to coordinate an Amendment to this contract and utilization of the DOC BI, Inc. Electronic Monitoring contract.

### **Sentenced Electronic Monitoring:**

The Department will provide additional funds if the Borough/City will take Sentenced EM placements and supervise them. The Department will provide \$10,000 for the first 1-5 inmates and \$5,000 for each additional 5 inmates annually. If a Borough/City has any number between 1-5 at any given time during a fiscal year, example 7/1/18 through 6/30/19, they will receive the full \$10,000. If the City/Borough exceeds 5 and has any number between 6-10, they will receive the full \$5,000, for any number between 11-15 at

any given time during the fiscal year they will receive another \$5,000 in full and so on for each additional 5 Sentenced EM placements, they will receive another \$5,000.

To further illustrate, by way of example, if a Borough/City had for any particular month in a fiscal year 26 Sentenced EM placements they would receive \$35,000 for that fiscal year. The breakdown of the \$35,000 is: 1-5 Sentenced EM \$10,000 + 6-10 Sentenced EM \$5,000 + 11-15 Sentenced EM \$5,000 + 16-20 Sentenced EM \$5,000 + 21-25 Sentenced EM \$5,000 + 26<sup>th</sup> Sentenced EM \$5,000 = a total of \$35,000.

If a Borough/City elects to participate in the Sentenced Electronic Monitoring they will automatically receive \$10,000 and it will be added to Appendix D. If at any time throughout the contract they exceed 5 Sentenced EM placements they will receive an additional \$5,000 for each additional 5 Sentenced EM placements. The Department is not going to prorate this by day or period of time, it will add the additional \$5,000 for every additional 5 Sentenced EM placements when either notified by the Borough/City through their monthly count sheets or the DOC recognizes the additional Sentenced EM placements on the monthly count sheets. The DOC will exercise a unilateral amendment and automatically add the funds to their contract. The unilateral amendment will be used to expedite the amendment process for both parties, only as it applies to this Section 8 Sentenced Electronic Monitoring.

If an inmate has been sentenced and only has 20-30 days they can go to Sentenced EM, stay in their community and not have to be housed in the jail or transported out of their community to a prison. If prisoners on Sentenced EM run away or violate the conditions of their EM placements, they will go to prison.

## **9. Pretrial Program Services**

### **a. Assessment & Database Collection:**

Complete training and comply with DOC policies for the following program services:

Complete inmate bookings by utilizing the ACOMS software system. Complete and submit the Alaska pretrial risk assessment tool (AK-2S), located in the ACOMS software application and submit release recommendations for the courts. Meet all risk assessment and recommendation timeline requirements by scheduled initial appearances. Participate in remedial training and quality evaluation as needed.

Document all contacts and pretrial actions with defendants in the ACOMS software application to ensure proper and complete records are maintained. Notify and file pretrial status and/or violation reports and paperwork through the court as needed.

**\*\*\*Service currently included in the contract. Price included for this service is \$8,516.00\*\*\***

### **b. Community Pretrial Electronic Monitoring:**

Complete training and comply with DOC policies for the following program services:

Defendants may be required to have electronic monitoring (EM). Electronic monitoring requires that defendants are fitted with the proper device at the time of release. Related data with regard to the defendant and the EM restrictions should be loaded into the web based database utilized for EM and also noted in the ACOMS software application. Most

defendants on EM will be moderate or high risk defendants, but low risk defendants may also be placed on EM with court orders. EM also requires monitoring of the system and response to EM alarms and alerts. This can be accomplished in a variety of ways, such as EM monitoring by DOC staff, monitoring by community jail staff, or monitoring by local dispatchers, who will then contact local providers, Police Departments (PDs), for response to alerts and alarms. Defendants placed on EM may require occasional action such as notification to the court for those in violation of release conditions. Coordination for arrests may also be required for defendants who are in violation. Community and Regional Jails will not charge pretrial defendants a fee for EM services.

Documentation of all contacts and pretrial actions with defendants must be entered in the ACOMS software application to ensure proper and complete records are maintained. It may be necessary to file reports and paperwork through the court in the event of violations.

**\*\*\*Service currently included in the contract. Price included for this service is \$19,871.00\*\*\***

**c. Community Pretrial Monitoring and Pretrial Supervision**

Complete training and comply with DOC policies for the following program services:

Defendants placed on Pretrial monitoring may require occasional action such as phone contact for reminders about upcoming court appearances, or home visits for defendants to ensure compliance with release conditions. Notification to the court or potential coordination for arrests may also be required for defendants who are in violation.

Provide Pretrial supervision for low, moderate and high risk pretrial defendants who are released from jail. Pretrial supervision involves occasional office visits (when necessary), random home visits, and phone contact with defendants as well as reminders about upcoming court appearances. Defendants placed on Pretrial supervision may require occasional action such as drug and alcohol testing as well as notification to the court for those in violation of release conditions. Coordination with Pretrial for arrests may also be required for defendants who are in violation.

Documentation of all contacts and pretrial actions with defendants must be entered in the ACOMS software application to ensure proper and complete records are maintained. It may be necessary to file reports and paperwork through the court in the event of violations.

**\*\*\*Service currently not included but can be added via amendment throughout the life of the contract\*\*\*. The amount for this service would be: \$7,097.00**

**d. Diversion Programs**

Complete training and comply with DOC policies for the following program services:

Coordinate diversion programs with prosecutors, treatment providers, law enforcement, and other interested parties. Diversion programs will be tailored to each community and what can be offered and supported. Programs will be clearly defined with related performance measurements. Develop and implement programs to divert appropriate defendants to services while still achieving public safety outcomes. Funding allocation

for diversion programs will be distributed upon program authorization by the Pretrial Services Director.

Documentation of all contacts and pretrial actions with defendants must be entered in the ACOMS software application to ensure proper and complete records are maintained. It may be necessary to file reports and paperwork through the court in the event of violations.

**\*\*\*Service currently not included but can be added via amendment throughout the life of the contract\*\*\*. The amount for this service would be: \$18,925.00**

**ALASKA DEPARTMENT OF CORRECTIONS  
CONTRACT FOR REGIONAL AND COMMUNITY JAIL SERVICES  
July 1, 2018 through June 30, 2023**

**Appendix D  
Payment Provisions**

1. The base contract amount for the City / Borough of Dillingham is **\$526,851.00**. The **Pretrial Services contract amount is \$28,387.00 (Assessment & Database Collection \$8,516.00 + Community Pretrial Electronic Monitoring \$19,871.00)**. The **total contract amount is at \$555,238.00** for the period from **July 1, 2018 through June 30, 2019** and represents the total payment due for FY 19. This will be a five-year contract that includes Pretrial Services programs and options to add Sentenced Electronic Monitoring to the contract. 8 Beds
2. It is specifically agreed by the parties that the Department of Corrections is not funded for and will not provide annual in-service training as set out in Section 10.01 of The Standards, unless funding is provided by the Alaska Legislature or the City.
3. The City / Borough shall be prohibited from utilizing funds received under this contract for any purpose other than operation of Regional and Community Jail facility. Any funds received by the City / Borough under this contract that are utilized for purposes other than those authorized by this contract shall be reimbursed to the State and deposited to the general fund.

G:\supply\CommunityJailContract\Comm Jail FY19 to FY23\Dillingham.doc

Appendix List:

- A General Provisions
- B Not used
- C General Terms and Indemnity and Insurance related language
- D Payment Provisions
- E State of Alaska, Community Jails Program: Standards for Jail Operation  
As produced and adopted by the Governor's Task Force on Community Jails,  
November 1994



April 12, 2018

Erika McConnell  
State of AK, Dept. of Commerce, Community and Economic Development  
Alcohol & Marijuana Control Office  
550 W. 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501

Subject: Renewal Alaska '49 LLC d/b/a Olsen's Willow Tree Inn, License No. 1242

Dear Erika:

This is in response to Alaska '49 LLC's request for a Liquor License Renewal received in this office February 16, 2018. As stated in your notice the governing body has 60 days to respond. A copy of the renewal application is attached.

The Council voted at their April 5, 2018 council meeting to protest the renewal. The current status regarding the state of all accounts with the city was discussed. Specifically, the delinquent nature and length the accounts have been in arrears. Utilities have been past due since June of 2017, the last sales tax return was for June of 2017, and real property taxes for 2017 are also unpaid. The City endeavors to encourage businesses in Dillingham, but Council felt it necessary to protest this renewal due to the consistent past due condition of accounts.

All city council meetings are advertised and adhere to the open meetings act. The meeting agenda is posted on the city website, the city Facebook page, forwarded to a local Facebook group, posted three local locations, as well as emailed to various sites in town for posting.

Please do not hesitate to contact us with any questions. My direct line is 907-842-5212, or email [cityclerk@dillinghamak.us](mailto:cityclerk@dillinghamak.us).

Sincerely,

A handwritten signature in blue ink that reads "Lori Goodell".

Lori Goodell  
City Clerk

Enclosures: Renewal License Application  
City's Liquor License Application Review Form

Emailed to: Erika McConnell, [amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov)

cc: LaPreal Bauer, [labauer1979@yahoo.com](mailto:labauer1979@yahoo.com)  
Tod Larson, City Manager

**Mayor**  
Alice Ruby

**Manager**  
Tod Larson



**Dillingham City Council**  
Chris Napoli  
Chris Maines  
Aksel Buholm  
Curt Armstrong  
Andy Anderson  
Paul Liedberg

## MEMORANDUM

**Date:** July 26, 2018  
**To:** City Council  
**From:** Anita Fuller, Finance Director  
**Subject:** Status of Alaska 49, LLC dba Willow Tree; Account #101027

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Upon review of the Willow Tree account #101027 the following facts were discovered as of the date 07/26/2018:

- 2018 taxes are the only amounts due on the account. This is due on November 1, 2018.
- There is a small credit of \$71.58 on the account from an overpayment of sales tax from 2017.
- Utilities are paid in full.
- On July 11, 2018 a payment of \$11,768.18 was received:
  - \$4,311.95 for 2017 RP (was due November 1 2017).
  - \$7,288.36 for utilities covering dates 06/30/2017 to 06/30/2018.
  - \$167.87 for two invoices dated 08/16/2017 which was for April 2017 Sales Tax Penalties and Interest.
- Last sales tax report received was for June 2017. This was paid on 10/02/2017.



THE STATE  
of **ALASKA**  
GOVERNOR BILL WALKER

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

ALCOHOL & MARIJUANA CONTROL OFFICE  
550 West 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
Main: 907.269.0350

June 19, 2018

Alaska '49 LLC  
DBA Willow Tree Inn  
PO Box 630  
Dillingham, AK 99576

Re: Willow Tree Inn, License #1242

Dear Alaska '49 LLC:

At the June 12, 2018, meeting of the Alcoholic Beverage Control Board in Anchorage, Alaska, the board upheld the protest of your license renewal by the City of Dillingham with a 30-day abeyance. This means that the City of Dillingham must withdraw its protest of your license renewal by July 19, 2018; otherwise the renewal is denied. The city protested the renewal due to unpaid taxes and utility bills.

Please contact [alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov) with any questions.

Sincerely,

A handwritten signature in cursive script that reads "Erika McConnell".

Erika McConnell  
Director

cc: License File  
City of Dillingham





July 20, 2018

Alaska '49 LLC  
DBA Willow Tree Inn  
PO Box 630  
Dillingham, AK 99576

Re: Expiration and Mandatory Cessation of Operations of License #1242, DBA Willow Tree Inn

## **YOUR LIQUOR LICENSE HAS EXPIRED**

Dear Alaska '49 LLC:

At the June 12, 2018, meeting of the Alcoholic Beverage Control Board in Anchorage, the board voted to uphold the City of Dillingham's protest of your license renewal for non-payment of taxes, with a 30-day abeyance to provide you with a final opportunity to pay the taxes owed. Because the protest was not lifted within the 30 days set by the board, the board denies the renewal of your beverage dispensary license in accordance with AS 04.11.330(b): "*An application for renewal of a license may be denied if the applicant is delinquent in the payment of taxes if the tax liability arises in whole or in part out of the licensed business;*" and AS 04.11.480(a): "*...If an application or continued operation is protested, the board shall deny the application or continued operation unless the board finds that the protest is arbitrary, capricious, and unreasonable.*" Because the license renewal is denied, the license is no longer valid and cannot be transferred. **You must cease operation of the license immediately and may not serve or sell alcohol.**

Because your application has been denied, you have the right to an informal conference with the director or the board under AS 04.11.510(b)(1), which you may initiate in writing within 15 days of receiving this letter.

AS 04.11.510(b)(1) also provides you with a means to appeal the board's decision. Specifically, you are entitled to a formal hearing conducted by the Office of Administrative Hearings. If you request an administrative hearing, the Office of Administrative Hearings will adhere to AS 44.62.330 – AS 44.62.630 (the Administrative Procedures Act) and will assign an administrative law judge to hear the matter. You may hire an attorney to represent you in such a hearing, but are not required to.

Please consider this letter as a Statement of Issues as required by AS 44.62.370. If you intend to request a hearing, you must notify AMCO in writing within 15 days of receiving this notice, although the 15 day period is held in abeyance between the date of request of an informal conference (should one be requested) and the holding of the informal conference. A Notice of Defense form is enclosed for this purpose; however, you may submit any written notice that meets the requirements of AS 44.62.390.

Willow Tree Inn  
July 20, 2018  
Page 2

Your Notice of Defense must be sent to:

Administrative Officer  
Alcohol and Marijuana Control Office  
550 West 7th Ave, Suite 1600  
Anchorage, AK 99501

You may contact me with any questions or to request additional information. However, I cannot provide you with any legal advice.

Sincerely,



Erika McConnell  
Director

cc: License File  
AMCO Enforcement  
City of Dillingham

Things not looking quite right? [View this email in your browser](#)



## Alaska Rural Veterinary Outreach

*Helping Alaska's rural pets, people, and communities.*

July 2018 Update



### **4 Spring Clinics, 77 Surgeries, 118 Additional Vaccines**

Thank you so much, generous donors, for making it possible for us to provide clinics in Yakutat, Dillingham, Aniak and Tyonek. [Click here for more info and pictures of your generosity at work.](#)

*P.S. Plans for this fall include clinics in Nondalton, Noorvik and Noatak.*

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## A Quick Peek at Spring, 2018 Clinics

### YAKUTAT

19 surgeries, and 45 additional vaccines, health issues, general wellness.

Many thanks to Team Yakutat: Dr. Jennifer Bando, LVT Cody Czer-Ransom, Tech Jolaine Polak, and local coordinator-extraordinaire, Susan Oehlers.



### DILLINGHAM

31 surgeries, and 25 additional vaccines, health issues, general wellness.

Many thanks to Team Dillingham: Dr. Brian Davidson, LVT Pam Murphy, VT Morgan Summers, and Dillingham's amazing Animal Control Officer, Dan Boyd.

