

697

HCRRA

HB 68

697

① ~~File - Tanana Const Correspondence~~ (0/9/77)
② File - Tanana Const Correspondence
Council " "

September 23, 1977

Engineering Manpower Services
1711 Glacier Avenue
Juneau, Alaska 99801
Attn: George Davidson

Dear Mr. Davidson:

In July of this year I wrote a letter concerning the construction of Village Safe Water projects in the communities of Tanana and Council. Your consulting firm expressed interest in working on one or both of these projects.

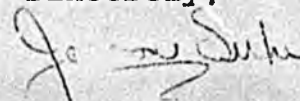
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I sincerely hope that you will continue your interest in the Village Safe Water program. I am hopeful that we will have more construction projects in the future, and that at such time you will again be interested in working with us.

Thank you for your cooperation in our consultant selections.

Sincerely,



Jordan Suhr
Sanitary Engineer
Village Safe Water

September 23, 1977

Galliett & Associates
746 "F" Street
Anchorage, Alaska 99501
Attn: Harold Galliett

Dear Mr. Galliett:

In July of this year I wrote a letter concerning the construction of Village Safe Water projects in the communities of Tanana and Council. Your consulting firm expressed interest in working on one or both of these projects.

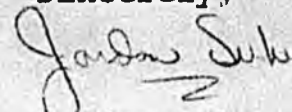
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Sincerely,



Jordan Suhr
Sanitary Engineer
Village Safe Water

September 23, 1977

Philleo Engineering &
Architectural Services
529 Sixth Avenue
Fairbanks, Alaska 99701
Attn: Howard Isberg

Dear Mr. Isberg:

In July of this year I wrote a letter concerning the construction of Village Safe Water projects in the communities of Tanana and Council. Your consulting firm expressed interest in working on one or both of these projects.

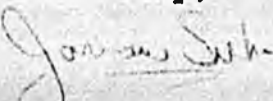
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Sincerely,



Jordan Suhr
Sanitary Engineer
Village Safe Water

September 23, 1977

Charles Pool & Associates
1225 Tongass
Ketchikan, Alaska 99901
Attn: Jim Lutz

Dear Mr. Lutz:

In July of this year I wrote a letter concerning the construction of Village Safe Water projects in the communities of Tanana and Council. Your consulting firm expressed interest in working on one or both of these projects.

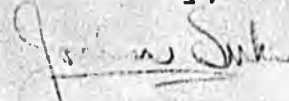
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Sincerely,



Jordan Suhr
Sanitary Engineer
Village Safe Water

September 23, 1977

Toner & Nordling
114 South Franklin Street
P.O. Box 570
Juneau, Alaska 99802
Attn: Felix Toner

Dear Mr. Toner:

In July of this year I wrote a letter concerning the construction of Village Safe Water projects in the communities of Tanana and Council. Your consulting firm expressed interest in working on one or both of these projects.

Since early August this Department has been reviewing the credentials of all consulting firms that expressed interest in the program. Someone directly associated with the Village Safe Water program has had personal contact with all interested firms. In many cases I personally visited with members of the firm.

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Sincerely,



Jordan Suhr
Sanitary Engineer
Village Safe Water

September 23, 1977

Michael Baker, Jr.
1512 Cushman
Fairbanks, Alaska 99701
Attn: William McMullen

Dear Mr. McMullen:

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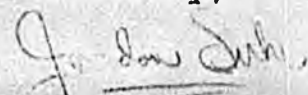
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Sincerely,



Jordan Suhr
Sanitary Engineer
Village Safe Water

September 23, 1977

Ted Forsi & Associates
107 West 6th Avenue, Suite 205
Anchorage, Alaska 99501
Attn: Ted Forsi

Dear Mr. Forsi:

In July of this year I wrote a letter concerning the construction of Village Safe Water projects in the communities of Tanana and Council. Your consulting firm expressed interest in working on one or both of these projects.

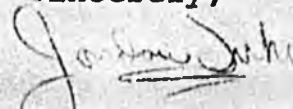
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Sincerely,



Jordan Suhr
Sanitary Engineer
Village Safe Water

September 23, 1977

Bomhoff & Associates
1020 West International Airport Road
Anchorage, Alaska 99502
Attn: James Voeller

Dear Mr. Voeller:

In July of this year I wrote a letter concerning the construction of Village Safe Water projects in the communities of Tanana and Council. Your consulting firm expressed interest in working on one or both of these projects.

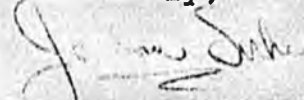
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Sincerely,



Jordan Suhr
Sanitary Engineer
Village Safe Water

September 23, 1977

Tryck, Nyman & Hayes
740 "I" Street
Anchorage, Alaska 99501
Attn: Frank Nyman

Dear Mr. Nyman:

In July of this year I wrote a letter concerning the construction of Village Safe Water projects in the communities of Tanana and Council. Your consulting firm expressed interest in working on one or both of these projects.

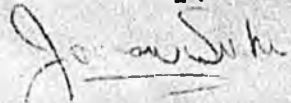
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Sincerely,



Jordan Suhr
Sanitary Engineer
Village Safe Water

September 23, 1977

CH2M/Hill
310 "K" Street
Anchorage, Alaska 99503
Attn: Alan Hill

Dear Mr. Hill:

In July of this year I wrote a letter concerning the construction of Village Safe Water projects in the communities of Tanana and Council. Your consulting firm expressed interest in working on one or both of these projects.

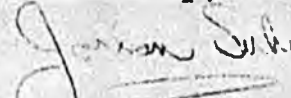
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Sincerely,



Jordan Suhr
Sanitary Engineer
Village Safe Water

September 23, 1977

DOWL Engineers
4040 "B" Street
Anchorage, Alaska 99503
Attn: Ken Walch

Dear Mr. Walch:

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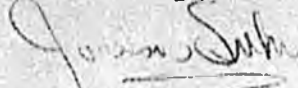
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Sincerely,


Jordan Suhr
Sanitary Engineer
Village Safe Water

September 23, 1977

Quadra Engineering
117 East 53rd Avenue
Anchorage, Alaska 99502
Attn: Calvin West

Dear Mr. West:

In July of this year I wrote a letter concerning the construction of Village Safe Water projects in the communities of Tanana and Council. Your consulting firm expressed interest in working on one or both of these projects.

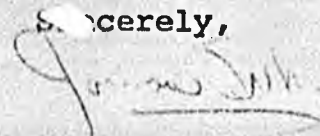
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Sincerely,



Jordan Suhr
Sanitary Engineer
Village Safe Water

September 23, 1977

R & M Engineering
5024 Cordova
Anchorage, Alaska 99503
Attn: James Rooney

Dear Mr. Rooney:

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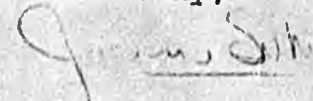
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Sincerely,



Jordan Suhr
Sanitary Engineer
Village Safe Water

September 23, 1977

Wakon Redbird & Associates
600 West 53rd Avenue
Anchorage, Alaska 99502
Attn: Wakon Redbird

Dear Mr. Redbird:

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Sincerely,


Jordan Suhr
Sanitary Engineer
Village Safe Water

September 23, 1977

Wince-Corthell & Associates
P.O. Box 3-394
Anchorage, Alaska 99501
Attn: Frank Wince

Dear Mr. Wince:

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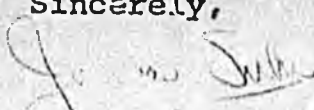
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Sincerely,


Jordan Suhr
Sanitary Engineer
Village Safe Water

ARTICLES OF INCORPORATION
OF
COUNCIL SAFEWATER CORPORATION

We, the undersigned natural persons of the age of nineteen years or more, acting as incorporators of a corporation under the Alaska Nonprofit Corporation Act, adopt the following Articles of Incorporation for such Corporation:

ARTICLE I

The name of the Corporation shall be: Council Safe Water Corporation.

ARTICLE II

The period of duration: Perpetual (see Article IV, number 1).

ARTICLE III

The purpose for which this Corporation is organized are to engage in construction, ownership, and management of a sanitation facility to be built in Council as authorized by the State of Alaska Village Safe Water Act (AS 46.07).

ARTICLE IV

Provisions, not inconsistent with law, which the incorporators elect to set out in the Article of Incorporation for the regulation of the internal affairs of the Corporation, including provision for distribution of assets on dissolution or final liquidation:

1. The Council Safe Water Corporation is organized to construct, own, and manage a Village Safe Water (VSW) facility in Council as called for in Paragraph C, Section 46.07.050, at such time as the Village might incorporate, the newly incorporated City will assume the powers and duties of this Corporation; whereupon this Corporation will commence action for voluntary dissolution.

ARTICLE VII

The names and addresses of the incorporator(s) of the Corporation are as follows:

Max Gray
John Fisher
Don Wilson

Council, Alaska
Council Alaska
Council AK 99750

IN WITNESS WHEREOF, we have executed these Article of Incorporation this 17 day of September, 1977.

Max Gray
Incorporator

John Fisher
Incorporator

Don Wilson
Incorporator

Incorporator

Incorporator

Natary
Doris Messer Nome, Alaska
expires Oct 15, 1977

STATE OF ALASKA

DEPT. OF ENVIRONMENTAL CONSERVATION

JAY S. HAMMOND, GOVERNOR

POUCH 0 - JUHEAU 99111

October 4, 1977

Mr. Jake Titus
Board Chairman
Council Safewater Corporation
Council, Alaska

Dear Mr. Titus:

Governor Jay Hammond has asked me to convey his pleasure in advising you that Council has qualified to receive a grant, through the Village Safe Water (VSW) Program, for design of a central sanitation facility. As we understand your desires, the facility is to include a safe and dependable year round water supply and a central waste disposal area.

When the design is complete, we anticipate offering you a second grant, as funds become available, for actual construction costs for the facility.

Acceptance of this design grant is subject to the following grant conditions.

- 1) Council Safewater Corporation (hereafter called the Corporation) will retain a consulting engineering firm licensed to do business in Alaska, to design the Council VSW facility. In previous discussions, we understand the Corporation is selecting Ellerbe Alaska as the consulting design firm.
- 2) The Corporation will enter into a design contract with the consulting engineering firm selected in item (1) above, specifying the engineering planning and review requirements of the consultant. ADEC will assist the Corporation in preparing the contract, and it must be approved by the ADEC before being signed by the Corporation. Under the design grant, VSW funds will be used by the Corporation to pay expenses specified in the contract. Funds will be accounted for and disbursed in accordance with provisions of the design contract. Additional reasonable accounting requirements may be established during the life of the project.

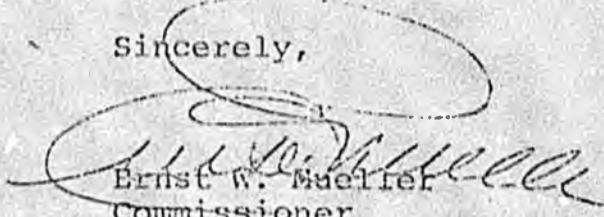
October 4, 1977

- 3) If a VSW construction grant is offered to the Corporation, the Corporation will retain a consulting engineering firm licensed to do business in Alaska to manage construction of the VSW facility. ADEC will assist the Corporation in selecting the consulting construction management firm. The Corporation will enter into a construction management contract with the consulting engineering firm so selected specifying the construction management requirements of the consultant. ADEC will assist the Corporation in preparing the construction management contract, and that contract must be approved by ADEC before it is signed by the Corporation. Under the construction grant VSW funds will be used by the Corporation to pay construction expenses approved by ADEC as specified in the construction management contract.
- 4) The Corporation will establish and maintain a separate bank account into which all VSW design grant funds will be deposited, and out of which all VSW design expenses will be paid. If a VSW construction grant is offered to the Corporation, all construction grant funds will be deposited in the same account and used only for actual construction expenses. No other funds will be deposited in the VSW account without prior approval by ADEC.
- 5) Upon completion of the Village Safe Water facility to the satisfaction of the Corporation and according to the technical requirements of ADEC the Corporation agrees to make every reasonable effort to provide for its continued operation and maintenance.

If you wish to accept this Village Safe Water design grant offer subject to the above grant conditions, please so indicate by appropriate signatures at the end of this letter. If you have questions about the grant or wish to suggest any changes please inform me immediately.

I am very pleased at the prospect of the construction of improved health and sanitation facilities for the citizens of Council.

Sincerely,


Ernst W. Mueller
Commissioner

Wm. J. Titus
Board Chairman, Council Safewater
Corporation

Oct. 25, 1977
Date

[Signature]
Board Member

Oct - 25 - 77
Date

Board Member

Date

CONTRACT TO PROVIDE ENGINEERING SERVICES FOR
A VILLAGE SAFE WATER FACILITY IN COUNCIL, ALASKA

This contract between the Council Safewater Corporation (hereafter called the Corporation), and Ellerbe Alaska (hereafter called the Contractor);

WITNESSETH that:

This contract is entered into by direct negotiation and is a contract for professional services; and

The Contractor is willing to undertake performance of this contract under the terms of the contract.

NOW THEREFORE, the parties hereto agree as follows:

Article 1. The Service to be Performed

The Contractor will provide all necessary engineering services for a project generally described as a Village Safe Water (VSW) sanitation facility construction project in Council, Alaska.

Specific services the Contractor agrees to furnish are as follows:

1. Do all necessary engineering planning, field investigation, and design for a VSW facility in Council, Alaska, including collecting adequate site data, investigating land ownership and providing for required access, and designing economical facilities to adequately provide a water supply and waste disposal in Council.
2. Meet with the Corporation and the Corporation's designated representative as reasonably required by the Corporation's designated representative to establish the scope of the VSW project and review progress of the project.
3. Prepare engineering plans and a materials list for the Council VSW facility. The plans and materials list are to be sufficient to guide construction of the facility and ordering of necessary materials; and to be subject to the review and approval of the Corporation and the Corporation's designated representative.

the activities and functions required of the Contractor to supply the services described in items (1), (2) and (3) of this Article 1 are the following:

- A. Project Definition--meetings between the Corporation's designated representative and the Contractor as reasonably required by the Corporation's designated representative to supply the Contractor with information and instructions pertinent to the project.
- B. Data Collection and Review--collection and review by the Contractor of all pertinent published and unpublished data available on Council and community facilities. This activity will be performed prior to the meetings described in item (A) above.
- C. Project Reconnaissance--trips to Council by members of the Contractor's staff as reasonably required by the Corporation's designated representative to gain familiarity with the village, its people and local resources.
- D. Soils and Surveying--the Contractor will send men and equipment to Council to gather all soils and topographic data necessary for designing the MSW facility. The Contractor will also provide for all materials testing and data analysis required for design of the Council MSW facility.

E. Conceptual Design--the Contractor, the Corporation and the Corporation's designated representative will come to written agreement on a Conceptual Design which will indicate the general methods for providing the services to be included in the Council VSW facility. The Conceptual Design will be represented in flow diagram and narrative form.

F. Preliminary Design--when the Contractor, the Corporation and the Corporation's designated representative have agreed to a Conceptual Design, the Contractor will prepare a detailed design of a complete VSW facility to achieve the functions described in the Conceptual Design. Included with the Preliminary Design will be an estimate of construction costs for the facilities designed, and an estimate of annual operations and maintenance costs for the facilities designed. The design data and cost estimates will be presented in a standard engineering drawing and narrative form which will allow the Corporation and the Corporation's designated representative to review all design details: typically required in a finished engineering design will be represented in this Preliminary Design, although not necessarily in final draft form.

G. Final Design--when the Corporation and the Corporation's designated representative have reviewed the Preliminary Design and cost estimates, and made recommendations for alterations (if any), the Contractor will amend the Preliminary Design to accommodate those alterations. If any alterations to the Preliminary Design which constitute a change in the Conceptual Design are required by the Corporation and the Corporation's designated representative, such alterations will be considered outside the scope of work of this contract and eligible for added compensation at the rates shown in Appendix A. The Final Design and cost estimates will be presented in complete engineering drawings and include any narrative required for clarity. A complete materials list will be prepared as part of the Final Design.

II. Review of Project Progress with the Corporation's Designated Representative--the Contractor accepts responsibility for keeping the Corporation's designated representative apprised of progress on the activities required by this contract. Among the review sessions will be meetings between the Corporation's designated representative and the Contractor:

- 1) following Project Reconnaissance and Soils and Surveying data collection and analysis (items C and D above)
- 2) to review the Conceptual Design (item E above)
- 3) to review the Preliminary Design (item F above)
- 4) to review the Final Design (item G above).

Article II. Evaluation of Performance

The Corporation's designated representative will monitor all work done by the Contractor on the Council VSW project. No payment will be made to the Contractor under this contract until the Corporation and the Corporation's designated representative agree the Contractor's performance is consistent with the terms of this contract.

Article III. Performance Period

The period of performance under this contract shall begin on the date of signing by the Contractor. All performance required of the Contractor under this contract will be completed by June 30, 1978. The Contractor may be paid for his work on the Council VSW project performed prior to the beginning date of this contract, if such payment is approved by the Corporation's designated representative.

- 1) following Project Reconnaissance and Soils and Surveying data collection and analysis (items C and D above)
- 2) to review the Conceptual Design (item E above)
- 3) to review the Preliminary Design (item F above)
- 4) to review the Final Design (item G above).

Article II Evaluation of Performance

The Corporation's designated representative will monitor all work done by the Contractor on the Council VSW project. No payment will be made to the Contractor under this contract until the Corporation and the Corporation's designated representative agree the Contractor's performance is consistent with the terms of this contract.

Article III. Performance Period

The period of performance under this contract shall begin on the date of signing by the Contractor. All performance required of the Contractor under this contract will be completed by June 30, 1978. The Contractor may be paid for his work on the Council VSW project performed prior to the beginning date of this contract, if such payment is approved by the Corporation's designated representative.

Article IV. Consideration.

A. General Compensation.

For all costs up to a total of \$20,000.00 associated with fulfilling the terms of this contract and not specifically covered elsewhere in this contract, the Contractor will be reimbursed by the Corporation as follows:

1. Engineering and Office Personnel--engineering and office personnel shall be compensated at the appropriate rates from the fee schedule in Appendix A which is attached to and is made a part of this contract.
2. Other Expenses--for direct expenses not covered by item (1) above, compensation shall be at the appropriate rates shown in Appendix A.

B. Special Compensation.

1. Field Activities--when the Contractor's personnel and equipment are in, or enroute to, Council, or otherwise involved in field activities called for by this contract, reimbursement to the Contractor for his personnel and equipment shall be at the appropriate

rates shown in Appendix A. This reimbursement shall not be part of the \$20,000.00 limit set in paragraph A of this Article IV. All travel, transportation, and other arrangements for performance of field activities called for by this contract must have the approval of the Corporation's designated representative prior to the actual travel, transport and/or other field activities.

2. Transportation, Meals and Lodging--for all travel, transportation, and other field activity related costs authorized by the Corporation's designated representative for fulfilling this contract and not covered by item B-1 above, the Contractor will be reimbursed by the Corporation at actual invoice cost. This reimbursement shall not be a part of the \$20,000.00 limit set in paragraph A of this Article IV.

Article V. Payment

The Contractor will be compensated by the Corporation in the amounts specified in Article IV of this contract. The Contractor will keep detailed cost records to be submitted with, and serve as justification for, monthly payment requests. The monthly payment requests will be made to the Corporation's designated representative. After reviewing a monthly payment request, the Corporation's designated representative will notify the Contractor in writing of the amount of the payment request approved for payment. The contractor will then prepare a check to himself, using check blanks provided by the Corporation for drawing on the Corporation's bank account, in the amount approved by the Corporation's designated representative. The Contractor will then send the prepared check to the Corporation for signature, after which the Corporation will return the signed check to the Contractor. Any payment made to the Contractor under this contract not approved in writing by the Corporation's designated representative constitutes a breach of this contract, and any such payments must be refunded by the Contractor to the Corporation.

Article VI. Successors and Assigns

This contract shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

Article VIII. Additional Contract Provisions

In signing this contract, the Contractor agrees in good faith to being desirous of, and willing and able to, undertake total management of construction of the VSW facility dealt with in this contract, provided acceptable terms for doing so can be arrived at between the Contractor and the Corporation.

Appendix B attached hereto and made a part hereof sets forth additional general provisions of this contract.

Appendix C attached hereto and made a part hereof is a general outline of the scope of work called for by this contract. It is included only as a guide for the Contractor and is not an all-inclusive specification of contract requirements. Article 1 of this contract is the governing specification of the services required of the Contractor.

IN WITNESS WHEREOF, the parties have executed this contract:

Contractor


Council Safewater Corporation

Roger Santoluciano
Signature

Richard J. Turner
Board Chairman

Date Jan. 19, 1978

Date Nov. 1, 1977



THE FOLLOWING DOCUMENT(S) MAY NOT FILM
LEGIBLY BECAUSE OF POOR QUALITY OF THE
ORIGINAL.

PROFESSIONAL FEES

HOURLY RATES

ARCHITECTURAL AND ENGINEERING SERVICES

SEPTEMBER 1977

<u>Personnel Category</u>	<u>Hourly Rate</u>
Principal	\$ 55.00
Professional Employee	\$ 50.00
Technical Employee III	\$ 41.50
Technical Employee II	\$ 31.00
Technical Employee I	\$ 24.00
Clerical II	\$ 22.00
Clerical I	\$ 19.00
Consultation, Brief	\$ 75.00
Court Appearances and Testimony	\$ 75.00 hour (minimum \$300.00)

Consultants, Sub-contract Services and Materials

Except where other arrangements have been established, all authorized services of consultants, sub-contract services, and reimbursable materials and expenses will be billed at actual cost plus ten percent.

Travel and Per Diem Reimbursement

Except where other arrangements have been established, all expenses of authorized travel will be billed at actual cost. If per diem schedules are included in the professional services contract they will be used in place of the actual cost basis. When use of private aircraft is authorized, billing will be on the basis of reimbursement at cost. Cost basis for the aircraft typically used is established as follows:

FA-23	\$ 50.00 per hour
PA-12	\$ 75.00 per hour

APPENDIX B

Article B-1. Inspection and Reports

- A. The Corporation's designated representative shall have the right to inspect, in such manner and at all reasonable times as it deems appropriate, all activities of the Contractor arising in the course of its undertakings under this contract.
- B. The Contractor shall report his progress in such manner and at such times as the Corporation's designated representative may reasonably require.

Article B-2. Corporation Saved Harmless

The Contractor shall hold and save the Corporation, its officers, agents and employees harmless from liability of any nature or kind, including costs and expenses of or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of any wrongful act or omission of the Contractor not specifically directed by the Corporation, its the Corporation's duly authorized agents, or the Corporations designated representative.

APPENDIX B

Article B-1. Inspection and Reports

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The Contractor shall hold and save the Corporation, its officers, agents and employees harmless from liability of any nature or kind, including costs and expenses of or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of any wrongful act or omission of the Contractor not specifically directed by the Corporation, its the Corporation's duly authorized agents, or the Corporations designated representative.

Article B-3. Equal Employment Opportunity.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age or sex. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry, age, or sex. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruiting advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Contractor agrees that he will fully cooperate with the office or agency of the State of Alaska which seeks to deal with the problem of unlawful or invidious discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and said Contractor will comply promptly 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 practice.

C. Full cooperation as expressed in clause (B) foregoing shall include, but not be limited to, being a witness in any proceeding involving questions of unlawful or invidious discrimination if such is deemed necessary by any official or agency of the State of Alaska, permitting employees of said Contractor to be witnesses or complainants in any proceeding involving questions of unlawful or invidious discrimination, if such is deemed necessary 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 in inspection of the construction site, and promptly complying with all State directives deemed 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.

Article B-4. Disputes.

A. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Commissioner of the Alaska Department of Environmental Conservation (hereafter called the Commissioner) who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Commissioner or his duly authorized representative

shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Commissioner a written appeal. The decision of the Commissioner or his duly authorized representative for the determination of such appeal shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this contract as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged: Provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Commissioner's decision.

- B. This Disputes clause does not preclude consideration of questions of law in connection with decisions provided for in paragraph (A) above. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative or board on a question of law.

Article B-5. Termination.

The Corporation's designated representative may, by written notice, terminate this contract in whole or in part, when it is in the best interest of the Corporation. The Corporation shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.

Article B-6. No Assignment.

The Contractor shall not assign this contract, nor any part thereof, nor any right to any of the monies to be paid him hereunder, nor shall any part of the work done or material furnished under said contract be sublet, except with the written consent of the Corporation's designated representative.

Article B-7. No Additional Work.

No claim for additional services, not specifically herein provided, done or furnished by the Contractor, will be allowed, nor shall the Contractor do any work or furnish any material not covered by the contract unless such work is ordered in writing by the Corporation's designated representative.

Article B-8. Independent Contractor.

The Contractor, and any agents and employees of the Contractor, shall act in an independent capacity and not as officers of employees or agents of the Corporation in the performance of this contract.

Article B-9. Availability of Appropriation.

This agreement is subject to the availability of Village Safe Water grant funds under AS 46.07.

Article B-10. Requirement for Alaska Business License.

It is understood and agreed that if an Alaska Business License is required under Alaska Statutes 43.70 the Contractor is now in possession of the same or, in the event he does not now have a license, he will apply for same to the Commissioner of Revenue, Pouch SA, Juneau, Alaska 99801 within 30 days following the effective date of this contract.

Article B-11. Conformity with Federal Regulations.

Notwithstanding any other provisions of this contract, it is expressly understood that during any wage/price freeze imposed by Executive Order or Federal legislation the rates paid will be determined in accordance with federal guidelines.

No retroactive payment will be made at the termination of the wage/price freeze unless such payment is consistent with federal guidelines.

Article B-12. 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, sub-contractor or other person or persons in the performance of this contract, and the Corporation may require proof of payment of these taxes as a condition precedent to payment by the Corporation under this contract.

Article B-13. Ownership of Documents.

All plans, drawings and specifications, originals and tracings, shall become the property of the Corporation, whether the facilities for which they are made be commenced or not. All field notes shall be kept in new hard cover field books and will be retained by the City at the completion of the project.

Article B-14. Corporation's Designated Representative.

For the purposes of this contract, the Corporation's Designated Representative is the Alaska Department of Environmental Conservation.

APPENDIX C

I. Project Start

A. Time with the Corporation's designated representative to obtain what the Corporation's designated representative has on:

- 1) Demography
- 2) Goals and Objectives
- 3) Design Criteria
- 4) Influent Parameters
- 5) Water Supply Alternatives and Source
- 6) Waste Water Alternatives
- 7) Building Site
- 8) Building Uses

B. Data Collection and Review

II. Reconnaissance--1st trip to village

- A. Get acquainted with people
- B. Review with local people the preliminary information developed in (1) above
- C. Get overview of local resources (generally the physical facilities, power availability, accommodations, etc.)
- D. Probably soil investigation and well site (or other water source) selection

III. Review by Corporation's designated representative

- A. Review information developed in (I) above in light of experience in (II) above.
- B. Take account of any engineering and soils information arising from (II) above.

IV. Field Survey--2nd trip to village

- A. Detailed topographic data for design
- B. Additional soils information if needed
- C. Explain final scope of project to local people

V. Review by Corporation's designated representative

Short meeting or discussion to consider any new factors which have arisen during (IV) above.

VI. Conceptual Design

General description of services and methods for the VSW facility, with written agreement among the Corporation, the Corporation's designated representative, and the Contractor.

A. Water Supply

- 1) Source development
- 2) Transmission system
- 3) Treatment

B. Waste Disposal

- 1) Treatment System
- 2) Waste handling system and effluent disposal

C. Building Layout

- 1) Foundation and Structural
- 2) Equipment Inside
- 3) Electrical and Mechanical

D. Preliminary Drafting

E. Cost Estimates

VIII. Review by Corporation's Designated Representative

Detailed and in-depth review and coordination to set final details of design.

IX. Final Design

- A. Adjust preliminary design in view of (VIII) above
- B. Final Drafting
- C. Descriptive information as necessary
- D. Materials List
- E. Revised Cost Estimates

STATE OF ALASKA

DEPT. OF ENVIRONMENTAL CONSERVATION

JAY S. HAMMOND, GOVERNOR

POUCH 0 - JUNEAU 99811

April 6, 1978

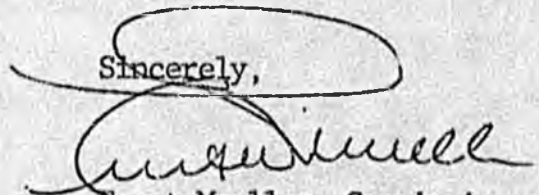
Mr Jake Titus
Board Chairman - Council
Safewater Corporation
Council, Alaska

Dear Mr. Titus:

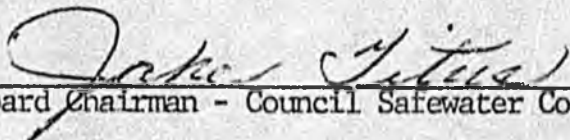
Governor Jay Hammond has asked me to convey his pleasure in advising you that Council has qualified to receive a construction grant, through the Village Safe Water (VSW) program, to construct a VSW facility. The grant will be in the amount of actual construction costs for the VSW facility.

In a design grant agreement signed by the Council Safewater Corporation on October 25, 1977 (see copy enclosed), conditions were established for managing the construction grant herein offered. If you wish to accept this Village Safe Water grant, subject to the grant conditions previously agreed to, please indicate by appropriate signatures at the end of this letter. If you have questions about the grant or wish to suggest any changes, please inform me.

Sincerely,




Ernst Mueller, Commissioner
Department of Environmental
Conservation


Board Chairman - Council Safewater Corporation

5-20-78
Date


Board Member

5-18-78
Date


Board Member

5-20-78
Date

CONTRACT TO PROVIDE FOR CONSTRUCTION MANAGEMENT
FOR A VILLAGE SAFE WATER FACILITY
IN COUNCIL, ALASKA

This contract between Council Safe Water Corporation (hereafter called the Corporation), and Ellerbe Alaska (hereafter called the Contractor);

WITNESSETH that:

This contract is entered into by direct negotiation and is a contract for professional services; and

The Contractor and the Corporation are willing to undertake performance of this contract under the terms of the contract:

NOW THEREFORE, the parties hereto agree as follows:

Article I. The Service to be Performed.

The Contractor will provide all necessary engineering and construction management services for a project generally described as a Village Safe Water (VSW) sanitation facility construction project in Council, Alaska.

Specific services the Contractor agrees to furnish are as follows:

1. Manage all activities necessary for the construction of a VSW facility in Council, Alaska. Said VSW facility will be constructed according to the approved design resulting from the contract entitled Contract to Provide Engineering Services for a Village Safe Water Facility in Council, Alaska signed by the Contractor on January 19, 1978; and

according to any modifications in design requested by the Corporation or the Corporation's designated representative.

2. Maintain detailed, itemized and accurate records of all financial transactions required in the course of constructing the Council VSW facility. These financial records are to be sufficient to satisfy audit requirements for expenditure of State of Alaska grant funds.
3. Manage start-up and training activities as directed by the Corporation's designated representative.

Among the activities and functions required of the Contractor to supply the services described in the above items (1), (2) and (3) of this Article I are the following:

- A. Equipment and Materials - the Contractor is responsible for the timely ordering, scheduling and expediting of all equipment (including construction tools and equipment) and materials necessary for construction of the Council VSW facility. All equipment and materials used in the project shall be approved by the Corporation's designated representative prior to ordering. The Corporation's designated representative shall in a timely manner indicate its approval or disapproval of equipment and materials proposed by the Contractor to be used in the VSW project. The Corporation's designated representative may waive the prior approval requirement for incidental equipment and materials reasonably required in

construction of the VSW project when time required for such approval would unreasonably delay progress on the construction project.

- B. Management Foreman - the Contractor shall provide a Management Foreman to be on the construction site in Council at all times when construction on the Council VSW project is progressing. The Management Foreman will be an employee of the Contractor and must be approved by the Corporation's designated representative and the Corporation.

The Management Foreman is responsible for managing all construction activities at the VSW project site, including managing laborers and all other construction personnel. All personnel other than the Management Foreman working on the VSW construction project will be employed by the Corporation.

The Contractor or his designated representative will inform the Corporation of needs for personnel to work on the construction project and the Corporation will provide these personnel through local (Council) hire to the extent local people are available. If personnel needs cannot be met locally, the Corporation may obtain assistance from the Contractor in obtaining personnel from outside Council. The Management Foreman shall have authority to dismiss and discipline personnel provided by the Corporation to work on the VSW project. The Management Foreman will properly report such dismissals and disciplinary actions to the Corporation.

C. Financial Management

- (1) Equipment and Materials - the Contractor shall requisition in the Corporation's name, all equipment and materials required for the Council VSW project. The Corporation's designated representative must approve all equipment and materials before they are requisitioned under this contract.

The Contractor will make out all necessary checks, using blanks provided by the Corporation, for payment of bills for equipment and materials approved by the Corporation's designated representative. The Contractor will send these checks to the Corporation for signature after the Contractor has given the Corporation's designated representative the check number, payee and amount for each check. After signing the checks, the Corporation will return them to the Contractor for appropriate distribution. The Contractor shall submit to the Corporation's designated representative a copy of each check written along with appropriate backup data (e.g., invoice, bill of lading).

- (2) Time and Payroll - for all personnel employed by the Corporation and working on the VSW project, the Contractor will keep complete and detailed records of time worked on the VSW construction project. The Contractor

will submit upon request of the Corporation's designated representative a complete and up to date statement of personnel payroll information for all personnel employed by the Corporation and working on the construction project. The personnel payroll statement will include the time worked by each person, the work classification of each person, and total pay for each person.

Every two weeks the Contractor will submit to the Corporation for signing and distribution: 1) payroll checks for all personnel working on the VSW project during the previous two weeks, and 2) all required payroll deduction checks. Said checks will be prepared by the Contractor using blanks provided by the Corporation. Before submitting the payroll checks to the Corporation for signing, the Contractor will give the Corporation's designated representative the check number, payee and amount for each check. Any checks to be mailed outside of Council will be returned to the Contractor for distribution.

All legally required payroll deduction report forms and payments will be prepared and distributed as necessary by the Contractor.

If the Corporation's designated representative finds any payroll statement incorrect or inconsistent with the terms of this contract,

it will be returned to the Contractor for correction. The Contractor will be responsible for correcting the personnel payroll statement and making consequent corrections in deduction payments and personnel payroll statements.

D. Monthly Work Schedule - By the twentieth day of each month during which this contract is in force, the Contractor will submit to the Corporation's designated representative a Monthly Work Schedule for the following month. The Corporation's designated representative may waive this Monthly Work Schedule requirement for any given month if activities under this contract are so limited for that month as to make a Monthly Work Schedule unnecessary. The Monthly Work Schedule will be in two separate sections entitled: 1) Construction Schedule, and 2) Project Management Schedule.

(1) Construction Schedule - the Construction Schedule will be a description of all activities at the Council project site planned for a given month, including a general description of work to be accomplished.

(2) Project Management Schedule - the Project Management Schedule will be a description of all the Contractor's activities on the VSW project planned for a given month, including work to be done by the Contractor's personnel, work to be done by engineering and office

personnel, and anticipated transportation and travel.

- (3) Total Project Estimate - the first Monthly Work Schedule after design of the Council VSW project is completed will contain a projection by the Contractor of a total schedule for accomplishing the Council construction project, including a general description of, and time sequence for, activities at the construction site; an estimate of total equipment and materials expenses; an estimate of supplies and materials necessary for operation of the project for a period of one year following completion; a general description of, and time sequence for, activities by the Contractor; and an estimate of the total Construction Management fee. In each succeeding Monthly Work Schedule, the Total Project Estimate will be evaluated by the Contractor and adjusted as necessary to keep it current and accurate.

If the Corporation's designated representative approves the Total Project Estimate, the dollar amount of the total project estimate for the total Construction Management fee becomes a limit on the amount that can be paid for the Construction Management fee under this contract. The Contractor may request from the Corporation's designated

representative increases in the limit on the Construction Management fee if such increases are justified and reasonably essential to the completion of the project.

Each Monthly Work Schedule must be approved by the Corporation's designated representative prior to the work described in each Monthly Work Schedule being accomplished.

- E. Start-up and Training - the Contractor will manage and direct start-up training activities as directed by the Corporation's designated representative during the first thirty (30) days after the VSW project is operational and accepted in writing as complete by the Corporation and the Corporation's designated representative.

Prior to completion of the VSW construction project, the Contractor will prepare five (5) bound sets of maintenance manuals and operating instructions for submittal to the Corporation's designated representative for approval. The Manuals will consist of: 1) complete descriptive data for all equipment and controls utilized in the VSW project, giving all capacities, characteristics, curves and diagrams; 2) a complete list of repair and replacement parts essential to maintenance of the VSW project; and 3) a complete descriptive narrative of all operating procedures for all systems in the project (including general methods

for servicing all equipment).

During the (30) day start-up and training period, and using the maintenance manuals described above as a text, the Contractor will, as directed by the Corporation's designated representative, train personnel provided by the Corporation to operate and maintain the VSW project. The Contractor will, to the extent requested by the Corporation's designated representative, demonstrate to the operators being trained, and explain to them in detail, all activities required for operation of the VSW project. All operation and maintenance activities performed by the Contractor will be explained to the operators as they are being performed.

F. Additional Requirements - The Contractor will prepare and submit to the Corporation's designated representative for approval a complete set of detailed and accurate as built plans for the VSW project. These plans will be complete and submitted to the Corporation's designated representative within thirty (30) days after the VSW project is complete and accepted in writing by the Corporation and the Corporation's designated representative.

The Contractor will prepare and submit to the Corporation's designated representative a narrative report with a report detailing construction experiences, both typical and unique to the VSW

project. The report will also include a summary of expenditures on the VSW project. The report will be prepared using a format approved by the Corporation's designated representative.

The Contractor will prepare and submit to the Corporation's designated representative a summary of labor hours worked on the VSW project. This summary will be sufficient to satisfy requirements for a final workman's compensation audit.

Article II. Evaluation of Performance

The Corporation's designated representative will monitor all work done by the Contractor on the Council project which is the subject of this contract. A representative of the Corporation's designated representative shall be acquainted with the scope of the project and shall have the authority to render decisions promptly and furnish information expediently. No payment will be made to the Contractor under this contract unless the Contractor's performance is consistent with the terms of this contract. If the Corporation's designated representative becomes aware of any fault or defect in the project, or nonconformance with contract specifications, the Corporation's designated representative shall give prompt notice thereof to the Contractor.

Article III. Performance Period.

The period of performance under this contract shall commence on the date by which all parties to it have

signed. All performance required of the Contractor under this contract will be completed by December 31, 1978 unless such completion is prevented or hindered by failure of the Corporation to supply personnel as called for in this contract, act of God, strike, partial or total interruption or loss or shortage of transportation facilities, fire, lockout, commandeering of raw materials, products, plants or facilities or by other similar or different acts of civil or military authorities or by other like causes beyond the control of the Contractor. The Contractor may be paid for work on the project covered by this contract which was performed prior to the date of signing by all parties, if such payment is approved by the Corporation's designated representative.

Article IV. Consideration.

All compensation to the Contractor for performance under this contract will be paid under the Construction Management fee. For all costs up to \$36,000. associated with fulfilling the terms of this contract, the Contractor will be reimbursed by the Corporation as follows:

1. Management Foreman - The Contractor will be reimbursed by the Corporation for payroll expenses for the Management Foreman. The Contractor's choice of a Management Foreman must be approved by the Corporation's designated representative prior to the Management Foreman performing work called for by this contract. The Management Foreman's pay rate shall be \$31.00 per hour.

Travel by the Management Foreman authorized by the Corporation's designated representative and necessary for fulfilling this contract will be reimbursed by the Corporation at actual invoice cost. For meals and lodging while in work status approved by the Corporation's designated representative, the Management Foreman will be paid \$60.00 per 24 hour day.

2. Engineering and Office Personnel - for work approved by the Corporation's designated representative under this contract, the Contractor's personnel shall be compensated at the appropriate rates from the fee schedule in Appendix A, which is attached to and made a part of this contract.
3. Transportation, Travel, Meals and Lodging - for travel by the Contractor's personnel, and transportation authorized by the Corporation's designated representative and not covered elsewhere in this contract, the Contractor will be reimbursed by the Corporation in accordance with the rates in Appendix A. For meals and lodging expenses for the Contractor's personnel while in authorized travel status, the Contractor will be reimbursed in accordance with the rates in Appendix A. All travel under this contract must have the prior approval of the Corporation's designated representative.
4. Other Expenses - for direct expenses approved by the Corporation's designated representative and

not covered elsewhere in this contract, the Contractor will be reimbursed by the Corporation in accordance with the rates in Appendix A.

Article V. Payment.

The Contractor will be compensated by the Corporation according to procedures specified in Article IV of this contract.

The Contractor will submit to the Corporation's designated representative a request for monthly payment of the Construction Management fee for the appropriate month. Each such monthly payment request will include complete detailed records to substantiate the request. After reviewing a monthly payment request, the Corporation's designated representative will notify the Contractor in writing of the amount of the payment request approved for payment. The Contractor will then send the prepared check to the Corporation for signature, after which the Corporation will return the signed check to the Contractor. Any payment made to the Contractor under this contract not approved in writing by the Corporation's designated representative constitutes a breach of this contract, and any such payments must be refunded by the Contractor to the Corporation.

A retainer in the amount of \$2,000 will be withheld until the Contractor has completed all requirements of this contract. The retainer will be withheld from the last \$10,000 to be paid to the Contractor under this contract.

Article VI. Successors and Assigns.

This contract shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

Article VII. Additional Contract Provisions.

Appendix B which is attached to and made a part of this contract sets forth additional provisions of this contract.

IN WITNESS WHEREOF, the parties have executed this contract:

Contractor

Council Safe Water Corporation

Signature

Roger Santelman

Board Chairman

John Stross

Date

June 13, 1978

Date

May 30, 1978

APPENDIX "A"

ELLERBE ALASKA FAIRBANKS DIVISION

PROFESSIONAL FEES

HOURLY RATES

ARCHITECTURAL AND ENGINEERING SERVICES

SEPTEMBER 1977

<u>Personnel Category</u>	<u>Hourly Rate</u>
Principal	\$ 55.00
Professional Employee	\$ 50.00
Technical Employee III	\$ 41.50
Technical Employee II	\$ 31.00
Technical Employee I	\$ 24.00
Clerical II	\$ 22.00
Clerical I	\$ 19.00
Consultation, Brief	\$ 75.00
Court Appearances and Testimony	\$ 75.00 hour (minimum \$300.00)

Consultants, Sub-Contract Services and Materials

Except where other arrangements have been established, all authorized services of consultants, sub-contract services, and reimbursable materials and expenses will be billed at actual cost plus ten percent.

Travel and Per Diem Reimbursement

Except where other arrangements have been established, all expenses of authorized travel will be billed at actual cost. Meal and lodging expenses will be billed in accordance with Article 27 (Travel and Per Diem) of the agreement between the State of Alaska and the Alaska Public Employees Association, 1977-1979. When use of private aircraft is authorized, billing will be on the basis of reimbursement at cost. Cost basis for the aircraft typically used is established as follows:

PA-23	\$ 60.00 per hour
PA-12	\$ 25.00 per hour

Article B-1. Inspection and Reports

- A. The Corporation's designated representative shall have the right to inspect, in such manner and at all reasonable times as it deems appropriate, all activities of the Contractor arising in the course of its undertakings under this contract.
- B. The Contractor shall report his progress in such manner and at such times as the Corporation's designated representative may reasonably require.

Article B-2. Corporation Saved Harmless

The Contractor shall hold and save the Corporation, its officers, agents and employees harmless from liability of any nature or kind including costs and expenses for or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of any wrongful act or omission of the Contractor not specifically directed by the Corporation, its duly authorized agents, or its designated representatives.

Article B-3. Equal Employment Opportunity.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, or sex. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment

without regard to their race, color, religion, national origin, ancestry, age, or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruiting advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- B. The Contractor agrees that he will fully cooperate with the office or agency of the State of Alaska which seeks to deal with the problem of unlawful or invidious discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and said Contractor will 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 practice.
- C. Full cooperation as expressed in clause (B) foregoing shall include, but not be limited to, being a witness in any proceeding involving questions of unlawful or invidious discrimination if such is deemed necessary by any official or agency of the State of Alaska, permitting employees of said Contractor to be witnesses or complainants in any proceeding involving questions of unlawful or invidious discrimination, if such is deemed necessary 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 in inspection of the construction site, and promptly complying with all State directives deemed 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.

Article B-4. Disputes.

- A. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Commissioner of the Alaska Department of Environmental Conservation (hereafter called the Commissioner), who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Commissioner or his duly authorized representative shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Commissioner a written appeal. The decision of the Commissioner or his duly authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this contract as holding judicial review of any such decision to cases where found by such official or his representative

or board is alleged: Provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Commissioner's decision.

B. This disputes clause does not preclude consideration of questions of law in connection with decisions provided for in paragraph (A) above. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative or board on a question of law.

Article B-5. Termination.

The Corporation's designated representative may, by written notice, terminate this contract, in whole or in part, when it is in the best interest of the Corporation. The Corporation shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.

Article B-6. No Assignment.

The Contractor shall not assign this contract, nor any part thereof, nor any right to any of the monies to be paid him hereunder, nor shall any part of the work done or material furnished under said contract be sublet, except with the written consent of the Corporation's designated representative.

Article B-7. No Additional Work.

No claim for additional services, not specifically herein provided, done or furnished by the Contractor, will be allowed, nor shall the Contractor do any work or furnish any material not covered by the contract, unless such work is ordered in writing by the Corporation's designated representative.

Article B-8. Independent Contractor.

The Contractor, and any agents and employees of the Contractor, shall act in an independent capacity and not as officers, employees, or agents of the City in the performance of this contract.

Article B-9. Availability of Appropriation.

This agreement is subject to the availability of Village Safe Water grant funds under AS 16.07.

Article B-10. Requirement for Alaska Business License.

It is understood and agreed that if an Alaska Business License is required under Alaska Statutes 45.70 the Contractor shall obtain a license of some type in the event he does not now have a license he will apply for same

to the Commissioner of Revenue, Pouch SA, Juneau,
Alaska 99801 within 30 days following the effective
date of this contract.

Article B-11. Conformity with Federal Regulations.

Notwithstanding any other provisions of this contract,
it is expressly understood that during any wage/price
freeze imposed by Executive Order or Federal legislation
the rates paid will be determined in accordance with
federal guidelines.

No retroactive payment will be made at the termination
of the wage/price freeze unless payment is consistent
with federal guidelines.

Article B-12. 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, sub-contractor or
other person or persons in the performance of this
contract, and the Corporation may require proof of
payment of these taxes as a condition precedent to
payment by the Corporation under this contract.

Article B-13. Ownership of Documents.

All plans, drawings, specifications, originals and
revisions, shall become the property of the Corporation,
whether the facilities for which they are made be
owned by the Corporation or not. All rights in
and over the documents shall be retained by the

Corporation at the completion of the project.

Article B-14. Corporation's Designated Representative.

For the purposes of this contract, the Corporation's Designated Representative is the Alaska Department of Environmental Conservation.

THE PRECEDING DOCUMENT(S) MAY NOT FILM
LEGIBLY BECAUSE OF POOR QUALITY OF THE
ORIGINAL.

CONTRACT TO PROVIDE FOR CONSTRUCTION MANAGEMENT
FOR A VILLAGE SAFE WATER FACILITY
IN COUNCIL, ALASKA

AMENDMENT NO. 1


Article IV. Consideration. shall be changed in the first paragraph to read as follows:

All compensation to the Contractor for performance under this contract will be paid under the Construction Management fee. For all costs up to \$42,000 associated with fulfilling the terms of this contract, the Contractor will be reimbursed by the Corporation as follows:

This amendment increases the maximum allowable fee by \$6,000.00

Contractor

COUNCIL SAFE WATER CORPORATION


Signature



Jake Titus, Board Chairman

November 3, 1978
Date


Date

ISSUE PAPERS

Water and Sewer Construction Grants

The Department of Environmental Conservation administers a grant program which provides incorporated communities with assistance in the construction of water and sewerage services. Two basic grant programs are administered: the State general obligation bond water and sewer grant program and the federal water pollution control program.

Under the State water and sewer grant program, incorporated municipalities may apply for grants to fund up to 50 percent of project costs for new water and sewerage facilities or one-half the non-Federal share of eligible costs if federal funding is involved. Funded projects include facilities needed for community growth as well as facilities needed to correct existing public health and environmental problems.

Eligible projects presently are funded as need arises. The source of funding for these grants is general obligation bond funds which have been authorized by the voters. Presently, approximately \$18 million is available for obligation to projects through this program.

These grants have supported projects in major communities in all regions of the state. The program is not heavily used by bush communities because the Public Health Service and the State Village Safe Water programs are addressing utility needs of remote areas and it is usually difficult for small remote communities to raise the 50 percent matching requirements. In some instances, however, projects in remote areas are funded through the program in conjunction with other federal, state, or local funding sources.

The grant program for construction of sewage treatment facilities is administered under the authorization of the federal Clean Water Act of 1977. Depending upon congressional appropriations from year to year, Alaska is allocated \$16-25 million annually. These funds are then available to communities to finance 75 percent of the cost of sewage treatment and interceptor projects. The State water and sewer grant program mentioned above contributes an additional 12 1/2 percent toward such projects leaving only 12 1/2 percent to be funded locally.

The Environmental Protection Agency is responsible for this grant program. However, EPA may delegate the administration of the program to the states, and make funding available to those states which assume administration of the program. In order to reduce the delays in grant processing which occurred under EPA administration, Alaska assumed responsibility for a major portion of the program in December of 1978 (one of the first states to do so).

Since 1975, approximately \$20 million of Federal funds a year has been awarded to 30 communities throughout the State. As with the State water and sewer grant program, the larger communities have benefitted the most from the program. Recent changes to the Clean Water Act present opportunities for making funding available to smaller communities for innovative, individual, or non-conventional sewage handling facilities.

Village Safe Water

The Village Safe Water Act calls for at least one facility for safe water and hygienic sewage disposal in each village in Alaska.

Since 1972, eleven VSW facilities have been constructed. They are in the villages of Northway, Chevak, Alakanuk, Selawik, Nulato, Koyukuk, Beaver, Pitkas Point, Kongiganank, Tanana and Council. A facility is being designed for Akiachak and will be constructed during the summer and fall of 1980.

In these eleven villages the VSW projects consist of sanitation facilities to which village residents can come to obtain water supply and sewage disposal services; with bathing and laundry services available in all except Council. No piped water-distribution or sewage collection systems are involved except for water and sewer service lines to schools.

Construction methods used so far have included: 1) competitive bid construction contracts administered by what was then the Alaska Department of Public Works, 2) competitive bid construction contracts administered by the Alaska Department of Environmental Conservation (ADEC), and 3) force account construction by the village through construction management contracts with engineering consultants.

The force account/construction management method of construction has been the most satisfactory of the three methods used. Facilities constructed that way have been built cheaper and faster than those built under competitive bid construction contracts; the quality of construction has been better; and the villages have been more intimately involved in, and satisfied with, their projects.

VSW facilities have cost from \$118,000 at Council for a project begun in FY 78, to over \$1,400,000 at Tanana, of which \$755,000 were VSW funds. Villages served have ranged in size from 60 (Council) to over 550 (Selawik).

Experience in the VSW project has proved that financial, technical, and/or management assistance to the villages is necessary to ensure that the facilities continue to operate. ADEC provides technical and management assistance to the eleven villages. The VSW operation and maintenance support program has made it possible for all completed VSW facilities to serve the public as intended. It is instructive to note that the operation and maintenance cost per village has been decreasing in actual dollars (i.e., ignoring inflation) over the last few years.

ADEC has been working on a comprehensive planning effort intended to define the roles of State and federal agencies and other groups involved in providing rural sanitation services. The Department has sought close cooperation with the U.S. Public Health Service and the regional Native health corporations in carrying out the planning. In fact the Directors of the health corporations have served as an advisory board for the VSW program.

An early step in the planning was to inventory all village sanitation facilities. The inventory is updated annually and is widely viewed as the single most complete and dependable source of information on village sanitation.

Current plans are to investigate certain questions concerning how the VSW program should operate over the long term. Among the questions to be investigated are: 1) What services should VSW facilities provide (e.g., solid waste, piped service to individual homes, saunas)?; 2) Should there be village eligibility criteria for VSW program assistance?; 3) How should construction priorities be set?; 4) How fast should VSW facilities be built (i.e., how much construction money over what period of time)?; 5) What funding sources other than water and sewer bonds can be coordinated into VSW projects? and 6) What should the State's role be in operation and maintenance of VSW facilities, and perhaps other village sanitation facilities as well?

Authority: 46.07

CRITERIA SYSTEM
for
Allocation of Federal Water Pollution Control Grant Funds

The Federal Water Pollution Control Act Amendments of 1972 (PL 92-500) as amended by the Clean Water Act of 1977 (PL 95-217) provide grant funds to assist municipalities with facility plans (Step 1), engineering designs (Step 2) and project construction (Step 3) for water pollution control facilities. These funds are allocated to the State of Alaska for obligation through the Department of Environmental Conservation. The Department develops an annual Priority List for determining which projects will receive grants.

The project Priority List is developed using a criteria system to assign a numerical ranking to eligible projects in accordance with EPA requirements. These requirements stipulate that the type of project, severity of pollution, project step and continuity, receiving water usage, existing population affected, public health and environmental hazards, and the effect on water quality standards be considered in developing the Priority List.

The point values for the criteria system have been revised in accordance with PL 95-217 and have been used to prepare the Priority List for allocation of available federal funds. Each project appearing on the Priority List has been assigned appropriate points in each of nine categories. The points for each category are summed and the total used to determine the project rank on the Priority List. The project with the highest point total will be the highest priority project.

In developing the criteria system, the State can not consider "readiness to proceed" as a category for ranking projects. However, "readiness to proceed" can be a reason for moving a project into the fundable portion of the priority list if a higher ranking project will be unable to proceed on schedule, before the end of the fundable year.

When it appears that a project on the fundable portion of the priority list will not be ready to proceed within the fundable year, the State, with EPA concurrence, will notify the applicant that their project is being by-passed in favor of the highest ranking project on the extended portion of the Priority List that is ready to proceed. The applicant being by-passed may appeal this decision to the Department by requesting an adjudicatory hearing conducted under the Administrative Procedure Act. Projects that are by-passed will retain their relative priority rating for consideration on future Priority Lists.

The estimated completion schedules for projects on the fundable portion of the Priority List, by-passed for not being ready to proceed, will be compared with the schedules for compliance contained in the NPDES permit. In those cases where significant delays have occurred, appropriate State and/or EPA enforcement action will be recommended to achieve compliance with permit conditions.

Any projects on the extended portion of the priority list that are by-passed due to not being ready to proceed will be notified and given the opportunity to appeal. After agreement is reached with the applicants proposed for by-pass, the State will certify to EPA that those projects not ready to proceed may be by-passed to reach a project that will be ready during the fundable period.

In addition to funds obligated to specific projects, reserve accounts from each fiscal year's federal allocation will be set aside for the following purposes:

- 1) Up to two percent of each year's allocation or \$400,000, whichever is greater, may be reserved and granted to the State to manage the grants program and other specified portions of the Water Pollution Control Program.
- 2) Two percent of the federal allocation for FFY 79 and 80 and three percent for FFY 81 shall be reserved for projects incorporating alternative and innovative technology, and may be used to increase a federal grant up to a maximum of 85 percent. A minimum of 0.5 percent of the federal allocation for FFY 79, 80 & 81 shall be for projects using innovative technology.
- 3) Four percent of each year's allocation shall be reserved for alternatives to conventional treatment for communities with populations of 3,500 or less, or sparsely populated areas of larger communities.
- 4) A reserve of not less than five percent of each year's allocation will be maintained for funding grant increases.
- 5) A reserve may also be established to fund Step 1 & 2 projects that may or may not appear on the Priority List. To be funded, these projects must have a priority ranking high enough to appear on the fundable portion of the Priority List.
- 6) A state designation reserve may also be established for funding of project increases that occur prior to grant award.

The amounts set aside in these reserve accounts will vary from year to year depending on the federal allocation to Alaska and on the need for the particular reserve within the limitations described above. The specific amounts to be set aside in these reserves will be designated in the annual Priority List, which is subject to public review and comment.

This criteria system and the Priority List developed using these criteria are subject to annual review and comment at public hearings held for this purpose. These hearings are announced through individual mailings and public notice in newspapers of general circulation a minimum of 45 days prior to the first scheduled hearing. Public input regarding the preparation of the Priority List is welcomed.

Project priority rankings are determined according to the following nine categories. Appropriate points are assigned to arrive at a point total and priority ranking for each project:

I. Project Component

In determining the relative priority of the various project components the Department emphasizes the importance of maximizing the benefits to be achieved from limited federal funds. Project components required to achieve compliance with State water quality standards and protect public health will receive higher consideration than project components required by federal law which may provide treatment beyond what is required to protect health or the environment.

Hence, secondary or advanced treatment projects, when required only to satisfy an NPDES permit or other portions of federal law, may be phased on the Priority List so that the initial phase would meet water quality and health considerations, and the final phase would be constructed at a later date, subject to availability of funds. Projects for collection sewers, storm sewers and correction of combined sewer overflows are not considered eligible project categories for use of funds allocated to Alaska.

Projects are assigned a point total by multiplying the point value of the project component by the percentage of cost that a specific component bears to the total eligible project cost and then summing the point values computed for the components.

	<u>Component</u>	<u>Points</u>
a)	Initial phase(s) of treatment into marine water required to protect public health or achieve water quality standards; secondary treatment for discharge into fresh water; or any treatment required prior to discharge to groundwater.	300
b)	Rehabilitation or expansion of treatment facilities or correction of infiltration/inflow in sewage collection systems where existing conditions are disrupting the efficiency of existing treatment facilities.	250
c)	Rehabilitation and correction of infiltration/inflow of sewage collection systems where the required corrections are done in conjunction with a new treatment facility.	200

- | | | |
|----|---|-----|
| d) | Construction of new interceptor sewers, pump stations and appurtenances. | 150 |
| e) | Upgrading existing treatment facilities to secondary or advanced wastewater treatment levels when required for reasons other than meeting water quality standards or protection of public health. | 100 |

II. Project Water Quality Need

To date the Department has not completed an approved water quality management plan. However, information that will be the basis for this plan was taken into consideration in allocating points to projects in this category.

Points awarded for one section only.

- | | | |
|----|---|-----|
| a) | Project necessary to treat or eliminate a discharge contributing to a documented violation of the Alaska Water Quality Standards. | 400 |
| b) | Project necessary to minimize or eliminate documented "non-point source" contamination of groundwater or surface waters resulting from subsurface sewage disposal systems. | 300 |
| c) | Project necessary to prevent potential water pollution problems or where the environment may be adversely affected due to the impact of accelerated development or industrial growth. | 200 |
| d) | Project only necessary to comply with the effluent limitations contained in an NPDES permit for a point source discharge. | 100 |

III. Regulatory Emphasis for Violation of Water Quality Standards

- | | | <u>Points</u> |
|----|---|---------------|
| a) | Notice of Violation issued by Department of Environmental Conservation or EPA | 50 |
| b) | Compliance order issued by Department of Environmental Conservation or EPA | 80 |
| c) | Charges filed by State Attorney General or legal counsel for EPA | 100 |

IV. Public Health Emphasis

Points

Verification from a state or local health official that a project is necessary to avert or correct a public health hazard.

100

V. Receiving Water Usage - Affected By Existing Discharge

Points

a) Freshwater/Groundwater

- 1) Drinking and food processing 100
- 2) Propagation of fish and shellfish used as a food source 50
- 3) Water contact recreation 20

b) Marine water

- 1) Propagation of fish and shellfish as a food source 50
- 2) Water contact recreation 20

VI. Project Continuity

Points

- a) Award of a Step 1 grant or approval of a facility plan developed without a grant qualifies the project for 100 points to help insure sufficient funding to complete the project. 100
- b) Award of a Step 2 or 2 & 3 grant or approval of plans and specifications completed without a grant award qualifies the project for an additional 100 points to help insure sufficient funding to complete the project. 100
- c) Step 3 projects, where construction is phased over several years or where rehabilitation or corrective measures are required to improve the efficiency of existing sewerage facilities constructed under a previous grant shall qualify for an additional 50 points. 50

VII. Project Step Points

- a) Approved initial application and plan of study 30
- b) Approved facility plan 20
- c) Approved final design plans and specifications 10

VIII. Existing Population Benefiting from Project Points

- a) under 1,000 30
- b) between 1,000 and 3,500 50
- c) between 3,500 and 10,000 70
- d) over 10,000 100

IX. Alternative or Innovative Points

Step 2, 2 & 3, or 3 projects identified in an approved facility plan as containing alternative or innovative technology components shall qualify for 50 points in addition to all other points awarded to the project. 50

PROJECT PRIORITY LIST FOR THE ALLOCATION OF
FEDERAL WATER POLLUTION CONTROL GRANT FUNDS FOR FFY 80

The FFY 80 "Project Priority List" consists of sewage system improvements required in the five year period 1979-1984. The list prioritizes 76 projects, each awarded a numerical score derived in accordance with procedures established in the Criteria System. The fundable portion of the Priority List is represented by those projects targeted for grant award during FFY 80. The remaining projects represent the extended portion of the Priority List and will be funded from future federal appropriations.

In addition to the \$44,984,482, the state must obligate \$6,443,343 from the FFY 78 appropriation by October 1, 1979 or lose it to reallocation. It is anticipated that the following projects will receive grants prior to October 1, 1979:

Palmer-West Interceptor Step 4	\$1,315,703
Soldotna - Step 3	2,175,000
Sitka - Step 3 - Phase I	3,675,000
Eagle River - Step 3	3,765,000
State Management Assistance Grant	154,651
	<u>\$11,085,354</u>

Program funding available for FFY 80 is estimated at \$46,984,482 and is comprised from the following Congressional appropriations:

1) FFY 77 Supplemental Carryover	\$ 3,162,861
2) Title III - Public Works Employment Act of 1976	4,263,723
3) FFY 79 Appropriation*	20,527,414
4) FFY 80 Appropriation (based on \$3.8 billion)	17,000,000
5) FFY 76-73 Carryover	30,484
	<u>\$44,984,482</u>

If the above grants are awarded by October 1, 1979 the FFY 78 appropriation will be depleted and the FFY 79 appropriation will be reduced by \$4,642,011 to \$15,885,403. Therefore, the dollars available for obligation during FFY 80 may be reduced to \$40,342,471. These projects do not appear on the attached priority list since it is expected that they will be awarded prior to October 1, 1979. However, in the event that any of these projects do not receive grant awards by the expiration date of the FFY 79 priority list, they will be placed on the fundable portion of the FFY 80 priority list to be awarded grants from available funds.

For planning purposes the Department assumes that annual federal appropriations to Alaska will be \$22,500,000, through 1984. The total five year funding available is estimated at \$132.5 million. The five year project list, adjusted for inflation, estimated at \$121.7 million will likely exceed the available funding resources, since reserve accounts must be established from these funding sources.

*This balance may be reduced by additional grant awards prior to the adoption of the Priority List, effective October 1, 1979.