

DOCKS AND HARBORS OPERATIONS MEETING AGENDA

April 16, 2025 at 5:00 PM

Port Director's Conference Room/Zoom Webinar

<https://juneau.zoom.us/j/86568074784> or (253)215-8782 Meeting ID: 865 6807 4784 Passcode 854167

A. CALL TO ORDER

B. ROLL CALL: James Becker, Tyler Emerson, Clayton Hamilton, Don Etheridge, Debbie Hart, Matt Leither, Nick Orr, Annette Smith and Shem Sooter.

C. PORT DIRECTOR REQUESTS FOR AGENDA CHANGES

D. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS (not to exceed five minutes per person, or twenty minutes total time)

E. APPROVAL OF MINUTES

1. March 19, 2025

F. UNFINISHED BUSINESS

G. NEW BUSINESS

2. DIPAC Request to Relinquish Leased Tideland Property
Presentation by Port Director

Committee Questions

Public Comment

Committee Discussion/Action

MOTION: TO ACCEPT DIPAC REQUEST TO RELINQUISH LEASED TIDELAND PROPERTY ATS 1356 TRACK B.

H. ITEMS FOR INFORMATION/DISCUSSION

3. Aurora Harbor Office - Planning/Space Needs
Presentation by Port Engineer

Committee Discussion/Public Comment

4. Little Rock Dump - Secure Storage Concept
Presentation by Port Engineer

Committee Discussion/Public Comment

5. Aurora Harbor Drive Down Float - Request for Proposal (RFP)
Presentation by Port Engineer

Committee Discussion/Public Comment

6. FY26 Marine Passenger Fee (MPF) Proposal to Assembly
Presentation by Port Director

Committee Discussion/Public Comment

7. Cruise Ship Dockage Fee - Regulation Change
Presentation by Port Director

Committee Discussion/Public Comment

I. STAFF, COMMITTEE AND MEMBER REPORTS

J. BOARD ADMINISTRATIVE MATTERS

- a. Next regular Board meeting April 24th
- b. Next Operations-Planning Committee meeting May 21st

K. ADJOURNMENT

ADA accommodations available upon request: Please contact the Clerk's office 36 hours prior to any meeting so arrangements can be made for closed captioning or sign language interpreter services depending on the meeting format. The Clerk's office telephone number is 586-5278, TDD 586-5351, e-mail: city.clerk@juneau.gov.



DOCKS AND HARBORS OPERATIONS MEETING MINUTES

March 19, 2025, at 5:00 PM

Port Director's Conference Room/Zoom Webinar

- A. **CALL TO ORDER** – Mr. Sooter called the March 19th meeting to order at 5:00 pm
- B. **ROLL CALL:** Don Etheridge, Clayton Hamilton, Debbie Hart, Matthew Leither, Nick Orr, Annette Smith and Shem Sooter

Absent: Mr. Becker and Mr. Emerson.

Also in attendance: Matthew Creswell- Harbormaster, Elias Hasting- Goldbelt Operations Manager, Steven Sahlender-Executive Vice President, Matthew Sill- Port Engineer, Carl Uchtyl- Port Director, Melody Musick- Administrative Officer, Alexandra Pierce- Tourism Director, Nicole Lynch- Deputy Municipal Attorney.

- C. **PORT DIRECTOR REQUESTS FOR AGENDA CHANGES** – No Changes.

MOTION: TO APPROVE THE AGENDA AS PRESENTED – Approved unanimously.

- D. **PUBLIC PARTICIPATION ON NON-AGENDA ITEMS** – None.

E. APPROVAL OF MINUTES

- 1. February 19, 2025 – Hearing no objection, the minutes were approved as presented.

F. UNFINISHED BUSINESS

- 2. Goldbelt Request to Secure Seadrome Property from the City & Borough of Juneau
Presentation by Port Director.

Mr. Uchtyl said that page 10 of the agenda packet has a memo outlining discussions with Goldbelt over the past three years regarding the Seadrome property and that the intention of the Board has been to agree to sell to Goldbelt the green parcel marked on page 11 and the uplands that Docks & Harbors owns, a piece of tidelands that sometimes is referred to as the “volcano-shaped parcel.” With the direction from the Board, Docks and Harbors had Horan & Company appraise the property and in February, quoted the fair-market value as \$630,903.00 for 15,000 square feet. Mr. Uchtyl said that if the Committee would like to move this to the Board next week, and that the Board agrees to proceed, the next step is to have the Law Department draft a Purchase and Sales Agreement for this property.

Mr. Uchtyl said that he believes Goldbelt is ready to move forward with their development plans that include razing the Seadrome building. Mr. Elias Hastings and Mr. Steve Sahlender are available to answer any questions for Goldbelt.

Committee Questions

Mr. Etheridge asked whether Docks and Harbors would be able to keep the proceeds of the sale.

Mr. Uchtyl said the expectation would be that any revenues collected from the sale would remain in the Harbor Enterprise and that his recommendation would be to earmark them into a CIP to re-capitalize the Aurora Harbor building.

Mr. Etheridge said he thinks this is a good use of the funds.

Mr. Hamilton asked whether the Assembly would also have to approve of the land sale.

Mr. Uchytel said that after the Law Department drafts the Purchase and Sales Agreement, it would have to come back to the Board, then most likely go to the Assembly Lands Housing and Economic Development Committee and then to the Assembly for final approval.

Mr. Hamilton asked whether there has been any direction from the Assembly regarding the vision for downtown.

Mr. Uchytel references a memo of January 6, 2025, wherein the Assembly recognized the wisdom of direct negotiations with the adjacent property owners. The topic of the sale of the Seadrome parcels has been to the Assembly twice now, first back in 2022, so the Assembly is aware.

Mr. Hamilton asked whether this would mean more seaplanes in the channel.

Mr. Sooter said this would not involve seaplanes.

Ms. Smith asked whether the dollar amount for the sale is fixed.

Mr. Uchytel said that the number was established by Horan & Company in February, that the same number has been used in the Goldbelt Presentation in September. There is prescriptive language in the ordinances about having fair market value established within approximately 60 days and there has been a new appraisal last month and that resulted in the fair market value as a year ago.

Ms. Smith asked whether the City would do an assessment on the property and is surprised that wouldn't have been done, considering the increase in her own property assessment in the past year.

Mr. Uchytel said that the City Assessors will not assess property that is CBJ-owned or but will appraise property which is on CBJ leased land. In this case, the property is owned in part by CBJ and in part by Goldbelt. Additionally, assessment and appraisals differ in that the former is more general while the second is property-specific regarding what a buyer would pay for that property.

Mr. Orr said that there is a difference between fair market value and what a buyer might be willing to pay. He would like to know how the appraiser came up with the number and adds that this would not get us very far in terms of a new Harbor Office at Aurora.

Mr. Etheridge asked whether we could get Charles Horan to attend the board meeting next week.

Mr. Uchytel said that if he is available, he will be there.

Public Comment - None

Committee Discussion/Action

Mr. Uchytel said that page 10 of the agenda packet references Market Value Terminology.

Mr. Etheridge said that he recommends that this be forwarded to the full Board at the next meeting in preparation for drafting the agreement and having Horan available for questions at that meeting.

MOTION BY MR. ETHERIDGE TO RECOMMEND ENTERING INTO A PURCHASE AND SALE AGREEMENT WITH GOLDBELT TO TRANSFER SEADROME PROPERTY TO GOLDBELT AT FAIR MARKET VALUE.

Those in favor: Ms. Hart, Mr. Leither, Mr. Orr, Mr. Etheridge, Mr. Sooter

Those against: Mr. Hamilton, Ms. Smith

The motion passes 5-2.

G. NEW BUSINESS

- 3. Proposed Dock Fee Regulation Changes
Presentation by Port Director

Mr. Uchytel referenced page 58 of the agenda packet regarding a draft of regulation changes that have been initiated through the Tourism Director Alexandra Pierce, who is virtually attending the meeting. This regulation change was initiated by the Assembly to change how rates are applied to visiting vessels. The City and Borough of Juneau previously had two fees, a dockage fee based on the overall length of the vessel and a port maintenance fee based on displacement. The direction from the Assembly, this has been changed to a formula from size to number of passengers. We will continue to refine this document based on input from Nicole Lynch, Deputy Municipal Attorney, who is attending the meeting virtually. The mandate has already been set by the Assembly who would like to charge \$7.00 per passenger based on lower berth capacity. The Yachts (65 to 200 feet) also fall under the proposed regulation change to the dockage charges. There is specific language that needs to be worked out for smaller ships, for example National Geographic vessels, based on size and the smaller number of passengers. It may be more advantageous to charge by lower berth capacity or by length overall and this includes a clause to say whichever is greater. The vessel lightering fee and port displacement fee would go away altogether. Docks and Harbors is expecting that the City Manager's office will run a hearing, possibly at the Assembly meeting.

Committee Questions

Ms. Smith asked whether the "whichever is larger" fee would apply to all vessels or only the smaller ones.

Mr. Uchytel said that it only pencils out for the smaller vessels. Mr. Uchytel reference a supplemental document that provides a comparison of fees charged at the current rate and fees charged at the proposed new rate. Mr. Uchytel said the Carnival Spirit is 965 feet with total capacity of 2,140. Based on the current formula the net revenue would be \$6,921.64. Under the new proposed structure, that would increase to \$14,868. It does not affect head tax that still would be paid by the cruise lines. A larger vessel such as the Ovation of the Seas with total number of passengers at 4,372 currently pay \$14,103.43 under the current structure and \$29,260.00 under the new structure.

Ms. Smith said she would like to make sure that the fee change would cover all maintenance costs and allow revenue to accomplish some of the work needed to be done and to not have to wait on Federal grants.

Mr. Uchytel said that while there will be more revenue coming in, that money has not yet been diverted, and we have not yet heard any discussion from the Assembly regarding the matter. Mr. Uchytel said there was a discussion at Monday's Committee of the Whole meeting with Huna Totem lease language in which some Assembly members wanted to direct revenue that will be generated from the tideland lease to the Housing Fund. That was defeated, but it was an example that there is no indication that Assembly would direct this increased revenue to another activity.

Mr. Orr asked whether Docks and Harbors have an idea how much more money would be forthcoming, either or both in dollar amount of percentage increase.

Mr. Uchytel said that the Docks annual budget is around \$4M and may increase by 50% so that would be an estimated \$6M. The Assembly said that it would not go into effect until halfway through the fiscal year 2026 and therefore would apply to the first ship in April 2026.

Ms. Hart asked whether we need a more substantial response to the Assembly in any format to say that we are supportive of this as want to make sure that the Assembly recognizes that we have our own considerations where we want to make sure we are sustaining our operational budget, especially if anything happened in future that affected cruise ship arrival, such as another Covid.

Mr. Uchytel said that we are projecting \$3.7M revenue and that would increase to about \$6M. In the past, we have always built up enough of a fund balance to make it through, for example, the pandemic.

Ms. Smith asked whether the new fee is based on the actual number of passengers or the capacity.

Mr. Uchytel said this is based on Lower Berth, which is the standard double occupancy of the ship, regardless of whether there are fewer or more passengers. The Head Tax, however, would be based on the actual number of paying passengers.

Mr. Hamilton asks how often ships do ships come in over capacity and what determines capacity.

Mr. Uchytel said capacity is based on the number of staterooms on the ship and that last year capacity averaged above 100% due to more than 2 people in each stateroom.

Mr. Hamilton asked how often the capacity exceeds 100%.

Mr. Uchytel said that most are above 100% capacity and notes that 2024 ships were at 104% capacity.

Ms. Smith says that on a lot of vessels Coast Guard has a rating, such as on her boat that is 10 passengers and asked whether they also do that on a cruise ship and how does that rating vs the number of people line up.

Mr. Uchytel said that the Coast Guard have formulas for large ships including, for example, that there must be 30% more lifeboats vs people on board.

Ms. Pierce said that the lower berth number is an industry standard term and metric, that is how Skagway does their dockage fees, and we are not able to apply it to the passenger count because that would make it an additional passenger fee.

Mr. Hamilton would like to strike the fishing vessel dockage charge.

Mr. Uchytel asked Ms. Lynch to comment.

Ms. Lynch said that this could be amended any way that is wanted. The CPI adjustment, however, is already in regulations so the change now is only the year (2022 to 2025) and the number referenced by Mr. Hamilton is already in effect.

Public Comment - none

MOTION MR. ETHERIDGE TO APPROVE DOCK FEE REGULATION CHANGES AS PRESENTED.

With no objection, the motion passes unanimously.

4. Moorage Waiver Request - M/V COLUMBIA

Presentation by Port Director. Mr. Uchytel said that he received a request from a member of MEBA that they are trying to work out a dog and pony show to bring in the Columbia on April 8th so that members of the legislature can visit. To accommodate them, we should ask the Board to remove the fees.

Committee Questions

Mr. Etheridge asked whether MEBA is trying to get more interest in getting folks to apply for training by bringing in the Legislature staff and show them the engine and control rooms so they have an idea as to what these guys will be looking at for training because we have such a major shortage of ship engineers that even the ferries do not run half of the time.

Public Comment - none

Committee Discussion/Action

MOTION BY MR. ETHERIDGE TO WAIVE DOCKAGE FEES FOR AN UPCOMING VISIT BY M/V COLUMBIA IN ACCORDANCE WITH 05 CBJAC 15.030.

With no objection, the motion passes.

H. ITEMS FOR INFORMATION/DISCUSSION

Mr. Sill says that Aurora Harbor Phase IV bid opening is on Tuesday. Docks and Harbors has received a lot of interest, contractors are looking at the project and Docks and Harbors are cautiously optimistic that we will have several bids and a good opening. We have also started the process of putting the contracts together for Taku Harbor and as soon as we wrap up Aurora Harbor bidding, Docks and Harbors will get the Taku Harbor contract documents out the published. Once that is done, Docks and Harbors will be getting the contract documents for Statter Harbor Phase III-D out for bid.

I. STAFF, COMMITTEE AND MEMBER REPORTS

Mr. Uchytel Reported:

Mr. Uchytel said that there has been verbal approval from Fish & Game regarding the cooperative agreement. They will need four months to fabricate and install so the public may not see use of the improvements this boating season at Taku Harbor.

Mr. Uchytel said he is working on the RFP to go forward with design services.

Mr. Uchytel said he is travelling to Washington DC for a variety of meetings, primary the American Society of Civil Engineers (ASCE) regarding the national rollout of the ASCE Report Card. He will also be meeting with the program manager for with the Coast Guard regarding the status of the Coast Guard City application that was submitted end of November and expected to be answered by March. He is also representing the city to encourage collaboration with the Coast Guard Headquarters level as far as housing goes for the new Coast Guard icebreaker. He will also be meeting with American Association of Port Administrators as well as the US Navy League and the US Navy Memorial regarding the Lone Sailor statue. The Public Works & Facilities Committee on Monday deferred the decision and sent it to the Historic Resources Advisory Committee (HRAC) for opinion and back to the Public Works and Facilities committee in April.

Regarding the proposed commercial jet ski operation, the Board did not approve commercial operations for Aurora Harbor but we are able to accommodate the company out at Statter Harbor. They can moor in an area that is not usable by larger charter vessels, they are renting space that we had available, so we did accommodate their request to operate as a charter at Statter Harbor.

The Adventure Bound was also sold to Steve Hamilton. Petro Marine agreed to lessen the fuel lien for interested buyers and didn't have any takers who went through the public process. We had a buyer trying to come forward for \$101.50 and he knows that it must meet all the requirements. For example, it must be seaworthy, and it must meet navigability requirements. Additionally, Mr. Hamilton will lose the stall that the vessel is currently in, so it will be in transient moorage until he decides. The good news is that we're not going to have to pay Trucano or whomever the estimated \$30K to dispose of it.

Ms. Hart thanked Mr. Uchytel for the update on the jet ski tours and asks about public response and whether Docks and Harbors is prepared for comments based on the impact jet ski tours may have on the Harbor.

Mr. Uchytel said that he expects the impact to be low as jet skis don't throw out big wakes. The operation will be away from the hub of Statter Harbor, and they do not go inside the Statter Harbor proper. Unlike downtown where Docks and Harbors would anticipate major impacts as we currently do not have daily tours. Regarding Statter, it would be difficult to say that a whale watch fleet, for example, can operate but jet ski cannot. One consideration was that they wanted to include a 40-foot bus for prep work and gearing up guests. Docks and Harbors does have excess space in the Butler building so space was available to lease to them. Dangerous Waters know this is a one-year trial. It may not be conducive

to continue that operation in the event of improvements to the breakwater. Docks and Harbors has agreed to allow for one year with no guarantee of continuing.

Ms. Smith asked if they are going to be in the same area as Gastineau Guiding boats.

Mr. Uchytel said the operations will be on the same float on the inside and almost underneath the gangway and that is space that could not be used for any other vessel.

Mr. Hamilton said he has missed something fundamental. He thought the recommendation was that tours could not be done out of downtown basin.

Mr. Uchytel said that there is no policy or regulation regarding use of Downtown Harbors and is the Port Director's judgement based on guidance to manage the facilities to the best and highest use. It does not serve to open the doors for daily tours out of Aurora Harbor. The Board supported the recommendation to not do so. Docks and Harbors is not saying Dangerous Waters cannot run a jet ski operation, just that it cannot be out of the Downtown Harbors. Dangerous Waters could have gone to private dock owner and gotten permission to operate. Instead, Mr. Moll approached the Harbormaster to get a Passenger for Hire Permit. That request has been granted with consideration as to what is the best interest of the other user groups at Statter Harbor and, as such, it was decided that segregating them from the inside portion of Statter Harbor was a workable solution.

Ms. Hart asked whether Docks & Harbors provides access to the building so that they can change and use the building and restroom facilities. If so, is this available to other tour operators?

Mr. Uchytel said we already do that with RFI's regarding who wants to lease any of the space for \$2.70 per foot per month. For example, property is already leased to Alaska Luxury Tours and Auke Bay Adventures. Docks and Harbors seeks additional streams of revenue. For example, Docks and Harbors have also worked with CBJ to move the IT Department out to the Fish House and that generates approximately \$90K per year.

Mr. Orr asked whether we are done forever and ever regarding Aurora for his application that he didn't even make. Could he apply again in future?

Mr. Uchytel said that nothing keeps someone from applying for a Commercial Use Permit. Mr. Uchytel said he does have the authority to grant permission to daily charters, provide that they could be safely operated. At present, Aurora and Harris Harbors are seen to be working harbors and not suitable for daily tours.

J. BOARD ADMINISTRATIVE MATTERS

- 1. Next Board meeting - Thursday, March 27th
- 2. Next Operations-Planning meeting - Wednesday, April 16th

K. ADJOURNMENT by Ms. Smith at 6:43 pm

ADA accommodation available upon request: Please contact the Clerk's office 36 hours prior to any meeting so arrangements can be made for closed captioning or sign language interpreter services depending on the meeting format. The Clerk's office telephone number is 586-5278, TDD 586-5351, e-mail: city.clerk@juneau.gov.



Port of Juneau

City & Borough of Juneau • Docks & Harbors
155 S. Seward Street • Juneau, AK 99801
(907) 586-0292 Phone • (907) 586-0295 Fax

Carnival Spirit Port Call 09/07/2024 at AS Dock

Total Number of Passengers: 2,140

D&H Revenue: \$6,921.64

Projected Revenue Under New Reg Structure: \$14,868.00

Ovation of the Seas Port Call at AS Dock

Total Number of Passengers: 4,372

D&H Revenue: \$14,103.43

Projected Revenue Under New Reg Structure: \$29,260.00

Docks and Harbors Revenue Documents the Port Maintenance Fee and Wharfage Fee.



Douglas Island Pink and Chum, Inc.

2697 Channel Drive ◦ Juneau, Alaska 99801
(907) 463-5114 ◦ www.dipac.net

Attn: Carl Uchytel
City & Borough of Juneau (CBJ)
Docks & Harbors

April 7, 2025

RE: DIPAC Request to Relinquish ATS 1356 TRS - Tract B to CBJ Docks and Harbors.

Port Director Carl Uchytel,

Douglas Island Pink and Chum, Inc. (DIPAC) is a private non-profit salmon hatchery organization located in Juneau, Alaska. DIPAC owns and manages the Macaulay Salmon Hatchery which has a current tidelands lease with CBJ Docks & Harbors. As with all Juneau Businesses, DIPAC’s costs have been rising, but unlike other Juneau businesses, DIPAC does not have control over the price of its commodities. The price per pound of salmon is set by global seafood market conditions and the price per pound of salmon is no longer covering DIPAC’s annual costs of operations. DIPAC is currently seeking to cut costs where possible without changing production goals.

DIPAC is requesting to relinquish Tract B from its current Tidelands lease as this section of property has not been used by the corporation since 2010. See photo on next page.

Tract B historically was used for an “Urban Fishing Dock” owned and managed by DIPAC. This dock was installed in 1991 and remained in service until 2001 when the CBJ Wayside Park float dock was installed.

From 1994 until 2010 there was a fishing shack located near Tract B at the edge of the DIPAC parking area which may have had activity which crossed the boundary from Tract A to Tract B.

Since 2010, there has been no DIPAC sponsored activity on Tract B and we see no use for it in the future.

Please let us know if you need any more detailed information to process this request.

Thank you for your time and attention to this matter.

Sincerely,

Katie Harms
Executive Director – DIPAC



Tract B shown highlighted in red.













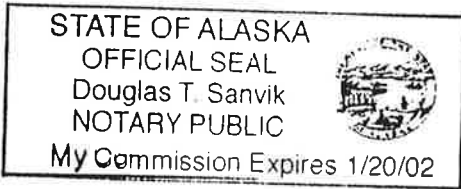


Section G, Item 2.

BOOK 0554 PAGE 790

STATE OF ALASKA)
)ss.
1st Judicial District)

THIS IS TO CERTIFY that on this 6th day of February, 2001, before me personally appeared Ron Schonenbach, of the Division of Mining, Land and Water of the Department of Natural Resources of the State of Alaska, who executed the foregoing Lease Amendment and acknowledged voluntarily signing the same.



Douglas T. Sanvik
Notary Public in and for the State of Alaska
My Commission Expires: 1/20/02

Tideland Lease ADL 104320 is recorded in Book 381 on Pages 140 - 157 in the Juneau Recording District. Attachment B, ADL 104320A, Deferred Early Entry and Lease Rental Repayment Agreement, is recorded in Book 381 on Pages 153-156.

001524
JUNEAU
RECORDING DISTRICT
cc

After recording this amendment in the Juneau Recording District please return to:

State of Alaska
Division of Mining, Land and Water
Department of Natural Resources
400 Willoughby, Suite 400
Juneau, AK 99801

state business, no charge

2001 FEB - 7 AM 8:33
REQUESTED BY AS/DWE/MCW

ASSIGNMENT OF LEASE (ADL NO. 104320)

FOR VALUE RECEIVED, the undersigned, Assignor, grants, transfers and assigns to the STATE OF ALASKA, represented by the Director of the Division of Investments, Department of Commerce and Economic Development, as Assignee, the entire Lessees' interest in and to that certain lease dated the 17th day of October, 1992, and recorded June 25, 1993 in Book 381 at Page 140, records of the Juneau Recording District, a portion of the land owned by STATE OF ALASKA, by and through THE DIRECTOR OF THE DIVISION OF LAND with the consent and concurrence of the COMMISSIONER OF NATURAL RESOURCES, the Lessor(s), located in the Juneau Recording District, First Judicial District of the State of Alaska, described as follows:

Tracts A and B of ALASKA TIDELANDS SURVEY NO. 1356, according to Plat 92-40, Juneau Recording District, First Judicial District, State of Alaska.

THIS ASSIGNMENT is made to secure:

(1) Payment of the principal sum and interest evidenced by a Promissory Note, and any amendments, extensions, or renewals of it, in the original principal sum of ---Four Million Four Hundred Thousand and No/100--- (\$ 4,400,000.00) made by Assignor to the STATE OF ALASKA, represented by the Director of the Division of Investments, Department of Commerce and Economic Development, dated August 12, 1988, in this Assignment called "the Note" and secured by a Security Agreement, in this Assignment called "Security," reference being made to that description as though fully set forth herein; and

(2) Payment of all other sums, with interest, becoming due and payable to Assignee under this assignment or under the Note and Security; and

(3) Performance and discharge of each and every obligation and agreement to Assignor under this assignment or under the Note and Security.

Assignor warrants (1) that Assignor is the sole owner of the entire Lessees' interests in the said lease; (2) that the lease is valid and enforceable and has not been altered, modified, or amended in any manner whatsoever; and (3) that the Assignor is not in default under any of the terms, covenants, or conditions of the lease.

Assignor agrees (1) to observe and perform all obligations imposed upon it under the assigned lease; (2) not to execute any other assignment of Lessees' interest in the lease; (3) not to modify the terms of the lease without the prior written consent of Assignee; (4) not to cancel or terminate the lease; (5) not to sublet the premises in whole or in part, without the prior written consent of Assignee; and (6) at Assignee's request to execute and deliver to Assignee such further assurance and assignments in the premises as Assignee shall from time to time require.

THIS ASSIGNMENT is made on the following terms and conditions:

(1) Until default by Assignor in payment of the principal, interest, or other indebtedness secured by the Note and Security Agreement or in performance of any obligation or agreement under the Note and Security, this assignment, or the assigned lease, Assignor may remain in possession of the premises and retain use and enjoyment of same.

(2) Upon or at any time after such default, Assignee may, at its option, without notice and without regard to the adequacy of the Security, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of the premises described in the lease and hold, manage and operate the same, reassign Assignor's interest in such lease, or sublet the premises; and apply any rents, income, and profits received therefrom to the payment of all expenses and managing, operating, and maintaining the premises, all expenses included to taking and retaining possession of the premises, and the principal, interest, and other indebtedness secured by the Note and Security, together with all costs and attorney's fees, in such order of priority as to any of the items mentioned' in this paragraph as Assignee in its sole discretion, may determine, any statute, law, custom, or use to the contrary notwithstanding. Exercise or nonexercise by Assignee of the

BOOK 0409 PAGE 886

(3) Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to sublet the premises, reassign Assignor's interest in such lease, or from any other act or omission of Assignee under the provision hereof unless such loss is caused by the willful misconduct and bad faith of Assignee. Nor shall Assignee be obligated to perform or discharge nor does Assignee undertake to perform or discharge nor does Assignee undertake to perform or discharge any obligation, duty, or liability under the lease or by reason of this assignment and Assignor agrees to indemnify Assignee for, and to hold Assignee harmless from, any liability, loss, or damage which may be incurred under the lease or by reason of this assignment and from any claims and demands which may be asserted against Assignee by reason of any alleged obligations or undertaking to perform or discharge any of the terms, covenants, or agreements contained in the lease. Should Assignee incur any such liability under the lease or by reason of this assignment or in defense of any such claims or demands, the amount thereof, including costs, expenses, and reasonable attorney's fees shall be secured by this assignment, and Assignor shall reimburse Assignee therefore immediately upon demand and upon the failure of Assignor to do so Assignee may at its option declare all sums secured by this assignment or by the Note and Security immediately due and payable. And it is further understood and this assignment shall not operate to place responsibility for the control, care, management or repair of the premises upon Assignee; nor shall it operate to make Assignee responsible or liable for any waste committee on the property by the tenants or by other parties, or for any dangerous or defective condition of the premises, or for any negligence in the management, upkeep, repair, or control of the premises.

(4) By virtue of said assignment, Assignee shall incur no obligations of Lessee under said lease or any obligation to cure any default of Lessee under said lease.

(5) Upon payment in full of the principal, interest, and all other indebtedness secured by this assignment or by the Note and Security, this assignment shall cease and be of no further effect but the affidavit, certificate, letter, or statement of Assignee or any officer, agent, or attorney of Assignee showing any part of the principal, interest, or other indebtedness to remain unpaid shall constitute conclusive evidence of the validity, effectiveness, and continuing force of this assignment and any person may, and is hereby authorized to, rely thereon.

(6) Assignee may take or release other security for payment of the secured principal, interest, or other indebtedness, may release any party primarily or secondarily liable, and may apply any other security held by them to the satisfaction of the secured principal, interest, or other indebtedness without prejudice to any rights under this assignment.

(7) "Lease" or "the lease" as used in this assignment means the lease hereby assigned and, at the option of the Assignee, any extension of renewal of it and any lease subsequently executed during the term of this assignment covering the premises or any part of them.

(8) Nothing contained in this assignment and no act done or omitted by Assignee pursuant to its terms shall be deemed a waiver by Assignee of any rights or remedies processed by Assignee under the terms of the Note and Security. The right of Assignee to collect the secured principal, interest and other indebtedness, and to enforce any other security may be exercised by Assignee prior to, simultaneously with, or subsequent to any action taken under this assignment.

This assignment, together with the agreements, and warranties contained in it, shall inure to the benefit of Assignee and any subsequent holder of the Note and Security and shall be binding upon Assignor and any subsequent owner of the premises.

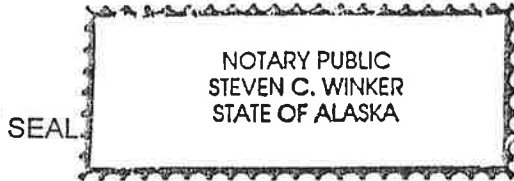
DATED at Juneau, Alaska, this 15th day of July, 19 94.

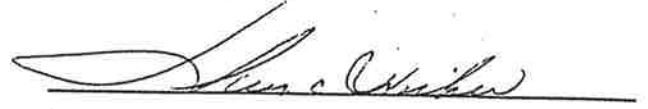
Assignor: [Signature]
Douglas Island Pink and Orum, Inc. (DIPAC)
Ladd Macaulay, Director

CORPORATE ACKNOWLEDGEMENT

State of Alaska)
) ss.
FIRST Judicial District)

The foregoing instrument was acknowledged before me this 15th day of July, 19 94, by (name) Ladd Macaulay (title) Director of Douglas Island Pink and Chum, Inc. (DIPAC), a(n) Alaskan corporation, on behalf of the corporation.




Notary Public, State of Alaska
My Commission Expires: April 9, 1996

94- 005725
N/C

PLEASE RETURN TO:
DIVISION OF INVESTMENTS
JUNEAU LENDING BRANCH
P O BOX 34159
JUNEAU AK 99803-4159

JUNEAU REC. DISTRICT
REQUESTED BY AS/DI

'94 JUL 19 AM 10 50

ALASKA DEPARTMENT OF COMMERCE AND ECONOMIC DEVELOPMENT
DIVISION OF INVESTMENTS

AGREEMENT AND CONSENT TO ASSIGNMENT OF LEASE (ADL NO. 104320)

This Agreement and Consent to Assignment of Lease executed this 19th day of July, 1994, between the STATE OF ALASKA, by and through THE DIRECTOR OF THE DIVISION OF LAND with the consent and concurrence of the COMMISSIONER OF NATURAL RESOURCES, hereinafter called "Lessor" and the STATE OF ALASKA, DEPARTMENT OF COMMERCE AND ECONOMIC DEVELOPMENT, DIVISION OF INVESTMENTS, hereinafter called "Assignee";

WITNESSETH

WHEREAS, Lessor on October 17, 1992, entered into a lease which was recorded on June 25, 1993 in Book 381 at Page 140, records of the Juneau Recording District, of the premises at Juneau, Alaska described as follows:

Tracts A and B of the ALASKA TIDELANDS SURVEY NO. 1356, according to Plat 92-40, Juneau Recording District, First Judicial District, State of Alaska.

to DOUGLAS ISLAND PINK AND CHUM, INC., as Lessee, for a term of forty-five (45) years, commencing October 17, 1992 and ending October 16, 2037 and;

WHEREAS, DOUGLAS ISLAND PINK AND CHUM, INC. (hereinafter referred to as Assignor) has assigned their interest under such lease to Assignee as security for a loan in the principal sum of ---Four Million Four Hundred Thousand and No/100----- Dollars (\$4,400,000.00), a copy of which assignment is annexed hereto; and

WHEREAS, the parties hereto are desirous of entering into an agreement respecting their interests with respect to such assignment, **IT IS AGREED:**

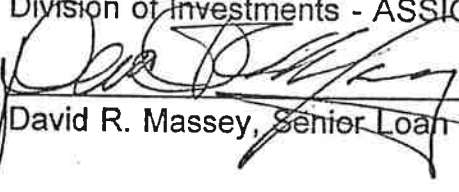
1. Lessor does hereby consent to said assignment as collateral security for purposes specified herein.
2. By virtue of said assignment, Assignee shall incur no obligations of Lessee under said lease, and Lessee shall remain liable for the rent and all other obligations to Lessor under said lease. Upon entry into possession of the premises by Assignee under provisions of said assignment, Assignee shall be subject to and be governed by the provisions of the lease in the same manner as though Assignee were the original lessee.
3. In the event Assignee enters into possession of the premises under the assignment, Lessor hereby agrees to amend said lease to name Assignee as Lessee.

**STATE BUSINESS
NO CHARGE**


0111 221

- 4. In the event the lease is cancelled or forfeited, Assignee shall have the option, within sixty (60) days after receipt of notification of termination by the Lessor, to acquire the lease for the unexpired term by curing the default. Lessor shall notify Assignee within thirty (30) days of the occurrence of any breach by Lessee of the terms, conditions or obligations of the lease. In the event the Assignee exercises the option to cure the Lessee's default, Assignee shall be liable to Lessor only for those deficiencies of Lessee of which the Assignee had proper notice.
- 5. Notice of default or any breach in performance shall be mailed by registered or certified mail, return receipt requested, to Assignee. A notice given hereunder shall be deemed delivered in a United States Post Office enclosed in a registered or certified postage prepaid wrapper.
- 6. This Agreement and Consent to Assignment of Lease shall constitute the exclusive agreement between Assignee and Lessor. In the event of a conflict between terms of this Agreement and Consent to Assignment of Lease and the terms of the Lease, the terms of this Agreement and Consent to Assignment shall control.

Dated 7/18/94

STATE OF ALASKA
 Division of Investments - ASSIGNEE

 David R. Massey, Senior Loan Officer

Dated 7/19/94

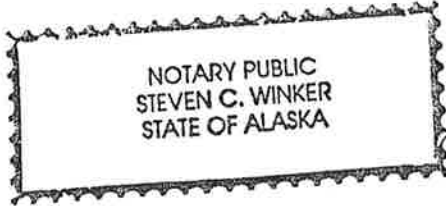
STATE OF ALASKA
 DEPARTMENT OF NATURAL RESOURCES
 Division of Land - LESSOR

 Authorized Representative

PUBLIC OFFICER ACKNOWLEDGEMENT

State of Alaska)
) ss.
First Judicial District)

The foregoing instrument was acknowledged before me this 18th day of July, 1994, by (name) David R. Massey, (title) Senior Loan Officer, Juneau Lending Branch, of the State of Alaska, Division of Investments.

SEAL



Steven C. Winker

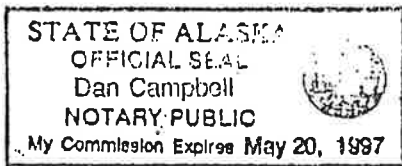
Notary Public, State of Alaska
My Commission Expires: July 9, 1996

PUBLIC OFFICER ACKNOWLEDGEMENT

State of Alaska)
) ss.
First Judicial District)

The foregoing instrument was acknowledged before me this 19th day of JULY, 1994, by (name) ANDREW W. PEKOVICH, (title) REGIONAL MANAGER, of the State of Alaska, Department of Natural Resources, Division of Land.

SEAL



Dan Campbell
Notary Public, State of Alaska
My Commission Expires: 5/20/94

94-005726
n/c

JUNEAU REC. DISTRICT
REQUESTED BY AS/DI

'94 JUL 19 AM 10 51

PLEASE RETURN TO:
DIVISION OF INVESTMENTS
JUNEAU LENDING BRANCH
P O BOX 34159
JUNEAU AK 99803-4159

FOR VALUE RECEIVED, the undersigned, Assignor, grants, transfers and assigns to the STATE OF ALASKA, represented by the Director of the Division of Investments, Department of Commerce and Economic Development, as Assignee, the entire Lessees' interest in and to that certain lease dated the 17th day of October, 1992, and recorded June 25, 1993 in Book 381 at Page 140, records of the Juneau Recording District, a portion of the land owned by STATE OF ALASKA, by and through THE DIRECTOR OF THE DIVISION OF LAND with the consent and concurrence of the COMMISSIONER OF NATURAL RESOURCES, the Lessor(s), located in the Juneau Recording District, First Judicial District of the State of Alaska, described as follows:

Tracts A and B of ALASKA TIDELANDS SURVEY NO. 1356, according to Plat 92-40, Juneau Recording District, First Judicial District, State of Alaska.

THIS ASSIGNMENT is made to secure:

(1) Payment of the principal sum and interest evidenced by a Promissory Note, and any amendments, extensions, or renewals of it, in the original principal sum of **---Four Hundred Fifty Thousand and No/100---** (\$ 450,000.00) made by Assignor to the STATE OF ALASKA, represented by the Director of the Division of Investments, Department of Commerce and Economic Development, dated **July 25, 1990**, in this Assignment called "the Note" and secured by a Security Agreement, in this Assignment called "Security," reference being made to that description as though fully set forth herein; and

(2) Payment of all other sums, with interest, becoming due and payable to Assignee under this assignment or under the Note and Security; and

(3) Performance and discharge of each and every obligation and agreement to Assignor under this assignment or under the Note and Security.

Assignor warrants (1) that Assignor is the sole owner of the entire Lessees' interests in the said lease; (2) that the lease is valid and enforceable and has not been altered, modified, or amended in any manner whatsoever; and (3) that the Assignor is not in default under any of the terms, covenants, or conditions of the lease.

Assignor agrees (1) to observe and perform all obligations imposed upon it under the assigned lease; (2) not to execute any other assignment of Lessees' interest in the lease; (3) not to modify the terms of the lease without the prior written consent of Assignee; (4) not to cancel or terminate the lease; (5) not to sublet the premises in whole or in part, without the prior written consent of Assignee; and (6) at Assignee's request to execute and deliver to Assignee such further assurance and assignments in the premises as Assignee shall from time to time require.

THIS ASSIGNMENT is made on the following terms and conditions:

(1) Until default by Assignor in payment of the principal, interest, or other indebtedness secured by the Note and Security Agreement or in performance of any obligation or agreement under the Note and Security, this assignment, or the assigned lease, Assignor may remain in possession of the premises and retain use and enjoyment of same.

(2) Upon or at any time after such default, Assignee may, at its option, without notice and without regard to the adequacy of the Security, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of the premises described in the lease and hold, manage and operate the same, reassign Assignor's interest in such lease, or sublet the premises; and apply any rents, income, and profits received therefrom to the payment of all expenses and managing, operating, and maintaining the premises, all expenses included to taking and retaining possession of the premises, and the principal, interest, and other indebtedness secured by the Note and Security, together with all costs and attorney's fees, in such order of priority as to any of the items mentioned in this paragraph as Assignee in its sole discretion, may determine, any statute, law, custom, or use to the contrary notwithstanding. Exercise or nonexercise by Assignee of the

options granted in this paragraph shall not be considered a waiver of any def by Assignor under the Note and Security or under the lease or this assignment.

Section G, Item 2.

BOOK 0409 PAGE 899

(3) Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to sublet the premises, reassign Assignor's interest in such lease, or from any other act or omission of Assignee under the provision hereof unless such loss is caused by the willful misconduct and bad faith of Assignee. Nor shall Assignee be obligated to perform or discharge nor does Assignee undertake to perform or discharge nor does Assignee undertake to perform or discharge any obligation, duty, or liability under the lease or by reason of this assignment and Assignor agrees to indemnify Assignee for, and to hold Assignee harmless from, any liability, loss, or damage which may be incurred under the lease or by reason of this assignment and from any claims and demands which may be asserted against Assignee by reason of any alleged obligations or undertaking to perform or discharge any of the terms, covenants, or agreements contained in the lease. Should Assignee incur any such liability under the lease or by reason of this assignment or in defense of any such claims or demands, the amount thereof, including costs, expenses, and reasonable attorney's fees shall be secured by this assignment, and Assignor shall reimburse Assignee therefore immediately upon demand and upon the failure of Assignor to do so Assignee may at its option declare all sums secured by this assignment or by the Note and Security immediately due and payable. And it is further understood and this assignment shall not operate to place responsibility for the control, care, management or repair of the premises upon Assignee; nor shall it operate to make Assignee responsible or liable for any waste committee on the property by the tenants or by other parties, or for any dangerous or defective condition of the premises, or for any negligence in the management, upkeep, repair, or control of the premises.

(4) By virtue of said assignment, Assignee shall incur no obligations of Lessee under said lease or any obligation to cure any default of Lessee under said lease.

(5) Upon payment in full of the principal, interest, and all other indebtedness secured by this assignment or by the Note and Security, this assignment shall cease and be of no further effect but the affidavit, certificate, letter, or statement of Assignee or any officer, agent, or attorney of Assignee showing any part of the principal, interest, or other indebtedness to remain unpaid shall constitute conclusive evidence of the validity, effectiveness, and continuing force of this assignment and any person may, and is hereby authorized to, rely thereon.

(6) Assignee may take or release other security for payment of the secured principal, interest, or other indebtedness, may release any party primarily or secondarily liable, and may apply any other security held by them to the satisfaction of the secured principal, interest, or other indebtedness without prejudice to any rights under this assignment.

(7) "Lease" or "the lease" as used in this assignment means the lease hereby assigned and, at the option of the Assignee, any extension of renewal of it and any lease subsequently executed during the term of this assignment covering the premises or any part of them.

(8) Nothing contained in this assignment and no act done or omitted by Assignee pursuant to its terms shall be deemed a waiver by Assignee of any rights or remedies processed by Assignee under the terms of the Note and Security. The right of Assignee to collect the secured principal, interest and other indebtedness, and to enforce any other security may be exercised by Assignee prior to, simultaneously with, or subsequent to any action taken under this assignment.

This assignment, together with the agreements, and warranties contained in it, shall inure to the benefit of Assignee and any subsequent holder of the Note and Security and shall be binding upon Assignor and any subsequent owner of the premises.

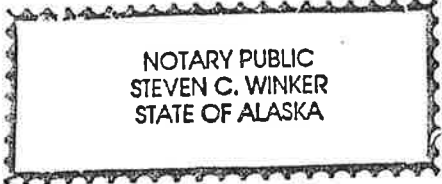
DATED at Juneau, Alaska, this 13th day of July, 19 94.

Assignor: [Signature]
Douglas Island Pink and Chum, Inc. (DIPAC)
Ladd Macaulay, Director

CORPORATE ACKNOWLEDGEMENT

State of Alaska)
) ss.
FIRST Judicial District)

The foregoing instrument was acknowledged before me this 15th day of July, 1994, by (name) Ladd Macaulay (title) Director of Douglas Island Pink and Chum, Inc. (DIPAC), a(n) Alaskan corporation, on behalf of the corporation.



SEAL

Steven C. Winker

Notary Public, State of Alaska

My Commission Expires: Aug 9, 1996

94-005729
N/C

JUNEAU REC. DISTRICT
REQUESTED BY AS/DI

'94 JUL 19 AM 10 52

PLEASE RETURN TO:
DIVISION OF INVESTMENTS
JUNEAU LENDING BRANCH
P O BOX 34159
JUNEAU AK 99803-4159

ALASKA DEPARTMENT OF COMMERCE AND ECONOMIC DEVELOPMENT
DIVISION OF INVESTMENTS

AGREEMENT AND CONSENT TO ASSIGNMENT OF LEASE (ADL NO. 104320)

This Agreement and Consent to Assignment of Lease executed this 19th day of July, 1994, between the **STATE OF ALASKA**, by and through **THE DIRECTOR OF THE DIVISION OF LAND** with the consent and concurrence of the **COMMISSIONER OF NATURAL RESOURCES**, hereinafter called "Lessor" and the **STATE OF ALASKA, DEPARTMENT OF COMMERCE AND ECONOMIC DEVELOPMENT, DIVISION OF INVESTMENTS**, hereinafter called "Assignee";

WITNESSETH

WHEREAS, Lessor on October 17, 1992, entered into a lease which was recorded on June 25, 1993 in Book 381 at Page 140, records of the Juneau Recording District, of the premises at Juneau, Alaska described as follows:

Tracts A and B of the ALASKA TIDELANDS SURVEY NO. 1356, according to Plat 92-40, Juneau Recording District, First Judicial District, State of Alaska.

to **DOUGLAS ISLAND PINK AND CHUM, INC.**, as Lessee, for a term of forty-five (45) years, commencing October 17, 1992 and ending October 16, 2037 and;

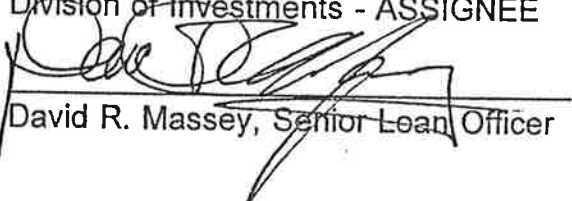
WHEREAS, **DOUGLAS ISLAND PINK AND CHUM, INC.** (hereinafter referred to as Assignor) has assigned their interest under such lease to Assignee as security for a loan in the principal sum of ~~---Four Hundred Fifty Thousand and No/100---~~ **Dollars (\$450,000.00)**, a copy of which assignment is annexed hereto; and

WHEREAS, the parties hereto are desirous of entering into an agreement respecting their interests with respect to such assignment, **IT IS AGREED:**


1. Lessor does hereby consent to said assignment as collateral security for purposes specified herein.
2. By virtue of said assignment, Assignee shall incur no obligations of Lessee under said lease, and Lessee shall remain liable for the rent and all other obligations to Lessor under said lease. Upon entry into possession of the premises by Assignee under provisions of said assignment, Assignee shall be subject to and be governed by the provisions of the lease in the same manner as though Assignee were the original lessee.
3. In the event Assignee enters into possession of the premises under the assignment, Lessor hereby agrees to amend said lease to name Assignee as Lessee.

- 4. In the event the lease is cancelled or forfeited, Assignee shall have the option, within sixty (60) days after receipt of notification of termination by the Lessor, to acquire the lease for the unexpired term by curing the default. Lessor shall notify Assignee within thirty (30) days of the occurrence of any breach by Lessee of the terms, conditions or obligations of the lease. In the event the Assignee exercises the option to cure the Lessee's default, Assignee shall be liable to Lessor only for those deficiencies of Lessee of which the Assignee had proper notice.
- 5. Notice of default or any breach in performance shall be mailed by registered or certified mail, return receipt requested, to Assignee. A notice given hereunder shall be deemed delivered in a United States Post Office enclosed in a registered or certified postage prepaid wrapper.
- 6. This Agreement and Consent to Assignment of Lease shall constitute the exclusive agreement between Assignee and Lessor. In the event of a conflict between terms of this Agreement and Consent to Assignment of Lease and the terms of the Lease, the terms of this Agreement and Consent to Assignment shall control.

Dated 7/18/94

STATE OF ALASKA
 Division of Investments - ASSIGNEE

 David R. Massey, Senior Loan Officer

Dated 7/19/94

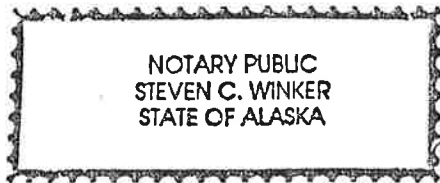
STATE OF ALASKA
 DEPARTMENT OF NATURAL RESOURCES
 Division of Land - LESSOR

 Authorized Representative

PUBLIC OFFICER ACKNOWLEDGEMENT

State of Alaska)
) ss.
First Judicial District)

The foregoing instrument was acknowledged before me this 18th day of July, 1994, by (name) David R. Massey, (title) Senior Loan Officer, Juneau Lending Branch, of the State of Alaska, Division of Investments.

SEAL



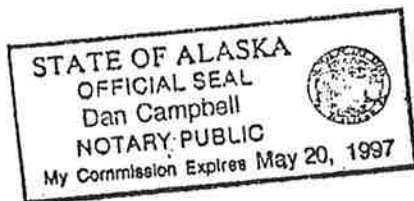
Steven C. Winker
Notary Public, State of Alaska
My Commission Expires: April 9, 1996

PUBLIC OFFICER ACKNOWLEDGEMENT

State of Alaska)
) ss.
First Judicial District)

The foregoing instrument was acknowledged before me this 19th day of JULY, 1994, by (name) ANDREW W. PEKOVICH, (title) REGIONAL MANAGER, of the State of Alaska, Department of Natural Resources, Division of Land.

SEAL



Dan Campbell
Notary Public, State of Alaska
My Commission Expires: 5/20/97

94- 005730
N/C

PLEASE RETURN TO:
DIVISION OF INVESTMENTS
JUNEAU LENDING BRANCH
P O BOX 34159
JUNEAU AK 99803-4159

JUNEAU REC. DISTRICT
REQUESTED BY AS/DI

'94 JUL 19 AM 10 52

ASSIGNMENT OF LEASE (ADL NO. 104320)

FOR VALUE RECEIVED, the undersigned, Assignor, grants, transfers and assigns to the STATE OF ALASKA, represented by the Director of the Division of Investments, Department of Commerce and Economic Development, as Assignee, the entire Lessees' interest in and to that certain lease dated the 17th day of October, 1992, and recorded June 25, 1993 in Book 381 at Page 140, records of the Juneau Recording District, a portion of the land owned by STATE OF ALASKA, by and through THE DIRECTOR OF THE DIVISION OF LAND with the consent and concurrence of the COMMISSIONER OF NATURAL RESOURCES, the Lessor(s), located in the Juneau Recording District, First Judicial District of the State of Alaska, described as follows:

Tracts A and B of ALASKA TIDELANDS SURVEY NO. 1356, according to Plat 92-40, Juneau Recording District, First Judicial District, State of Alaska.

THIS ASSIGNMENT is made to secure:

(1) Payment of the principal sum and interest evidenced by a Promissory Note, and any amendments, extensions, or renewals of it, in the original principal sum of **---One Hundred Twenty Thousand and No/100---** (\$ 120,000.00) made by Assignor to the STATE OF ALASKA, represented by the Director of the Division of Investments, Department of Commerce and Economic Development, dated **December 11, 1990**, in this Assignment called "the Note" and secured by a Security Agreement, in this Assignment called "Security," reference being made to that description as though fully set forth herein; and

(2) Payment of all other sums, with interest, becoming due and payable to Assignee under this assignment or under the Note and Security; and

(3) Performance and discharge of each and every obligation and agreement to Assignor under this assignment or under the Note and Security.

Assignor warrants (1) that Assignor is the sole owner of the entire Lessees' interests in the said lease; (2) that the lease is valid and enforceable and has not been altered, modified, or amended in any manner whatsoever; and (3) that the Assignor is not in default under any of the terms, covenants, or conditions of the lease.

Assignor agrees (1) to observe and perform all obligations imposed upon it under the assigned lease; (2) not to execute any other assignment of Lessees' interest in the lease; (3) not to modify the terms of the lease without the prior written consent of Assignee; (4) not to cancel or terminate the lease; (5) not to sublet the premises in whole or in part, without the prior written consent of Assignee; and (6) at Assignee's request to execute and deliver to Assignee such further assurance and assignments in the premises as Assignee shall from time to time require.

THIS ASSIGNMENT is made on the following terms and conditions:

(1) Until default by Assignor in payment of the principal, interest, or other indebtedness secured by the Note and Security Agreement or in performance of any obligation or agreement under the Note and Security, this assignment, or the assigned lease, Assignor may remain in possession of the premises and retain use and enjoyment of same.

(2) Upon or at any time after such default, Assignee may, at its option, without notice and without regard to the adequacy of the Security, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of the premises described in the lease and hold, manage and operate the same, reassign Assignor's interest in such lease, or sublet the premises; and apply any rents, income, and profits received therefrom to the payment of all expenses and managing, operating, and maintaining the premises, all expenses included to taking and retaining possession of the premises, and the principal, interest, and other indebtedness secured by the Note and Security, together with all costs and attorney's fees, in such order of priority as to any of the items mentioned in this paragraph as Assignee in its sole discretion, may determine, any statute, law, custom, or use to the contrary notwithstanding. Exercise or nonexercise by Assignee of the

options granted in this paragraph shall not be considered a waiver of any default by Assignor under the Note and Security or under the lease or its assignment.

Section G, Item 2.

BOOK 0409 PAGE 912

(3) Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to sublet the premises, reassign Assignor's interest in such lease, or from any other act or omission of Assignee under the provision hereof unless such loss is caused by the willful misconduct and bad faith of Assignee. Nor shall Assignee be obligated to perform or discharge nor does Assignee undertake to perform or discharge nor does Assignee undertake to perform or discharge any obligation, duty, or liability under the lease or by reason of this assignment and Assignor agrees to indemnify Assignee for, and to hold Assignee harmless from, any liability, loss, or damage which may be incurred under the lease or by reason of this assignment and from any claims and demands which may be asserted against Assignee by reason of any alleged obligations or undertaking to perform or discharge any of the terms, covenants, or agreements contained in the lease. Should Assignee incur any such liability under the lease or by reason of this assignment or in defense of any such claims or demands, the amount thereof, including costs, expenses, and reasonable attorney's fees shall be secured by this assignment, and Assignor shall reimburse Assignee therefore immediately upon demand and upon the failure of Assignor to do so Assignee may at its option declare all sums secured by this assignment or by the Note and Security immediately due and payable. And it is further understood and this assignment shall not operate to place responsibility for the control, care, management or repair of the premises upon Assignee; nor shall it operate to make Assignee responsible or liable for any waste committed on the property by the tenants or by other parties, or for any dangerous or defective condition of the premises, or for any negligence in the management, upkeep, repair, or control of the premises.

(4) By virtue of said assignment, Assignee shall incur no obligations of Lessee under said lease or any obligation to cure any default of Lessee under said lease.

(5) Upon payment in full of the principal, interest, and all other indebtedness secured by this assignment or by the Note and Security, this assignment shall cease and be of no further effect but the affidavit, certificate, letter, or statement of Assignee or any officer, agent, or attorney of Assignee showing any part of the principal, interest, or other indebtedness to remain unpaid shall constitute conclusive evidence of the validity, effectiveness, and continuing force of this assignment and any person may, and is hereby authorized to, rely thereon.


(6) Assignee may take or release other security for payment of the secured principal, interest, or other indebtedness, may release any party primarily or secondarily liable, and may apply any other security held by them to the satisfaction of the secured principal, interest, or other indebtedness without prejudice to any rights under this assignment.

(7) "Lease" or "the lease" as used in this assignment means the lease hereby assigned and, at the option of the Assignee, any extension or renewal of it and any lease subsequently executed during the term of this assignment covering the premises or any part of them.

(8) Nothing contained in this assignment and no act done or omitted by Assignee pursuant to its terms shall be deemed a waiver by Assignee of any rights or remedies processed by Assignee under the terms of the Note and Security. The right of Assignee to collect the secured principal, interest and other indebtedness, and to enforce any other security may be exercised by Assignee prior to, simultaneously with, or subsequent to any action taken under this assignment.

This assignment, together with the agreements, and warranties contained in it, shall inure to the benefit of Assignee and any subsequent holder of the Note and Security and shall be binding upon Assignor and any subsequent owner of the premises.

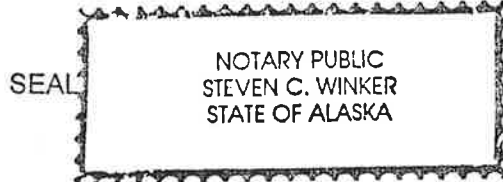
DATED at TOWSON, Alaska, this 15th day of July, 19 94.

Assignor: 
Douglas Island Pink and Chum, Inc. (DIPAC)
Ladd Macaulay, Director

CORPORATE ACKNOWLEDGEMENT BOOK **0409** PAGE **913**

State of Alaska)
) ss.
FIRST Judicial District)

The foregoing instrument was acknowledged before me this 15th day of July, 1994, by (name) Ladd Macaulay (title) Director of Douglas Island Pink and Chum, Inc. (DIPAC), a(n) Alaskan corporation, on behalf of the corporation.



Steven C. Winker

Notary Public, State of Alaska

My Commission Expires: August 9, 1996

94- 005733
N/C

PLEASE RETURN TO:
DIVISION OF INVESTMENTS
JUNEAU LENDING BRANCH
P O BOX 34159
JUNEAU AK 99803-4159

JUNEAU REC. DISTRICT
REQUESTED BY AS/PI

'94 JUL 19 AM 10 53

ALASKA DEPARTMENT OF COMMERCE AND ECONOMIC DEVELOPMENT
DIVISION OF INVESTMENTS

AGREEMENT AND CONSENT TO ASSIGNMENT OF LEASE (ADL NO. 104320)

This Agreement and Consent to Assignment of Lease executed this 19th day of July, 1994, between the **STATE OF ALASKA**, by and through THE DIRECTOR OF THE DIVISION OF LAND with the consent and concurrence of the COMMISSIONER OF NATURAL RESOURCES, hereinafter called "Lessor" and the **STATE OF ALASKA, DEPARTMENT OF COMMERCE AND ECONOMIC DEVELOPMENT, DIVISION OF INVESTMENTS**, hereinafter called "Assignee";

WITNESSETH

WHEREAS, Lessor on October 17, 1992, entered into a lease which was recorded on June 25, 1993 in Book 381 at Page 140, records of the Juneau Recording District, of the premises at Juneau, Alaska described as follows:

Tracts A and B of the ALASKA TIDELANDS SURVEY NO. 1356, according to Plat 92-40, Juneau Recording District, First Judicial District, State of Alaska.

to **DOUGLAS ISLAND PINK AND CHUM, INC.**, as Lessee, for a term of forty-five (45) years, commencing October 17, 1992 and ending October 16, 2037 and;

WHEREAS, **DOUGLAS ISLAND PINK AND CHUM, INC.** (hereinafter referred to as Assignor) has assigned their interest under such lease to Assignee as security for a loan in the principal sum of ---One Hundred Twenty Thousand and No/100--- Dollars (\$120,000.00), a copy of which assignment is annexed hereto; and

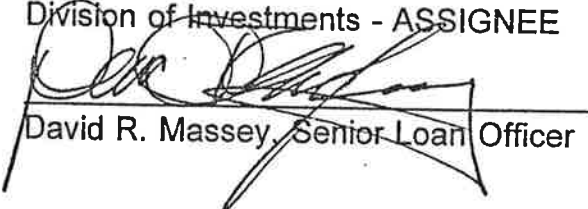
WHEREAS, the parties hereto are desirous of entering into an agreement respecting their interests with respect to such assignment, **IT IS AGREED:**

1. Lessor does hereby consent to said assignment as collateral security for purposes specified herein.
2. By virtue of said assignment, Assignee shall incur no obligations of Lessee under said lease, and Lessee shall remain liable for the rent and all other obligations to Lessor under said lease. Upon entry into possession of the premises by Assignee under provisions of said assignment, Assignee shall be subject to and be governed by the provisions of the lease in the same manner as though Assignee were the original lessee.
3. In the event Assignee enters into possession of the premises under the assignment, Lessor hereby agrees to amend said lease to name Assignee as Lessee.

- 4. In the event the lease is cancelled or forfeited, Assignee shall have the option, within sixty (60) days after receipt of notification of termination by the Lessor, to acquire the lease for the unexpired term by curing the default. Lessor shall notify Assignee within thirty (30) days of the occurrence of any breach by Lessee of the terms, conditions or obligations of the lease. In the event the Assignee exercises the option to cure the Lessee's default, Assignee shall be liable to Lessor only for those deficiencies of Lessee of which the Assignee had proper notice.
- 5. Notice of default or any breach in performance shall be mailed by registered or certified mail, return receipt requested, to Assignee. A notice given hereunder shall be deemed delivered in a United States Post Office enclosed in a registered or certified postage prepaid wrapper.
- 6. This Agreement and Consent to Assignment of Lease shall constitute the exclusive agreement between Assignee and Lessor. In the event of a conflict between terms of this Agreement and Consent to Assignment of Lease and the terms of the Lease, the terms of this Agreement and Consent to Assignment shall control.

Dated 7/18/94

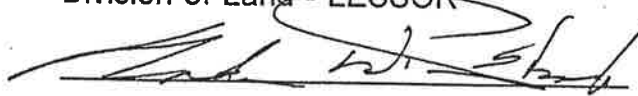
STATE OF ALASKA
Division of Investments - ASSIGNEE



David R. Massey, Senior Loan Officer

Dated 7/19/94

STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
Division of Land - LESSOR

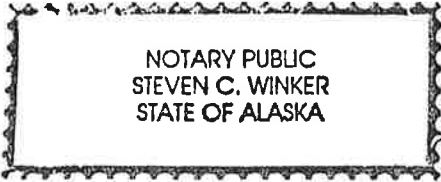


Authorized Representative

PUBLIC OFFICER ACKNOWLEDGEMENT

State of Alaska)
) ss.
First Judicial District)

The foregoing instrument was acknowledged before me this 18TH day of July, 1994, by (name) David R. Massey, (title) Senior Loan Officer, Juneau Lending Branch, of the State of Alaska, Division of Investments.



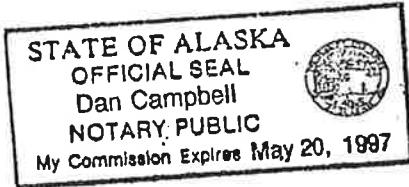
SEAL

Steven C. Winker
Notary Public, State of Alaska
My Commission Expires: August 9, 1996

PUBLIC OFFICER ACKNOWLEDGEMENT

State of Alaska)
) ss.
First Judicial District)

The foregoing instrument was acknowledged before me this 19TH day of JULY, 1994, by (name) ANDREW W. PEKOVICH, (title) REGIONAL MANAGER, of the State of Alaska, Department of Natural Resources, Division of Land.



SEAL

Dan Campbell
Notary Public, State of Alaska
My Commission Expires: 5/20/97

94- 005734
N/C

PLEASE RETURN TO:
DIVISION OF INVESTMENTS
JUNEAU LENDING BRANCH
P O BOX 34159
JUNEAU AK 99803-4159

JUNEAU REC. DISTRICT
REQUESTED BY AS/DI

'94 JUL 19 AM 10 54

**STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF LAND
P.O. Box 107005
Anchorage, Alaska 99510-7005**

ADL No. 104320

TIDELANDS LEASE AGREEMENT

**Pursuant to:
A.S. 38.05.070(a);
A.S. 38.05.810(b)-(d).**

This Lease Agreement is made and entered into this *17th* day of *October, 1992*, between the State of Alaska, by and through the Director of the Division of Land with the consent and concurrence of the Commissioner of Natural Resources (hereinafter referred to as "the Lessor"), and *Douglas Island Pink and Chum, Inc.* whose address is *2697 Channel Drive, Juneau, Alaska 99801* (hereinafter referred to as "the Lessee").

WITNESSETH:

WHEREAS, the Lessor has undertaken the necessary administrative actions under applicable laws and regulations to fully authorize and enable the lease of the Parcel described herein, which is acknowledged by the Lessee by his signature hereto;

WHEREAS, the Lessee is aware of the provisions of Title 38, Alaska Statutes, Title 11, Alaska Administrative Code, and other applicable laws, regulations, and ordinances, and fully understands the duties and obligations of the Lessee under this Lease, and the rights and remedies of the Lessor,

NOW THEREFORE, the Lessor and the Lessee, in consideration of the mutual covenants and conditions stated in this Lease, agree as follows:

The Lessor agrees to lease to the Lessee the following parcel of land (hereinafter referred to as "the Parcel") which is situated in the State of Alaska and is described as follows:

Tracts A and B of Alaska Tidelands Survey No. 1356, containing 4.88 acres, more or less, according to the amended survey plat recorded in the Juneau Recording District on August 24, 1992 as plat 92-40.

EXCEPTING AND RESERVING THEREFROM, to the Lessor and its assigns during the term of this Lease, the following specific interests, which shall be in addition to and not in derogation of any general reservations to the Lessor which are required by law and which may be stated elsewhere in this Lease:

Subject to: Platted easements and reservations;

Attachment A, Special Stipulations, attached to and made part of this lease agreement;

Attachment B, Repayment Agreement of Early Entry Permit Fees and first 5 years of Lease Rental; and

Attachment C, Development Plan, attached to and made part of this lease agreement.

TO HAVE AND TO HOLD the said demised premises for a term of 45 years commencing on the 17th day of October 1992 and ending at 12 o'clock midnight on the 16th day of October, 2037, unless sooner terminated as hereinafter provided.

LEASE COMPENSATION. (a) The Lessee shall pay to the Lessor compensation as follows, without the necessity of any billing by the Lessor:

Equal annual payments, in advance, on or before the 17th day of October of every year during the first five years of the lease at the rate of Twenty thousand four hundred dollars (\$20,400.00) per annum of which Seventeen thousand eight hundred fifty dollars (\$17,850.00) is deferred each year for the first five years per the attached Repayment Agreement. Beginning October 17, 1997 lease rental will be adjusted to the current fair market value rate. In addition to the adjusted current fair market value rent due October 17, 1997 the deferred payments will commence per the attached Repayment Agreement.

The Lessor may, upon 10 days' notice, review and copy any records of the Lessee that are necessary to verify the Lessee's compliance with this paragraph.

(b) In accordance with AS 38.05.105, the lease compensation is subject to adjustment by the Lessor at the commencement of the sixth year of the term and every fifth year thereafter (the "adjustment date"). The compensation adjustment takes effect on the applicable adjustment date, regardless of whether the adjustment determination occurs before or after that date. All reasonable costs of the adjustment, including reappraisal if required by the Lessor, shall be borne by the Lessee.

It is agreed that the covenants, terms and agreements herein contained shall be binding upon the successors and assigns of the respective parties hereto.

THE LESSOR AND THE LESSEE FURTHER COVENANT AND AGREE AS FOLLOWS:

1. Use of Parcel. The Lessee shall use and occupy the Parcel in compliance with all applicable laws, regulations, ordinances, and orders which a public authority has promulgated or may promulgate, including those of a building or zoning authority and those relating to pollution and sanitation control. The Lessee shall not permit any unlawful occupation, business, or trade to be conducted on the Parcel. The Lessee shall properly locate himself and his improvements on the Parcel, and shall not commit waste of the Parcel, whether ameliorated or otherwise. Notwithstanding such laws, regulations, ordinances, and orders, the Lessee shall maintain the Parcel in a reasonably neat and clean condition, and take all prudent precautions to prevent or suppress pollution of the ground, surface water, air, or land, and to prevent or suppress grass, brush, or forest fires, and to prevent erosion or destruction of the land.

2. Permanent Improvements. The Lessee must within 90 days of completion of any site improvements including, but not limited to, structural improvements, clearing, leveling, excavation, and backfill, file with the Lessor adequate and reasonable documentation of such improvements, setting forth all applicable costs and quantities. Failure to provide such documentation will result in loss of credit for such improvements in determination of the original condition of the Parcel for reappraisal purposes.

3. Encumbrance of Parcel. The Lessee, during the term of this Lease, shall not encumber or cloud the Lessor's title to the Parcel, or any portion thereof, nor enter into any lease, easement, or other obligation of the Lessor's title without the prior written consent of the Lessor; and any such act or omission, without the prior written consent of the Lessor, shall be void against the Lessor.

4. Assignment of Parcel. The Lessee may not assign or sublet the Parcel, without the prior written approval of the Lessor. The Lessor may approve such assignment or subletting if the Lessor finds it to be in the best interest of the State. No assignment or subletting of the Parcel shall be approved until the assignee agrees to be subject to and governed by the provisions of this Lease in the same manner as the original Lessee. No such assignment or subletting will be effective until approved by the Lessor in writing. No assignment or subletting of the Parcel, or any portion thereof, by the Lessee shall annul the Lessee's obligation to pay the rent herein required for the full term of this lease. Except as provided in this lease, no subdivision of the leasehold interest, including any exposed airspace thereon, shall occur.

5. Denial of Warranty Regarding Conditions. The Lessor makes no warranty, express or implied, nor assumes any liability whatsoever, regarding the social, economic, or environmental aspects of the Parcel, to include, without limitation, the soil conditions, water drainage, natural or artificial hazards which may exist, or the profitability or fitness of the Parcel for any use.

6. Agreement to Terms of Lease Documents. (a) The Lessor and the Lessee agree and recognize that each of the covenants and conditions in this Lease and any attachments thereto are merged and incorporated into this agreement and shall be binding upon themselves and upon their respective successors and assigns and shall inure to heir benefit. The Lessor and the Lessee further agree and recognize that this Lease shall be conditioned upon satisfactory performance by the Lessor and the Lessee of all covenants contained herein.

(b) If all or part of said Parcel has been tentatively approved, but not yet patented, by the United States to the Lessor, then this Lease shall be conditioned upon receipt by the Lessor of such patent. If for any reason the Lessor does not receive patent, any rental payments made to the Lessor under this Lease will not be refunded. Any prepaid lease rentals on lands to which patent is denied the Lessor shall be refunded to the Lessee of record and any properly recorded lienholder, if any, jointly. The money refunded shall, however, be limited to the prorata portion of the unexpired term. The Lessor shall have no further liability to the Lessee for the termination of the Lease.

7. Payment of Taxes and Assessments. The Lessee shall pay all taxes and assessments accruing against the Parcel during the term of the Lease.

8. Right-of-Way for Public Highways and Utilities. In the event that the Parcel borders or includes one or more section lines, the Lessor hereby expressly reserves unto itself and its successors and assigns a right-of-way 100 feet wide and centered on such section line or lines.

9. Navigable and Public Waters. The Lessor reserves an easement 50 feet wide for public access along the mean high water line or ordinary high water mark of all water bodies listed in this Lease which are bordering on or included within the Parcel. Public easements to and along listed water bodies are reserved for all of those uses and purposes normally associated with or incident to an easement for access to the public resources of the water body to and along which the easement has been reserved. No public access easement may be obstructed or otherwise rendered by the Lessee incapable of reasonable use by the public for the purposes for which it was reserved. No public access easement may be vacated, abandoned, or extinguished without approval of the Lessor.

NO. 10-111 (REV. 8/89)

10. Reservation of Easements. The Lessor expressly reserves the right to take for the use of the State of Alaska and the right to grant to third parties, easements or rights-of-way of unlimited size across the Parcel herein leased if it is determined to be in the best interests of the State to do so, even though the creation of the easement or right-of-way terminates the entire leasehold estate; provided, however, that the Lessee shall be entitled to compensation for all improvements or crops which are damaged or destroyed as a direct result of such easement or right-of-way.

11. Condemnation of Leasehold or Improvements. With the exception of the taking of easements or rights-of-way which is governed by paragraph 10 above, if the whole or any part of the Parcel is taken by any authorized body or person vested with the power of eminent domain, by negotiation, court action, or otherwise, the following provisions control:

(a) Taking of the entire premises. If all of the premises are taken by condemnation, the terms of the Lease and all rights of the Lessee will immediately terminate, and the rent must be adjusted so that it is due only until the date the Lessee is required to surrender possession of the premises. The Lessor is entitled to all the condemnation proceeds, except that the Lessee will be paid the portion of the proceeds attributable to the fair market value of the buildings or improvements placed on the condemned premises by the Lessee.

(b) Taking of substantial part of premises. If the taking is of a substantial part of premises, the following rules apply:

(1) If the taking by condemnation reduces the ground area of the Parcel by at least 30 percent or materially affects the use being made by the Lessee of the Parcel, the Lessee has the right to elect to terminate or not to terminate the Lease by written notice to the Lessor not later than 180 days after the date of taking.

(2) If the Lessee elects to terminate, the provisions in (a) of this subsection govern the condemned portion of the Parcel and the terms of the Lease govern disposal of the remainder of any buildings or improvements made by the Lessee.

(3) If the Lessee elects not to terminate, the Lease continues and the Lessor is entitled to the full condemnation proceeds except the portion attributable to the fair market value of the buildings or improvements placed on the condemned portion of the premises by the Lessee. Rent at the existing rate will terminate on the date of taking. Except as it may be adjusted from time to time under the terms of the Lease and applicable statutes, rent for the balance of the term will be adjusted by the Lessor to reflect the taking.

(c) Taking of insubstantial part of premises. If the taking by condemnation reduces the ground area of the Parcel by less than 30 percent and the Lessor determines that the taking is of such an insubstantial portion that the Lessee's use of the Parcel is not materially affected, the provisions of (b)(3) of this subsection will govern.

12. Access. The Lessor makes no representations or warranty that it will construct or maintain access to the Parcel.

13. Valid Existing Rights. This Lease is entered into and made subject to all valid existing rights, including easements, rights-of-way, reservations, or other interests in land in existence on the date of execution of this Lease.

14. Inspection. The Lessor shall have reasonable access to the Parcel for purposes of inspection regarding the faithful performance of the covenants and conditions of this Lease and for the performance of other lawful requirements.

15. Mineral Reservations. The Lessor hereby expressly saves, excepts, and reserves out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, all oils, gases, coal, ores, minerals, fissionable materials, geothermal resources, and fossils of every name, kind or description, and which may be in or upon said lands above described, or any part thereof, and the right to explore the same for such oils, gases, coal, ores, minerals, fissionable materials, geothermal resources, and fossils. The Lessor also hereby expressly saves and reserves out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, the right to enter by itself, its or their agents, attorneys, and servants upon said lands, or any part or parts thereof, at any and all times, for the purpose of opening, developing, drilling and working mines or wells on these or other lands and taking out and removing therefrom all such oils, gases, coal, ores, minerals, fissionable materials, geothermal resources, and fossils, and to that end it further expressly reserves out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, the right by its or their agents, servants and attorneys at any and all times to erect, construct, maintain, and use all such buildings, machinery, roads, pipelines, powerlines, and railroads, sink such shafts, drill such wells, remove such soil, and to remain on said lands or any part thereof for the foregoing purposes and to occupy as much of said lands as may be necessary or convenient for such purposes, hereby expressly reserving to itself, its lessees, successors, and assigns, as aforesaid, generally all rights and power in, to and over said land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and rights hereby expressly reserved.

Provided, however, that no rights reserved hereunder shall be exercised by the Lessor or its subsurface lessees, until provision has been made by the Lessor or its subsurface lessees to pay to the Lessee of the land upon which the rights are herein reserved, full payment for all damages sustained by said Lessee by reason of entering upon said land; and provided that, if said Lessee for any cause whatever refuses or neglects to settle said damages, the Lessor or its subsurface lessees, or any applicant for a subsurface lease, contract or option from the Lessor or its subsurface lessee for the purpose of exploring for or extracting valuable minerals, coal, petroleum, natural gas, or geothermal resources shall have the right, after posting a surety bond with the Lessor issued by a corporation qualified to do business in Alaska and licensed to sell insurance in Alaska, or after posting with the Lessor a sufficient bond executed by one or more individual sureties approved by the Lessor and after due notice and an opportunity to be heard, to exercise rights granted to it for reasonable use of the surface required for the full enjoyment of the reserved subsurface rights which it holds. Each surety bond shall be sufficient in amount and security to secure the affected rights of the surface Lessee, and such Lessee and the Lessor or its subsurface lessee shall have the standing which may be necessary to determine the damages which the surface Lessee of such lands may suffer, and the security appropriate to hold the surface Lessee harmless in relation thereto.

16. Surface Reservations. Unless otherwise stated in this Lease or in an attachment or amendment hereto, the Lessee shall not sell or remove for use elsewhere any of the surface resources of the parcel, e.g., stone, gravel, sand, peat, topsoil, timber, or any other material valuable for building or commercial purposes; provided, however, the Lessee may make reasonable personal use of such materials on the site.

17. Appropriation or Disturbance of Waters. (a) During the term of this Lease, the Lessee shall have the right to apply for an appropriation of ground or surface water on the Parcel in accordance with the Alaska Water Use Act. All water applied for and appropriated during the term of this Lease shall remain appurtenant to the Parcel during said term, and such water and water rights shall not be severed or transferred from the Parcel or any part thereof during said term without the prior consent of the Lessor. The Lessee's rights under any permit or certificate of appropriation shall revert to the Lessor upon termination of the Lease or forfeiture of the Lease for cause.

(b) If the Lessee desires to use the Parcel to construct any form of hydraulic project or employ any equipment or engage in any activity which will use, divert, obstruct, pollute, or change the natural flow or bed of any anadromous fish river, lake or stream, the Lessee shall, prior to the commencement of any such operation, procure the approval of the Commissioner of the Department of Fish and Game.

18. Acquisition of Rights or Interests. Any right or interest acquired during the term of this Lease and accruing to the benefit of the Parcel shall remain appurtenant to the Parcel during that term, and shall not be severed or transferred from the Parcel without the prior consent of the Lessor. In the event of termination or forfeiture of this Lease, any such right or interest shall revert to the Lessor along with the Parcel.

19. Land Alterations Due to Natural or Artificial Causes. The Parcel described herein shall constitute the entire Parcel of property to be leased by the Lessor to the Lessee pursuant to this agreement. If, through natural or artificial causes, accretion or reliction of land occurs contiguous to the Parcel, the Lessee shall have no right to occupy or use such accreted land unless a separate lease is entered with the Lessor with respect to such lands. The parties agree and stipulate that the rules of law usually applicable to accretion or reliction of land shall not apply to this Lease, nor to the Parcel leased hereunder, in order that the parties may give effect to the provision agreed upon herein.

20. Waiver or Forbearance. The receipt of rent by the Lessor, with or without knowledge of any breach of the Lease by the Lessee, or of any default on the part of the Lessee in the observance or performance of any of the terms, conditions or covenants of this Lease, shall not be deemed to be a waiver of any provision of this Lease. No failure on the part of the Lessor to enforce a condition or covenant of this Lease, nor the waiver of any right hereunder by the Lessor, unless in writing, shall discharge or invalidate the application of such term or covenant; nor shall any forbearance or written waiver affect the right of the Lessor to enforce any term or covenant in the event of any subsequent breach or default. The receipt by the Lessor of rent or any other sum of money, after the termination in any manner of the Lease, or the giving by the Lessor of any notice hereunder to effect such termination, shall not reinstate, continue, or extend this Lease nor destroy or in any manner impair the validity of any such notice of termination which may have been given hereunder by the Lessor to the Lessee prior to the receipt of any such sum of money or other consideration, unless the contrary effect shall be expressed in writing and signed by the Lessor.

21. Breach and Remedies. (a) Time is of the essence in the Lease Agreement. If the Lessee shall breach the performance of any of the terms, covenants, conditions or stipulations contained herein or attached hereto, and said breach shall not be remedied within 60 days after written notice of such breach has been served upon the Lessee and the holder of a security interest by the Lessor, the Lessee shall be subject to such legal action as the Lessor shall deem appropriate, including, but not limited to, the termination of this Lease, provided that no improvements now upon the Parcel, or which may be placed thereon during the term of this Lease, may be removed therefrom during any time in which the Lease may be in breach. In the event that this Lease is terminated for breach of any of the covenants or conditions contained herein or attached hereto, all rents paid by the Lessee shall be forfeited to and retained by the Lessor not as a penalty but as liquidated damages. The Lessor shall not be liable for any expenditures made by the Lessee or undertaken by the Lessee under this Lease prior to termination.

(b) If the Lessee fails to cure or remedy a breach of default within the time allowed in (a) of this paragraph, the holder of a security interest who has received notice under (a) of this paragraph may cure or remedy the breach or default if the breach or default can be cured by the payment of money or, if this cannot be done, by performing or undertaking in writing to perform the terms, covenants, restrictions and conditions of the lease capable of performance by the holder. The holder shall act within 60 days from the date of receipt of notice under (a) of this paragraph, or within any additional period which the Lessor may allow for good cause.

(c) In the event that this Lease is terminated, or in the event that the Parcel, or any part thereof is abandoned by the Lessee during the term of this Lease, the Lessor may immediately, or at any time thereafter, enter or re-enter and take possession of said Parcel, or any part thereof, and without liability for any damage therefor, remove all persons and property therefrom either by summary proceedings or by suitable action at law; provided, however, that the words "enter" and "re-enter" as used herein are not restricted to their technical legal meaning. Any entry or re-entry, possession, repossession, or dispossession by the Lessor, whether taken by summary proceedings or otherwise, shall not be deemed to absolve, relieve, release or discharge the Lessee, either in whole or part, for any monetary liability under the Lease.

22. Disposition of Improvements and Chattels After Termination. (a) The Lessee shall, within 60 days after termination of the Lease by the Lessor or by operation of law, remove all improvements and chattels located on the Parcel, provided that the Lessor first determines that such removal will not cause injury or damage to the Parcel or seriously impair it's redisposal. Following such removal, the Lessee shall leave the Parcel in a safe and clean condition acceptable to the Lessor. The Lessor may, in its discretion, extend the time for removal of improvements under this subparagraph where undue hardship is demonstrated.

(b) If any improvements or chattels having an appraised value exceeding \$10,000.00, as determined by the Lessor, are not removed from the Parcel within the time allowed, they shall, upon 30 days prior written notice to the Lessee, be sold at public auction under the direction of the Lessor. The proceeds of sale shall inure to the Lessee who placed the improvements or chattels on the land, after deduction for the benefit of the Lessor of all monies due and owing under this Lease and all expenses incurred in administering the termination and conducting the sale. If there are no other bidders at such sale, the Lessor is authorized to bid on such improvements or chattels. In such event, the Lessor shall acquire all rights, both legal and equitable, which any other purchaser could acquire by reason of said sale and purchase.

(c) Any chattels or improvements having a total appraised value of \$10,000.00 or less, as determined by the Lessor, and which are authorized for removal by the Lessor but are not removed within the time allowed, shall become the absolute property of the Lessor upon the expiration of the time allowed.

(d) Authorized improvements of the Lessee which the Lessor determines have become fixtures of the Parcel shall be purchased by the subsequent purchaser or lessee. There will be no compensation to the Lessee for improvements which were not authorized under the Lease.

23. Indemnity to Lessor. During the term of the Lease the Lessee shall indemnify and hold the Lessor harmless from and against all claims and demands for loss or damage, including property damage, personal injury, wrongful death, and wage or employment claims, arising out of or in connection with the use or occupancy of the Parcel by the Lessee or by any other person holding under the Lessee, or at its sufferance or invitation; and from any accident or fire on the Parcel; and from any nuisance made or suffered thereon; and from any failure by the Lessee to keep the Parcel in a safe and lawful condition consistent with applicable laws, regulations, ordinances, or orders; and from any assignment, sublease, or conveyance, attempted or successful, by the Lessee of the Parcel or any part thereof or interest therein contrary to the conditions and covenants of this Lease. The Lessee will hold all goods, materials, furniture, fixtures, equipment, machinery and other property whatsoever on the Parcel at the sole risk of the Lessee, and will save the Lessor harmless from any claim of loss or damage thereto by any cause whatsoever.

24. Surrender of Leasehold. Upon the expiration, termination or cancellation of this Lease the Lessee shall quietly and peaceably leave, surrender and yield up unto the Lessor all of the Parcel.

25. Notices. All notices required or permitted under this Lease Agreement shall be made by certified mail, postage prepaid, to the parties at the following addresses:

To the Lessor: Division of Land
 P.O. Box 107005
 Anchorage, Alaska 99510-7005

To the Lessee:
 Douglas Island Pink and Chum, Inc.
 2697 Channel Drive
 Juneau, Alaska 99801

Any notice or demand which must be given or made by the Lessor or the Lessee shall be in writing and shall be complete if sent by United States certified mail to the address shown in the Lease Agreement, or to such other address as each of the parties may designate in writing from time to time. A copy of any such notice shall be forwarded to the Lessor, and to the holder of any security interest in the Parcel who has properly recorded its interest in the Lease with the Lessor.

26. Service Charges. The Lessee shall pay a service charge for any late payment or returned check issued by it as follows:

(a) Late Payment Penalty: A service charge plus annual interest (twice the interest rate charged on installment payments at the prevailing rate for real estate mortgage loans made by the Federal Land Bank for the farm credit district for Alaska) on the amount due will be charged on a past-due account until payment is received by the Lessor or until the Lease Agreement termination date is reached. Acceptance of a late payment or of a service charge for a late payment is subject to the Lessor's rights under paragraphs 20 and 21 of this Lease.

(b) Returned Check Penalty: A service charge will be assessed for any check on which the bank refuses payment. If the bank refuses payment, the default termination date remains the same. Late penalties under (a) of this paragraph shall continue to accumulate.

27. Integration and Modification. This Lease, including all attachments and documents which by reference are incorporated herein or made a part hereof, contains the entire agreement between the parties hereto.

This Lease may not be modified or amended except by a document signed by both parties hereto, and any purported amendment or modification shall be without legal effect until reduced to writing and signed by both parties hereto.

28. Severability of Clauses of Lease Agreement. If any clause, or provision, herein contained, shall be adjudged to be invalid, it shall not affect the validity of any other clause or provision of this Lease or constitute any cause of action in favor of either party as against the other.

IN WITNESS WHEREOF the State of Alaska, as Lessor, acting through the Director of the Division of Land of the Department of Natural Resources or his lawfully-designated representative, and otherwise being lawfully authorized, and the Lessee have caused these presents to be executed in duplicate, and have hereunto set their respective hands, agreeing to keep, observe and perform the applicable statutes, as amended, the rules and regulations promulgated thereunder, and the terms, conditions and provisions herein contained or attached, which on the Lessor's or the Lessee's respective parts are to be kept, observed and performed.

LESSEE:



Douglas Island Pink and Chum, Inc.

Ladd Macaulay, Executive Director

APPROVED:



COMMISSIONER

Department of Natural Resources

LESSOR:



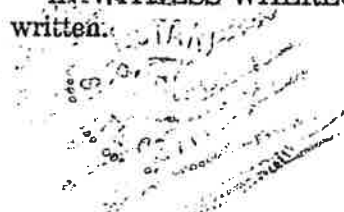
FOR THE DIRECTOR

Division of Land

STATE OF ALASKA)
) ss.
Third Judicial District)

THIS IS TO CERTIFY that on this 30th day of April, 1993, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, as such, personally appeared Ladd Macaulay known to me to be the Executive Director of Douglas Island Pink and Chum, Inc. the corporation which executed the foregoing instrument, and who acknowledged to me that he executed the same for and on behalf of said corporation, and that he is fully authorized by said corporation so to do; Ladd Macaulay acknowledged to me that he signed and executed the same freely and voluntarily, for the uses and purposes therein stated.

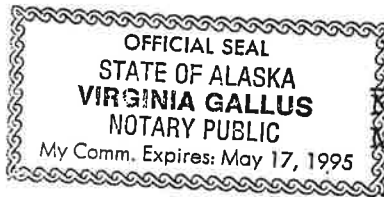
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Margaret Ford
Notary Public in and for the State of Alaska
My Commission expires: 11/27/96

STATE OF ALASKA)
) ss.
Third Judicial District)

THIS IS TO CERTIFY that on this 10 day of May, 1993, before me personally appeared ROBERT A. BAKER of the Division of Land of the Department of Natural Resources of the State of Alaska, who executed the foregoing Lease and acknowledged voluntarily signing the same.



Virginia Gallus
Notary Public in and for the State of Alaska
My Commission expires: _____

APPROVED AS TO FORM:

Barbara J. Miracle
Assistant Attorney General
Date: 7/3/80

**ATTACHMENT A
TIDELANDS LEASE AGREEMENT ADL 104320
SPECIAL STIPULATIONS**

1. For the purpose of this lease, the development plan shall be limited in form and scope to those improvements shown on Attachment C, unless approved in writing by the lessor prior to the installation and construction. Use of the area for purposes other than those specified shall constitute breach of this lease.
2. The Alaska Constitution guarantees any citizen of the United States or resident of the state the right of access to navigable and public waters of the state. The Public Trust Doctrine further guarantees the public right to use navigable waters and the land beneath them for navigation, commerce, fishing and other purposes.

This tide and submerged lands lease is subject to the provisions of the Public Trust Doctrine. The Lessor reserves the right to grant other interests to the subject parcel consistent with the Public Trust Doctrine as long as said interests will not unreasonably interfere with the use of the parcel by the Lessee.
3. An urban fishery float and safe access thereto shall be available for public use on Tract B, Alaska Tideland Survey No. 1356 on a seasonal basis (June 15-September 30) with reasonable hours of operation throughout the term of the lease. The float shall have appropriate signs and safety features, and public use rules approved by the Lessor, and shall be made available for public use at no charge. Failure to maintain the urban fishery float and make it available for public use at no charge shall, at the Director's discretion, be cause for the Lessor to re-impose a continuous 50 foot shoreline public access easement throughout the entire leasehold.
4. Upon request, the Lessee shall furnish the Lessor a copy of its biannual reports to the State Department of Commerce and Economic Development. Said reports to be furnished within 30 days of receipt of such request.
5. The lessee shall allow the public reasonable access to the public vehicle parking lot, sidewalks along Channel Drive and the parking lot, fish viewing window for visitors, telephone and rest room facilities.
6. The director may terminate all or a part of the land encompassed by this leasehold upon a finding that the land or a part of the land has not been used for the purpose specified in the Lease Agreement for a period of two years.
7. This lease may not be assigned or subleased except with the consent of the director, and in any case may only be transferred to an applicant eligible under the provisions of AS 38.05.810(b)-(d).

**ATTACHMENT A
TIDELANDS LEASE AGREEMENT ADL 104320
SPECIAL STIPULATIONS
PAGE TWO**

BOOK 0381 PAGE 150

8. Insurance is required and is subject to annual review and adjustment by the Department of Natural Resources, who may require a reasonable increase based on increased risk. Proof of the following coverage must be shown prior to execution of the lease.
- (a) The insurance policy must be written by a company or companies that are on the Division of Insurance's "admitted list" or the "surplus lines insurance list". The broker/agent must be licensed to do business in the state and, if surplus lines insurance is provided, the broker must have a surplus broker license.
 - (b) The lessee shall carry a comprehensive general liability insurance policy in the amount of \$1,000,000 endorsed to cover the operations under this project, naming the state as an additional insured under the policy. Proof of insurance shall be required on a yearly basis.

ATTACHMENT B

STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF LAND
P.O. BOX 107005
ANCHORAGE, AK 99510-7005

DEFERRED EARLY ENTRY AND LEASE RENTAL REPAYMENT AGREEMENT
ADL 104320A

This Deferred Early Entry and Lease Rental Repayment Agreement is entered into this 17th day of October, 1992, between the State of Alaska, by and through the Director of the Division of Land or his designated representative, hereinafter referred to as the Lessor, and Douglas Island Pink and Chum, Incorporated (DIPAC), hereinafter referred to as the Lessee, whose mailing address is 2697 Channel Drive, Juneau, Alaska 99801.

The purpose of this agreement is to provide a way for the Lessee to repay the deferred rent owed to the State of Alaska for its Early Entry Authorization and first five years of lease rental for use of state tidelands adjacent to Gastineau Channel. An agreement was made between the Division of Land and DIPAC that DIPAC would be required to pay 1% of the fair market value rental for the first ten years which included the early entry period. The remaining rent would be deferred until the eleventh year at which time the deferred rent would be payable in equal yearly installments over a fifteen year period.

Deferred rent in the amount of \$58,887.00 is owed for the early entry authorization period of September 17, 1987 through October 16, 1992. Deferred rent for the first five years of the lease agreement (October 17, 1992 through October 16, 1997) totals \$89,250.00 for a combined total of \$148,137.00 (see attached payment schedule). The subject property is described as Tracts A and B of Alaska Tidelands Survey No. 1356, containing 4.88 acres, more or less, according to the amended survey plat recorded in the Juneau Recording District on August 24, 1992 as plat 92-40.

The Lessor and the Lessee, in consideration of the mutual terms and conditions stated in this repayment agreement, agree as follows:

The Lessee shall pay to the Lessor the unpaid rental in equal annual installments of \$9,875.80 (Nine Thousand Eight Hundred Seventy-five dollars and 80 cents) commencing on the 17th day of October, 1997, until the entire amount of \$148,137.00 has been paid in full. The total number of payments shall be 15 (fifteen) payments of \$9,875.80.

Repayment Agreement
ADL 104320A
Page Two

BOOK 0381 PAGE 152

Failure to remit monies due within the time allowed shall be a breach of this agreement. If the Lessee shall breach the performance of any terms and conditions contained herein or attached hereto, and said breach shall not be remedied within 60 days after the written notice of such breach has been served upon the Lessee by the Lessor, the Lessee shall be subject to such legal action as the Lessor shall deem appropriate including, but not limited to, termination of the tidelands lease, serialized as ADL 104320, of which this repayment agreement shall be a part hereof. In the event that this agreement is terminated for breach of any of the terms and conditions contained herein or attached hereto, all monies paid by the Lessee shall be forfeited to and retained by the Lessor not as a penalty but as liquidated damages.

Service Charges: The Lessee shall pay a service charge for any late payment or returned check issued by it as follows:

- A. **Late Payment Penalty:** A service charge plus annual interest (twice the interest rate charged on installment payments at the prevailing rate for real mortgage loans made by the Federal Land Bank for the farm credit district for Alaska) on the amount due will be charged on a past-due account until payment is received by the Lessor.
- B. **Returned Check Penalty:** A service charge will be assessed for any check on which the bank refuses payment. If the bank refuses payment, the default termination date remains the same. Late penalties under (A) shall continue to accumulate.

All notices required under this agreement shall be made in writing, postage prepaid to the Lessor and Lessee at the following addresses:

State of Alaska
Department of Natural Resources
Division of Land, Contract Administration Unit
P.O. Box 107005
Anchorage, AK 99510-7005

Douglas Island Pink and Chum, Incorporated
2697 Channel Drive
Juneau, AK 99801

Repayment Agreement
ADL 104320A
Page Three

BOOK 0381 PAGE 153

The Lessee must inform the Lessor in writing of all changes of address. The Lessor shall deem that the Lessee have received any notice or demand if sent by United States certified mail to the Lessee last address of record.

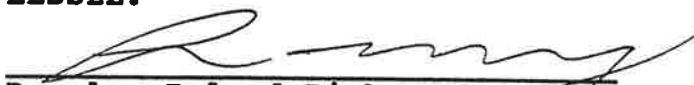
It is agreed that the terms and conditions of this repayment agreement herein contained shall be binding upon the successors and assigns of the respective parties hereto.

This agreement may not be modified or amended except by a document signed by the Lessor and the Lessee and any purported amendment or modification shall be without legal effect until reduced to writing and signed by the Lessor and the Lessee.

If any clause or provision of this agreement shall be adjudged to be invalid, it shall not effect the validity of any other clause or provision of this agreement or constitute any cause of action in favor of either party as against each other.

IN WITNESS WHEREOF the State of Alaska, as Lessor, acting through the Director of the Division of Land of the Department of Natural Resources or his lawfully-designated representative, and the Lessee have caused these presents to be executed in duplicate, and have hereunto set their respective hands, agreeing to keep, observe and perform the terms and conditions contained herein or attached hereto.

LESSEE:




Douglas Island Pink & Chum, Inc.

Date: 4/30/93

Ladd Macaulay, Executive Director

LESSOR:



For the Director
Division of Land

Date: 5/10/93

Repayment Agreement
ADL 104320A
Page Four

BOOK 0381 PAGE 154

STATE OF ALASKA)
) ss.
____ Judicial District)

THIS IS TO CERTIFY that on this 30th day of April 1993, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, as such, personally appeared Ladd Macaulay known to me to be the Executive Director of Douglas Island Pink and Chum, Inc. the corporation which executed the foregoing instrument, and who acknowledged to me that he executed the same for and on behalf of said corporation, and that he is fully authorized by said corporation so to do; Ladd Macaulay acknowledged to me that he signed and executed the same freely and voluntarily, for the uses and purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

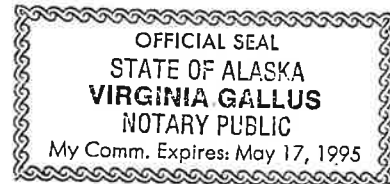


Marcant Ford
Notary Public in and for the State of Alaska
My Commission expires: 11/27/96

STATE OF ALASKA)
) ss.
3rd Judicial District)

THIS IS TO CERTIFY that on this 10 day of May 1993, before me appeared Robert A. Baker of the Division of Land of the Department of Natural Resources of the State of Alaska, who executed the foregoing Lease Repayment Agreement and acknowledged voluntarily the same.

Virginia Gallus
Notary Public in and for the State of Alaska
My Commission expires: _____



**ATTACHMENT B
ADL 104320A**

**REPAYMENT AGREEMENT SCHEDULE
FOR
EARLY ENTRY PERIOD OF 9-17-87 THROUGH 10-16-92
AND
THE FIRST FIVE YEARS OF LEASE RENTAL FOR 10-17-92 THROUGH 10-16-97**

DEFERRED RENT FOR EARLY ENTRY PERMIT

Time Period	Payment	Rental Deferred	Deferred Accumulation
Early Entry Permit - 1%			
9/17//87 - 9/16/88	\$1,500	\$10,500	\$10,500
9/17//88 - 9/16/89	1,500	10,500	21,000
9/17//89 - 9/16/90	1,500	10,500	31,500
9/17//90 - 9/16/91	1,500	10,500	42,000
9/17//91 - 10/16/92	2,413	16,887	58,887

DEFERRED RENTAL FOR FIRST FIVE YEARS OF LEASE

Time Period	Payment	Rental Deferred	Deferred Accumulation
Lease - 1% Payment Phase			
10/17/92 - 10/16/93	\$2,550	\$17,850	\$ 76,737
10/17/93 - 10/16/94	2,550	17,850	94,587
10/17/94 - 10/16/95	2,550	17,850	112,437
10/17/95 - 10/16/96	2,550	17,850	130,287
10/17/96 - 10/16/97	2,550	17,850	148,137

**REPAYMENT SCHEDULE
FOR EARLY ENTRY PERIOD AND FIRST FIVE YEARS OF LEASE**

Time Period	Payment	Deferred Rental Due	Deferred Accumulation
Lease - Full Payment Plus Payment of Deferred Rental Due (10/17/97 Reappraisal Due)			
10/17/97 - 10/16/98	FMV Rental	\$9,875.80	\$138,261.20
10/17/98 - 10/16/99	"	9,875.80	128,385.40
10/17/99 - 10/16/00	"	9,875.80	118,509.60
10/17/00 - 10/16/01	"	9,875.80	108,633.80
10/17/01 - 10/16/02 (10/17/02 Reappraisal Due)	"	9,875.80	98,758.00
10/17/02 - 10/16/03	"	9,875.80	88,882.20
10/17/03 - 10/16/04	"	9,875.80	79,006.40
10/17/04 - 10/16/05	"	9,875.80	69,130.60
10/17/05 - 10/16/06	"	9,875.80	59,254.80
10/17/06 - 10/16/07 (10/17/07 Reappraisal Due)	"	9,875.80	49,379.00
10/17/07 - 10/16/08	"	9,875.80	39,503.20
10/17/08 - 10/16/09	"	9,875.80	29,627.40
10/17/09 - 10/16/10	"	9,875.80	19,751.60
10/17/10 - 10/16/11	"	9,875.80	9,875.80
10/17/11 - 10/16/12 (10/17/12 Reappraisal Due)	"	9,875.80	0.00

ATTACHMENT C, DEVELOPMENT PLAN
ADL 104320

Douglas Island Pink and Chum, Inc.

Attachment C, Development Plan is not being recorded as it is not legible/reproducible for microfilming purposes. A copy of the Development Plan can be seen in the casefile located in the Division of Land.

93-004428
N/C

JUNEAU REC. DISTRICT
REQUESTED BY AS/DL

'93 JUN 25 PM 1 19

RETURN TO:
STATE OF ALASKA
DEPT OF NATURAL RESOURCES
DIV OF LAND - CONTRACT ADMIN
P.O. BOX 107005
ANCHORAGE, AK 99510-7005

Assumptions:

- The Port Director's office (Currently based out of the Seadrome building) will need to be incorporated permanently in the Downtown Harbor Office Facility.
- The Harbormaster will continue to maintain an office downtown.
- Separated public "front desks" for Harbor and Port admins
- The D&H Board will meet in this new facility.
- Staffing will increase by 10% over the assumed 50 year life of the building.

Requirements:

1. Port Office Functions
 - a. Port Director Office – 150 SF
 - b. Port Engineer Office – 110 SF (Currently 106 SF)
 - c. Deputy Port Engineer Office – 110 SF (Currently 100 SF)
 - d. Admin Officer Office/admin. Asst Public Front Desk – 250 SF
 - e. 50 LF of bookshelves (or sufficient clear wall space) for project files

2. Harbor Office Functions
 - a. ADA accessible Walk-up Counter
 - b. Administrative work stations for three Administrative Assistants
 - c. Workstation or office for Administrative supervisor?

3. Public Amenities (Reference Statter/Harris)
 - a. Public Restroom
 - b. Public Showers (keyfob)
 - c. Public Laundry (keyfob)

4. Harbormaster Office Functions
 - a. Harbormaster Office – 110 SF
 - b. Harbor Operations Supervisor (HOS) Office – 110 SF
 - c. Bullpen area for approximately 6 employees (are these cubicles or just desks?)
 - d. Changing room with full size lockers for each sex.
 - i. Includes commercial washer and drier for uniforms and workwear.
 - e. Uni-sex restrooms for 12 staff employees

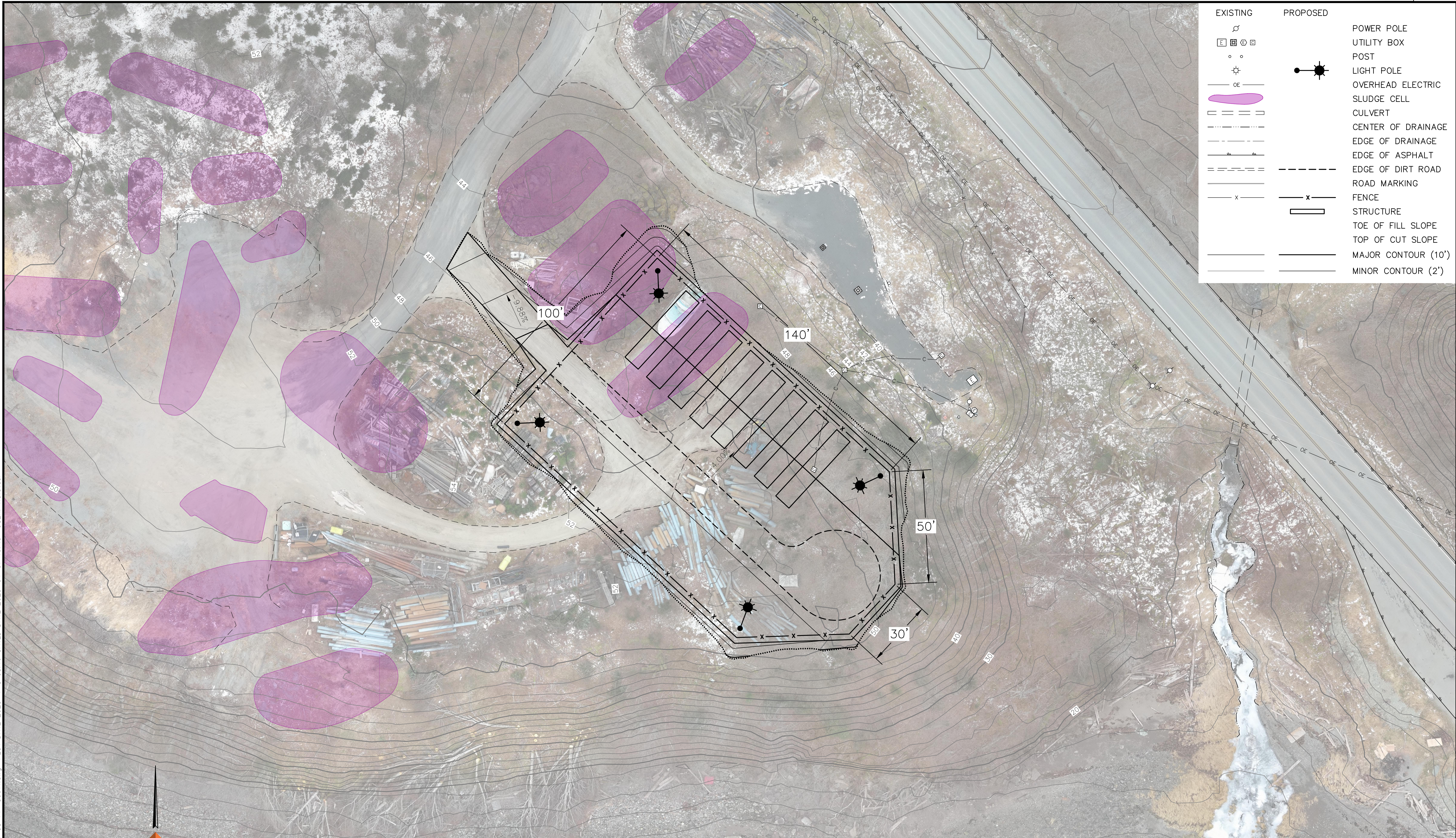
5. Harbor Garage/Storage/Equipment

- a. Assume 2500 sf for tools, parts, & storage – including hazardous materials
 - b. Should we have a 1 bay or 2 bay garage? Future Expansion?
 - c. Garage should easily accommodate sander truck (wide and tall garage door)
 - d. Garage should accommodate the boom truck.
 - e. Could the Garage accommodate the Lou McCall on a trailer?
-
6. Conference Room
 - a. Suitable for 12 individuals
 - b. Sized to allow seating + D&H board for board meetings
 - c. Wired for media/zoom room
 - d. Electrical/Comm outlets on floor

 7. Break Room (Combine with kitchen?)
 - a. Suitable for 6 individuals
 - b. Lunch table + Chairs
 - c.

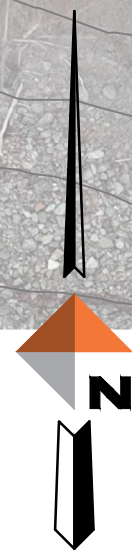
 8. Kitchen
 - a. Adjacent to Break Room
 - b. Includes sink, dishwasher, microwave, refrigerator, storage cabinets + counter space.
 - c. Several circuits+generous outlets for coffee makers/appliances

 9. Other Building Requirements
 - a. Secure network closet
 - b. Provision for radio tower for VHF antennas
 - c. Active Building ventilation/filtration
 - d. Thoughts on Heating system? Electric heat pumps vs. oil fired boiler/in floor heating?
 - e. Conditioned Archive Space/Document storage – 250 sf
 - f. General storage (Folding Chairs/tables/Xmas Trees etc.) – 100 sf



EXISTING	PROPOSED	
		POWER POLE
		UTILITY BOX
		POST
		LIGHT POLE
		OVERHEAD ELECTRIC
		SLUDGE CELL
		CULVERT
		CENTER OF DRAINAGE
		EDGE OF DRAINAGE
		EDGE OF ASPHALT
		EDGE OF DIRT ROAD
		ROAD MARKING
		FENCE
		STRUCTURE
		TOE OF FILL SLOPE
		TOP OF CUT SLOPE
		MAJOR CONTOUR (10')
		MINOR CONTOUR (2')

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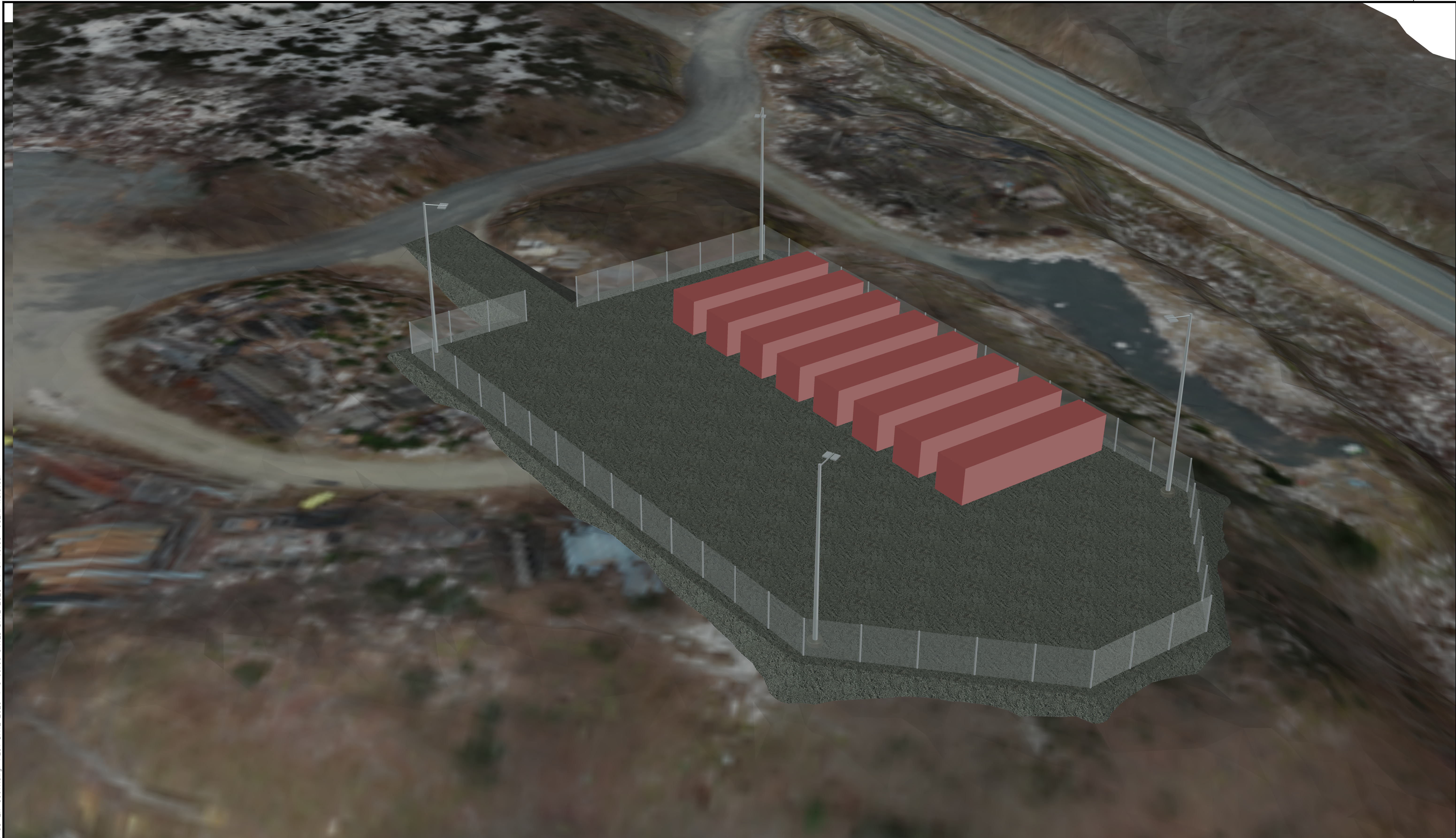


REVISIONS			
REV	DATE	DESCRIPTION	BY



LITTLE ROCK DUMP STORAGE
 JUNEAU, ALASKA
 16,320 SF FACILITY
 PLAN

PROJECT 2670.80611.02
DATE 4/7/25
SHEET
1 OF 3



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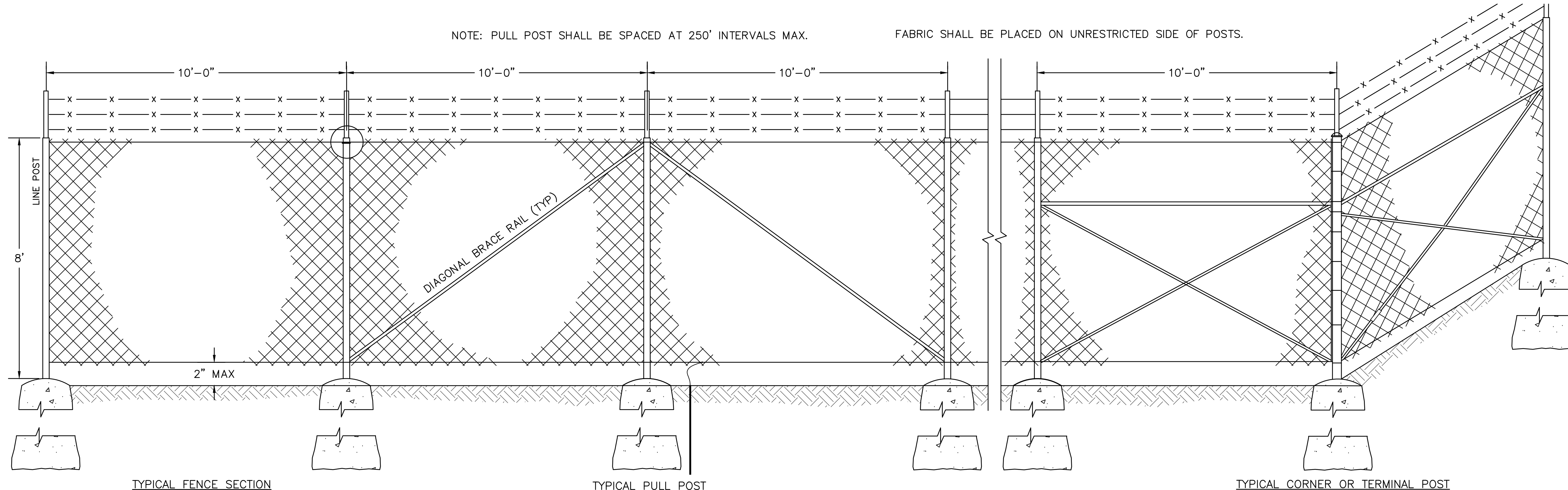
REVISIONS			
REV	DATE	DESCRIPTION	BY



LITTLE ROCK DUMP STORAGE
 JUNEAU, ALASKA
 16,320 SF FACILITY
 CONCEPTUAL

PROJECT 2670.80611.02
DATE 4/7/25
SHEET
2 OF 3

NOTE: PULL POST SHALL BE SPACED AT 250' INTERVALS MAX. FABRIC SHALL BE PLACED ON UNRESTRICTED SIDE OF POSTS.

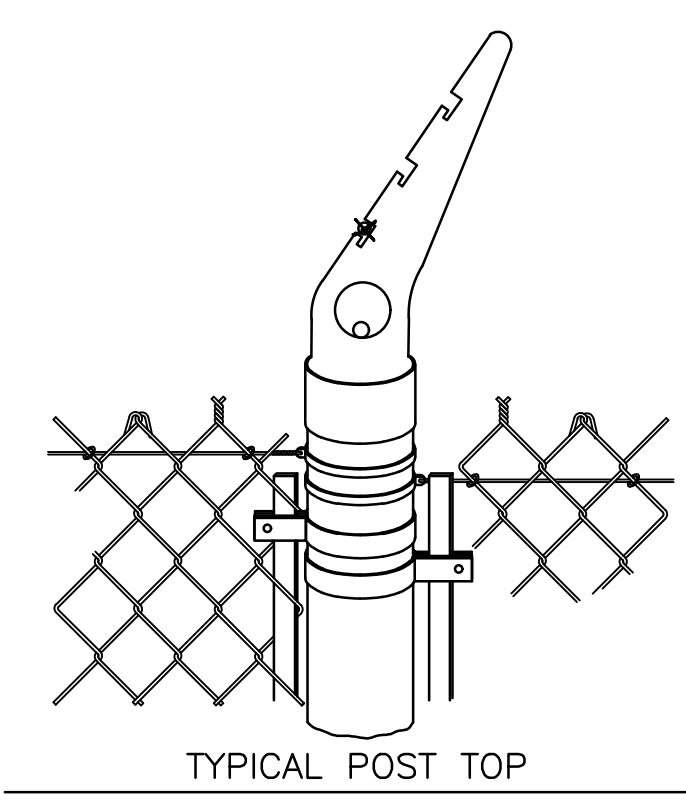


- CHAINLINK FENCE NOTES:**
1. POSTS SHALL BE SPACED EQUAL DISTANCES APART. MAXIMUM SPACING SHALL BE 10 FEET UNLESS DIRECTED OTHERWISE BY THE ENGINEER.
 2. POST TOPS SHALL BE SECURELY FASTENED TO POST.
 3. BRACE RAILS AND TRUSS RODS SHALL BE SECURELY FASTENED TO POST WITH BRACE BANDS WITH THREADED TAKE-UP ADAPTER FOR TRUSS RODS.
 4. GROUND WIRE SHALL BE ATTACHED TO FENCE FABRIC BY MEANS OF A SPLIT BOLT.
 5. FABRIC SHALL BE STRETCHED TO A SMOOTH UNIFORM APPEARANCE.
 6. DETAILS SHOWN INDICATE GENERAL DESIGN AND DIMENSIONS MAY VARY AMONG MANUFACTURERS.
 7. ALL FENCE POSTS SHALL BE SET IN CONCRETE.
 8. FABRIC SHALL BE PLACED ON UNRESTRICTED SIDE OF POSTS.
 9. TOP RAIL MAY BE USED IN LIEU OF TENSION WIRE. ADJUST TOP BRACE LOCATION TO VERTICAL MIDPOINT ON CORNER POST AND NEXT ADJACENT POSTS IF TOP RAIL IS USED.

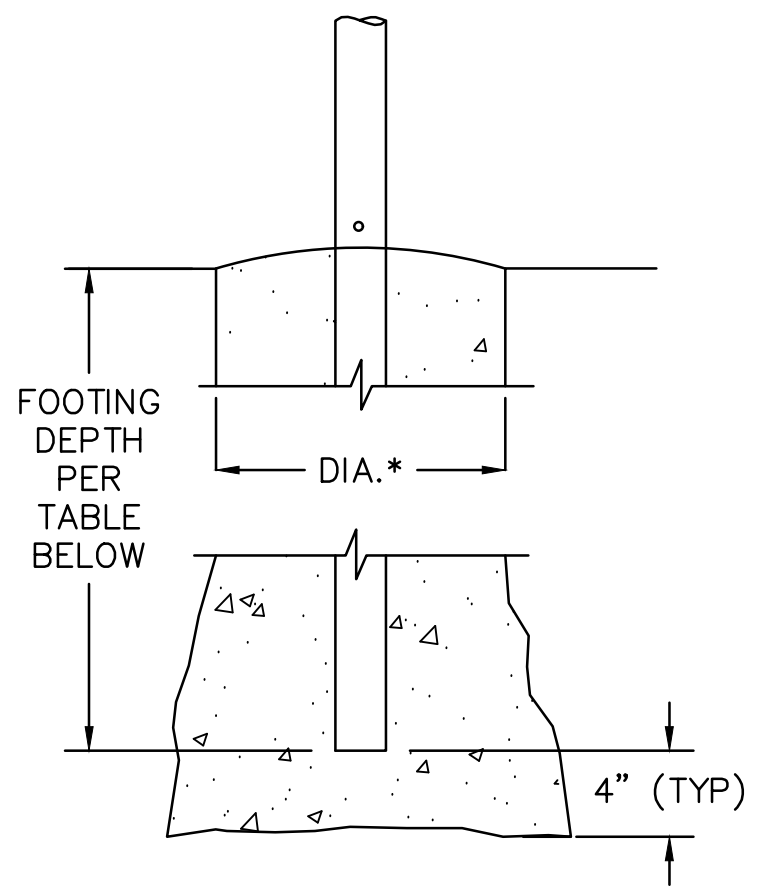
TYPICAL FENCE SECTION

TYPICAL PULL POST

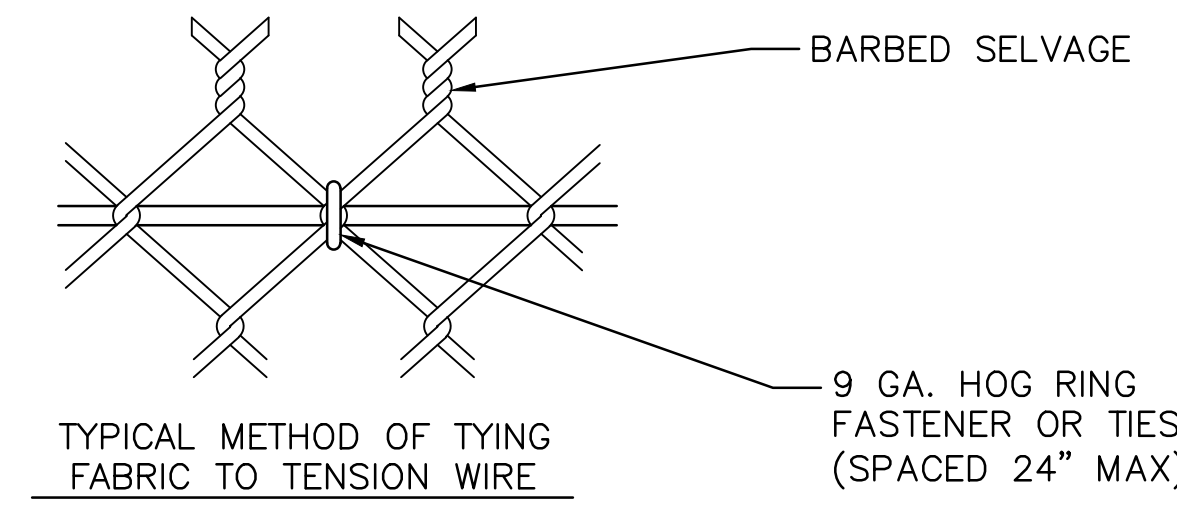
TYPICAL CORNER OR TERMINAL POST



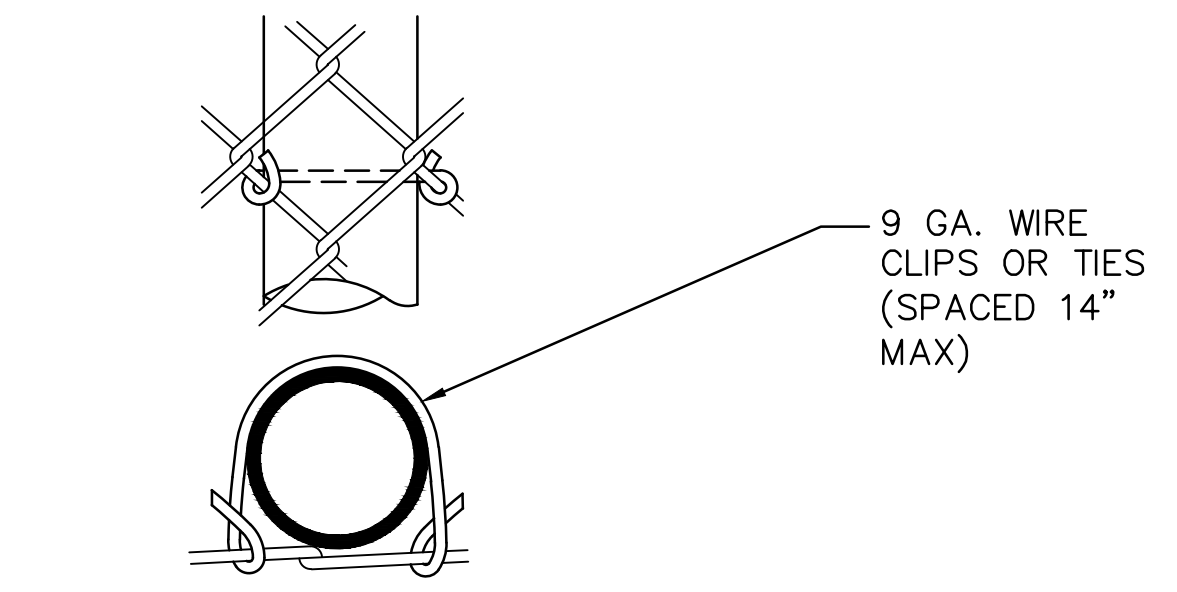
TYPICAL POST TOP



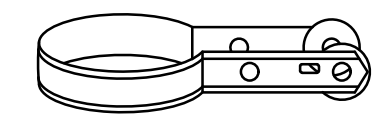
CONCRETE POST SETTING
NOTE: SEE TABLE BELOW



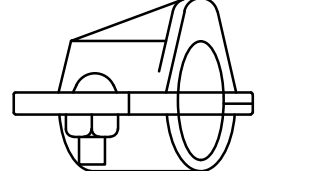
TYPICAL METHOD OF TYING FABRIC TO TENSION WIRE
9 GA. HOG RING FASTENER OR TIES (SPACED 24" MAX)



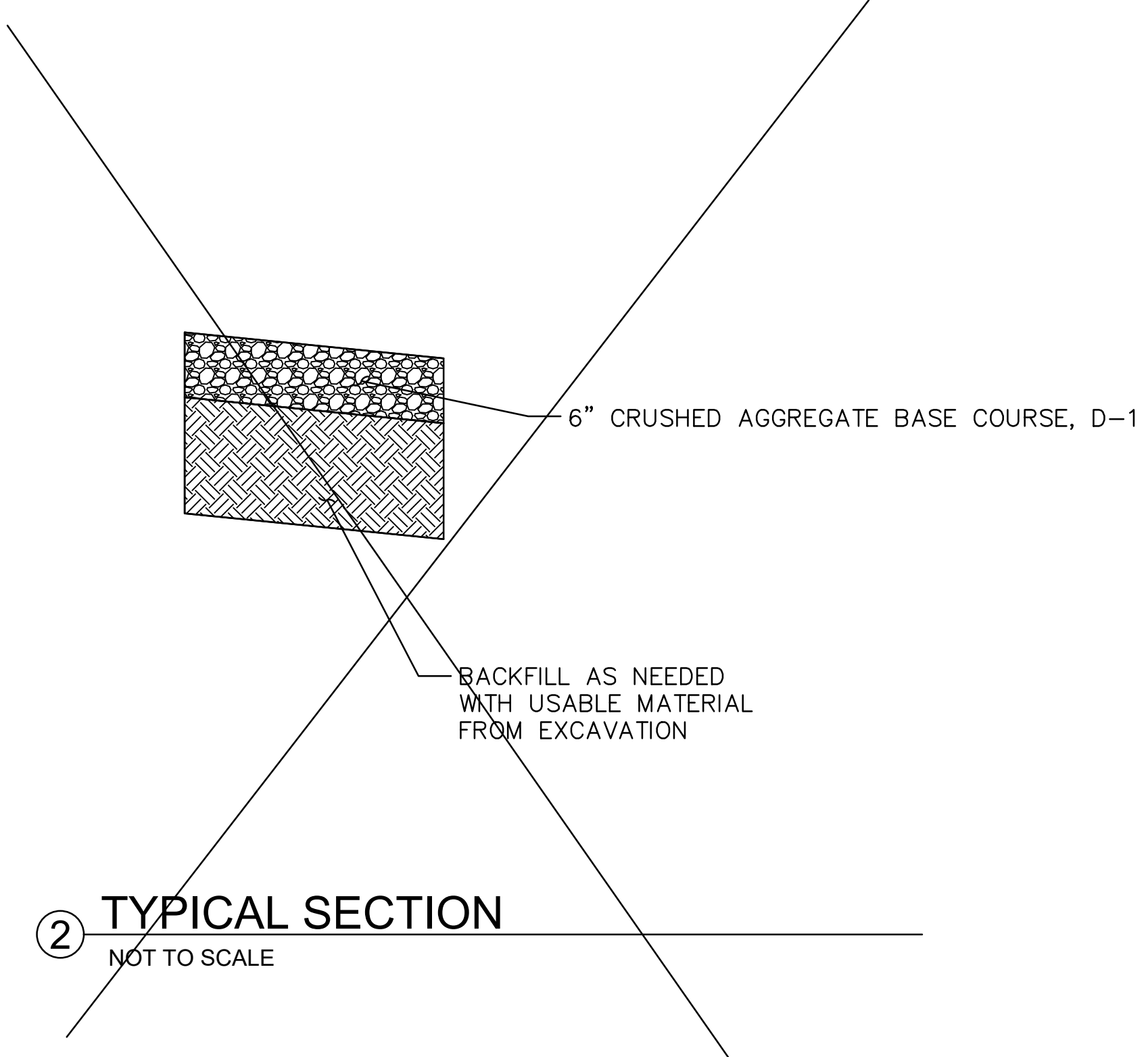
TYPICAL METHOD OF TYING FABRIC TO TUBULAR POSTS
9 GA. WIRE CLIPS OR TIES (SPACED 14" MAX)



TYPICAL METHOD OF TYING FABRIC TO TUBULAR POSTS



BACK STOP C-2



② TYPICAL SECTION
NOT TO SCALE

CHAINLINK FENCE DESIGN PARAMETERS										
FENCE FABRIC HEIGHT	POST TYPE									
	END-CORNER-PULL				LINE-BRACE				TOP RAIL OR BRACE RAIL	
	PIPE		FOOTING		PIPE		FOOTING		PIPE	
SIZE (IN.)	LB/FT	DEPTH (IN.)	DIA. (IN.)	SIZE (IN.)	LB/FT	DEPTH (IN.)	DIA. (IN.)	SIZE	LB/FT	
8'	2 7/8	5.80	48	15	2 3/8	3.65	40	12	1 1/4	2.27

① CHAIN LINK FENCE DETAILS
NOT TO SCALE

REVISIONS			
REV	DATE	DESCRIPTION	BY



LITTLE ROCK DUMP STORAGE
JUNEAU, ALASKA
FENCE DETAILS AND TYPICAL SECTION

PROJECT 2670.80611.02
DATE 2/7/25
SHEET
3 OF 3

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SECURE STORAGE - LITTLE ROCK DUMP
CBJ Contract No. DH23-048B
BASIC BID ENGINEER'S ESTIMATE

ITEM NO	DESCRIPTION	UNIT OF MEASURE	APPROXIMATE QUANTITY	UNIT PRICE	AMOUNT
1505.1	Mobilization	Lump Sum	All Req'd	\$30,000.00	\$30,000.00
1550.1	Traffic Control	Lump Sum	All Req'd	\$5,000.00	\$5,000.00
1570.1	Erosion and Sediment Control	Lump Sum	All Req'd	\$10,000.00	\$10,000.00
2201.1	Clearing and Grubbing	ACRE	0.4	\$20,000.00	\$8,000.00
2201.2	Construction Material Relocation	Lump Sum	All Req'd	\$20,000.00	\$20,000.00
2202.1	Borrow	CY	350	\$50.00	\$17,500.00
2202.1	Road Cleaning & Mining Area Restoration Guarantee	Contingent Sum	All Req'd	\$5,000.00	\$5,000.00
2204.1	Crushed Aggregate Base Course	TON	700	\$57.00	\$39,900.00
2702.1	Construction Surveying	Lump Sum	All Req'd	\$3,000.00	\$3,000.00
2707.1	8-Foot Chain Link Fence	LF	490	\$150.00	\$73,500.00
2714.1	Separation Geotextile	SY	2,100	\$10.00	\$21,000.00
Sub Total =				\$232,900.00	

20% contingency \$46,580.00

Total = \$279,480.00



2375 Jordan Ave #7, Juneau Alaska 99801, 907-789-3350

Date: 2/5/2025

Electrical Construction Cost Estimate - CBJ Little Rock Dump Storage

Description - Provide power, access control, and comms at new fenced area. Includes cost for vertical pivot powered vehicle gate complete with access control, strut rack with power and comm enclosures and electronics, card readers, power panel in enclosure on rack, parking lot lights, poles, and foundations, all conduit, wire, junction boxes, and all associated labor. Includes front end server, licenses, camera and AC system programming, etc. Does not include utility agreements, any civil related work, environmental work, or fencing.

Labor wage w/ Benefits: \$95
 Labor Multiplier: 1.5
 Material Multiplier: 1.33

Material/Task	Quantity	Units	Cost/Unit	Material Total	Labor/Unit	Labor Total	Subtotals
Demolition & Construction							
Preliminary Demo, Misc. Coordination Work	1	ls	\$ 1,500.0				
Front End Access Control (AC) Video Security (VS) Setup	1	ls	\$ 40,000.0	\$ 53,200	24.00	\$ 3,420	
Access control / Video Security Central Server							
Access control / Video Security Site License							
AC / VSS Workstation with monitor							
AC badging printer, camera for credentialing							
Blank credentials, AC / VSS system programming & Owner Training							
Site Access Control (AC) Video Security (VS) Enclosure Complete	1	ls	\$ 50,000.0	\$ 66,500	40.00	\$ 5,700	
36" x 60" Stainless Steel Insulated Enclosure with heaters, recs, lights							
AC system local 'door controller' with network card							
Enclosure DC power supply							
Hardened network switch							
Site Power Panel Enclosure Complete	1	ls	\$ 20,000.0	\$ 26,600	40.00	\$ 5,700	
24" x 30" Stainless Steel Enclosure with recs, lights							
120/208V, 125A, 208Y/120V, 3-phase, 4-wire NEMA 3R Panelboard							
Panelboard Surge Protection Device							
Post Rack with Stainless Steel Strut for Enclosures	1	ls	\$ 7,500.0	\$ 9,975	60.00	\$ 8,550	
Dual Height Card Readers on SS Pedestal	2	ea.	\$ 10,000.0	\$ 26,600	16.00	\$ 4,560	
Vertical Pivot Powered Gate, with conc. Base and operator	1	ls	\$ 75,000.0	\$ 99,750	40.00	\$ 5,700	
Gate Loop in Pavement, Elec at Operator, Grounding, Misc.	1	ls	\$ 2,500.0	\$ 3,325	30.00	\$ 4,275	
Long Range Vehicle Reader System	1	ls	\$ 12,000.0	\$ 15,960	24.00	\$ 3,420	
Video Security Camera, Exterior PTZ, PoE Powered, w/mount	4	ea.	\$ 4,000.0	\$ 21,280	6.00	\$ 3,420	
Parking Lot Light Pole	4	ea.	\$ 4,500.0	\$ 23,940	8.00	\$ 4,560	
Parking Lot Light Fixture	4	ea.	\$ 1,000.0	\$ 5,320	2.00	\$ 1,140	
Parking Lot Light Pole Base	4	ea.	\$ 1,500.0	\$ 7,980	8.00	\$ 4,560	
Power Wiring - 10 AWG XHHW-2 Conductors (4 cond ckt)	3000	ft.	\$ 2.00	\$ 7,980	0.06	\$ 25,650	
Comm Wiring - TSP CAT 6 cable	1000	ft.	\$ 0.50	\$ 665.0	0.02	\$ 2,850	
2" RMC Power Conduit	125	ft.	\$ 7.3	\$ 1,214	0.10	\$ 1,781	
2" SCH 40 PVC Power Conduit	700	ft.	\$ 4.0	\$ 3,724	0.06	\$ 5,985	
2" RMC Elbows	12	ea.	\$ 50.0	\$ 798	0.65	\$ 1,112	
2" RMC Ground Bushing	12	ea.	\$ 50.0	\$ 798	0.60	\$ 1,026	
2" PVC to RMC Couplers	8	ea.	\$ 32.0	\$ 340	0.25	\$ 285	
1" RMC Comm Conduit	125	ft.	\$ 3.3	\$ 549	0.07	\$ 1,247	
1" SCH 40 PVC Comm Conduit	125	ft.	\$ 2.7	\$ 449	0.07	\$ 1,247	
1" RMC Elbows	12	ea.	\$ 30.0	\$ 479	0.50	\$ 855	
1" RMC Ground Bushing	12	ea.	\$ 25.0	\$ 399	0.40	\$ 684	
1" PVC to RMC Couplers	8	ea.	\$ 25.0	\$ 266	0.25	\$ 285	
Trenching	700	ft.	\$ 2.0	\$ 1,862	0.10	\$ 9,975	
Type 1A in-ground junction boxes	4	ea.	\$ 500.0	\$ 2,660	4.00	\$ 2,280	
Subtotals				\$ 382,612		\$ 110,267	\$ 492,879
Contingency (25%)							\$ 123,220
Profit (10%)							\$ 49,288
Total Electrical							\$ 665,387



REQUEST FOR PROPOSALS

RFP DH25-045

**DESIGN SERVICES
For
AURORA HARBOR DRIVE
DOWN FLOAT**

Issued by: *Carl Uchytel*
Carl Uchytel, P.E.,
Purchasing Officer

Date: April 10, 2025

Design Services for
Aurora Harbor Drive Down
Float RFP DH25-045

SCOPE OF SERVICES: The City and Borough of Juneau (CBJ) Docks & Harbors is requesting proposals from qualified consultants to provide design services for the Aurora Harbor Drive Down Float project.

PRE-PROPOSAL MEETING: A non-mandatory pre-proposal conference call will be held at **10:00 a.m., Alaska time on April 21, 2025.** Persons interested in submitting proposals are encouraged to attend. Proposers intending to participate shall request the call-in information from the CBJ Docks & Harbors by emailing Melody.Musick@juneau.gov by 4:30 p.m., on April 18, 2025.

QUESTIONS REGARDING THIS RFP: Carl Uchytel, P.E., Port Director, phone 907-586-0292, carl.uchytel@juneau.gov is the sole point of contact for all issues pertaining to this procurement.

NOTICE TO PROPOSERS: The City and Borough of Juneau only accepts proposals submitted electronically, through Public Purchase. All addenda and information items will be delivered via Public Purchase. Information regarding Public Purchase, a free e-procurement service, can be found at the following links: <https://juneau.org/finance/purchasing/bids-rfps> and <http://www.publicpurchase.com/>

DEADLINE FOR PROPOSALS: Electronic proposals are to be uploaded to Public Purchase **prior to 2:00 p.m. Alaska Time on May 19, 2025,** or such later time as the Contract Administrator may announce by addendum to planholders at any time prior to the submittal date. It is the responsibility of the Proposer to submit all solicitation documents, by the advertised deadline. Submitting any response to a solicitation shall be solely at the Proposers risk. The City and Borough of Juneau will attempt to keep all office equipment used in methods of document receipt, in working order but is **NOT** responsible for communications or documents that are late, **regardless of cause.** No Proposer documentation will be accepted as proof of receipt. Prior to any deadline, Proposers are strongly encouraged to confirm receipt of any submitted documents with the City and Borough of Juneau. All electronic submittals must be uploaded as an Adobe Portable Document Format (PDF). Proposers will not secure, password protect or lock uploaded files; the City must be able to open and view the contents of the file. Proposers will not disable or restrict the ability of the City to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches. The City may disqualify any Submittal Response that does not meet the criteria stated in this paragraph.

Disadvantaged Business Enterprises are encouraged to respond.

CONTACT INFORMATION REGARDING ELECTRONIC SUBMITTALS

City and Borough of Juneau, Docks & Harbors
155 Heritage Way
Juneau, AK 99801

The Port Office phone number is 907-586-0292 and fax number 907-586-0295.

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1.0 GENERAL INFORMATION

This Class 3 Request for Proposals (RFP) defines the scope of the project, explains the procedures for selecting a firm to provide the requested services, and defines the documents required to respond to the RFP.

1.1 Purpose

The purpose of this document is to solicit proposals from qualified consultants to provide Design Services for the Aurora Harbor Drive Down Float.

The Class 3 process is used for the acquisition of professional service contracts estimated to be more than \$50,000.

This project may be amended to include additional services.

1.2 Scope of Services

The Consultant shall provide all professional engineering services necessary to prepare complete bid-ready construction drawings, specifications, permits to include NEPA documentation, bid schedule and engineer's estimate to install 48-foot-wide by 120-foot-long, vehicle-accessible Aurora Harbor drive down float, approach dock improvements and vehicle access bridge, consistent with the requirements provided by the Maritime Administration (MARAD). Project Cost Estimates are expected at each design submittal milestone. The consultant shall assist in obtaining all State and local permits necessary for completion of the project including but not limited to a building permit submittal package(s) necessary for obtaining CBJ Development Department permits as required by CBJ.

The site of the work is at Aurora Harbor Small Boat Basin, Juneau, Alaska.

General Design Requirements

- A. The Consultant shall conduct one design workshop open to the public in coordination with the CBJ Docks & Harbors Project Manager. The initial public workshop will be to refine the scope the project prior to 35% design submission.
- B. The Consultant shall work with the CBJ Project Manager to develop conceptual and final project designs which respond to the estimated construction budget. The Consultant shall prepare and submit to the CBJ Project Manager a preliminary construction cost estimate after the scoping meeting. The CBJ Project Manager shall be kept informed of design modifications to the original scope which result in cost increases to the original construction estimate. An upgrade of the construction estimate shall be submitted at each design review meeting.

- C. The Consultant shall ensure that the design remains in conformity with the estimated construction budget. If the design's cost estimate or the construction low bid amount is greater than 10% higher than the available construction budget, the Consultant shall redesign the project to conform to the estimated construction budget at no additional charge to the City. The 2024 estimated construction budget was \$14M.
- D. Given the extreme volatility in the construction materials and labor markets, the consultant shall provide documented correspondence from cranes and electrical components and other long lead time and/or specialty items that could impact schedule and cost. This information shall be presented with the project estimates, expected at 65%, 95% and final, bid ready documents.
- E. The Consultant shall submit to the CBJ Project Manager with the 90% design submittal an estimated construction schedule identifying: the lead times for major procurement items; estimated time duration of primary construction segments; and any mandated shutdowns (i.e., inclement weather, anadromous fish closures, etc.).
- F. The Consultant shall attend all required public meetings and shall be available to present the design and project schedule to the Docks & Harbors at a dated determined by the Port Director.
- G. The Consultant shall research all as-built records, property surveys, and government or private sources necessary to define right-of-way limits, required or existing easement conditions and/or requirements, and existing public and private utility locations. The Consultant's design engineer shall field-verify as-built information used in design.
- H. The Consultant shall conduct all necessary field surveys for design, including a comprehensive as-built survey with elevations and field-located public and private utilities giving particular attention to potential conflicts with all utilities, and to surface and subsurface drainage from adjacent properties. The surveys shall extend up the intersecting streets a sufficient distance to provide a complete assessment of design needs at the intersection and to allow for future utility expansion as applicable. The Consultant shall establish the design control lines at the project site during the design phase. The horizontal and vertical data for the control lines shall be shown on the contract drawings and shall set a minimum of two (2) fixed control points, within sight of each other, for each control line.

- I. The Consultant shall assist CBJ Docks & Harbors in acquiring all required federal, state, local and/or private permits and/or easements for construction and maintenance which result from the Consultant's design, including all NEPA compliance. The Consultant shall notify Docks & Harbors early in the design process of any potential easements or permits. The Consultant shall obtain the CBJ Project Manager's approval before finalizing any design requiring easements or permits. The Consultant shall assist the CBJ Project Manager in preparing any legal documents or permit applications by providing boundary descriptions and drawings, as required by the CBJ Project Manager.
- J. If the project design includes the demolition, construction, or renovation of a building, or other improvements that require a CBJ Building Permit, the Consultant shall be responsible for providing all required information and drawings necessary to obtain the Building Permit. The Consultant shall assist the CBJ Project Manager in providing all requested information to the CBJ Permit Center in order to determine code, zoning, and permitting compliance. Permit fees will be paid by the CBJ.
- K. The Consultant shall provide consulting services through the bid and award phase to answer questions referred to by the Contract Administrator. The Consultant shall attend the Pre-Bid Conference, keeping appropriate notes thereof, and, in cooperation with the CBJ Docks & Harbors, immediately prepare any addenda resulting therefrom for issuance by the City. The Consultant shall attend the Pre-construction Conference to assist the CBJ Project Manager and provide design clarification as requested by the CBJ Project Manager during construction.
- L. The Consultant shall provide design clarification as requested by the CBJ Project Manager during construction. Design Clarification and Verification Requests (DCVR) shall be addressed in a timely manner and at no additional cost to the City. The CBJ Project Manager may authorize additional compensation for DCVR's but not in the instance of a design error.
- M. Bid-ready drawings and technical specifications shall be submitted as described below.
- N. The Consultant shall utilize an internal, proven quality control program for documents presented to the Client at all submittal levels, including consolidated document plan review and corrections with documents from all disciplines integrated and reviewed, prior to submittal.
- O. Bidding, construction administration, and inspection services may be included in the contract by amendment if desired by the Port Director.

Bid-Ready Construction Document Submittal

All contract documents submitted by the Consultant shall conform to current CBJ Engineering Department construction contract format and procedures. The CBJ Engineering Department uses the Construction Specifications Institute (CSI) SectionFormat and PageFormat as designed by "SpecText". In accordance with the SpecText format, the CBJ utilizes the following 3 – Part Section format: Part 1 – General; Part 2 – Products; Part 3 – Execution. Within Parts, the headings and paragraph sub-levels are designed as follows: 1) Part Number.Ascending Number; 2) Capitalized Letter (ascending); 3) Number (ascending); 4) Non-capitalized letter (ascending).

- The CBJ will prepare Division 0 – Bidding and Contract Requirements portion of the contract specifications, excluding the following sections that the Consultant shall provide if applicable to the project:

Section 00005 – Table of Contents (include Drawing index)

Section 00310 – Bid Schedule

Section 00852 – Permits

Section 00853 – Standard Details

Special Provisions – if the Standard Specifications for Civil Engineering Projects and Subdivision Improvements December 2003 Edition with current errata sheets (Standard Specifications) document is referenced.

These “boilerplate” specifications of Division 0 sections are available electronically for Consultants to modify. It is strongly encouraged that the Consultant contact the CBJ Engineering Contracts office to obtain current versions of these specification sections. Additionally, the Consultant shall promptly notify the CBJ Project Manager of any required changes to other Division 0 sections that are specific to the project, including but not limited to, Section 00800 – Supplemental General Conditions.

The Consultant will review the Standard Specifications and prepare a Special Provisions section modifying it as needed for the project.

In addition to preparing the Special Provisions, the Consultant is responsible for preparation and timely submission of all Technical Specifications required for the project. Industry specifications or references that are mentioned in the specifications provided by the Consultant shall, upon request, be made available for review by the CBJ Project Manager.

- Bid-ready construction documents shall be submitted in the following hard copy and electronic formats. Electronic files shall be submitted on a CD and clearly labeled as to its contents.
 - ◆ One set of 8 ½”X11” print-ready (hard copy) technical specifications
 - ◆ One set of 11”X17” print-ready (hard copy) signed, stamped drawings.
 - ◆ Electronic copy of technical specifications in Word and PDF format
 - ◆ Electronic copy of all stamped, signed drawings, individually saved as PDF-formatted files formatted to print on 11”X17” paper.
- The font size on the 11”X17” drawings shall not be less than 10. All drawings and details shall have bar scales. All final design drawings shall be stamped and signed by a professional licensed for the given type of work in the State of Alaska.

All electronic documents shall be created using AutoCAD 2020 and Word 2016. If a more current version of AutoCAD is used to create drawings, all files need to be saved to AutoCAD 2020 and Word 2016. The DWG files shall be saved in a manner such that an 11”X17” size copy can be plotted immediately when the file is opened in AutoCAD without executing any intermediate commands. The Consultant shall bind all external references, if used, and shall ensure that any blocks are in working order. All “plot style” configuration files required to produce

an exact replica of the submitted hard copies shall be included. Viewports in DWG files shall be locked to ensure that the scale remains accurate. In order to condense DWG files to their most efficient size, each file should be purged of all blocks, dim styles, layers, line types, plot styles, shapes, table and text styles that are not being used in the DWG. No files shall be compressed.

1.3 Completion

The initial Consultant services deliverable milestone consisting of the 35% - Level Full Build-out (all phases) Construction Document Submittal, including costs estimates and recommendations construction phasing based on available funding and projected future funding shall be provided August 1, 2025.

The identified initial phase construction bid ready documents shall be provided by October 31, 2025.

1.4 Background

CBJ Docks & Harbor has been seeking opportunities to expand commercial fisheries and maritime transportation amenities for many years. From planning efforts to create beneficial uplands in the 2017 [Downtown Harbors Uplands Master Plan](#) to the ongoing recapitalization of the Aurora Harbor, Docks & Harbors has proactively been pursuing improvement to the downtown small boat harbors thorough federal and state grant opportunities since 2011. In 2024, Docks & Harbors applied for a Maritime Administration (MARAD) Port Infrastructure Development Program (PIDP) grant to construct a vehicle accessible drive down float. The description of the proposed improvement: *the project will build a drive down float and vehicle bridge, as well as incorporate two new 5-ton electric cranes, to serve the commercial fishing fleet and improve freight transportation. The facilities will improve safety, reduce overcrowding, and increase the efficiency of transporting goods between vessels and the road system.* The project will provide greater efficiencies for vessels engaged in commercial marine transportation and commercial fisheries. The submitted CBJ Docks & Harbors' MARAD PIDP grant application can be found on the [Aurora Harbor Drive Down Float project page.](#)

1.5 Questions

Questions regarding this proposal should be directed to:

Carl Uchytel, PE, Port Director
Docks & Harbors
76 Egan Dr
Juneau, Alaska 99801

Email: Carl.Uchytel@juneau.gov
Telephone: (907) 586-0294

Office hours are 8:00 a.m. to 4:30 p.m. local time, Monday through Friday.

1.6 Standard Contract Language

Attached to this RFP is the CBJ's standard contract (Attachment 1) which should be carefully reviewed by proposers, as it is the form of agreement that the CBJ intends that the selected Consultant sign upon of acceptance of its proposal.

2.0 Rules Governing Competition

2.1 Pre-Proposal

Proposers should carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP. Proposers should become fully aware of the nature of the services requested and the conditions likely to be encountered in performing the services.

2.2 Proposal Development

The content of proposals will be kept confidential until the selection of the Consultant is publicly announced. All materials submitted in response to this RFP will become the property of the CBJ. Proposals shall be retained for the official files of Docks & Harbors and will become public record after announcement of the successful Proposer. The CBJ reserves the right to reject any or all proposals. Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

This solicitation does not commit CBJ to select any Consultant(s) for the requested services. All costs associated with the respondents' preparations, submission, and oral presentations (if applicable) shall be the responsibility of the Proposer.

Submission of a proposal indicates acceptance by the proposer of all the terms, conditions and specifications contained within the RFP. Proposals must be received no later than the date and time specified in the cover letter. Proposals not received by the date and time specified in the cover letter will not be considered.

2.3 Disclosure of Proposal Contents.

The City and Borough of Juneau, a municipal corporation and political subdivision of the State of Alaska, is subject to the Alaska Public Records Act codified at AS 40.25.100-220, and the public records provisions in the CBJ Charter, section 15.7. The contents of proposals submitted in response to this RFP will be kept confidential until the top ranked proposer is announced. Immediately following the announcement, all proposals become public information. Trade secrets and other proprietary data contained in a proposal may be held confidential, to the extent allowed by law, by the Purchasing Officer, upon request in writing by a proposer. Material considered confidential by the proposer must be clearly identified and marked (page, section, etc) by the proposer, and the proposer must include a brief statement that sets out the reasons for confidentiality. Marking the entire proposal confidential is not acceptable and may be cause for the City to reject your proposal as non-responsive.

3.0 PROPOSAL CONTENT REQUIREMENTS

The response to this RFP shall be in letter form, not more than seven (7) numbered pages in length. The information requested below should be organized in the manner specified in order to achieve a uniform review process and obtain the maximum degree of comparability for the Selection Committee.

- Proposed Method to Accomplish the Project: Proposal shall demonstrate an understanding of the requested scope of services. Include proposed work schedule and methodology for accomplishing the project, showing insight to the specific details of the project. The proposer shall provide detail on their internal QA/QC program and should provide examples of internal review of plans assembled with multiple disciplines and consultants.
- Organization and Capacity of the Firm: Identify the consultant team proposed for this project and demonstrate their ability to perform the desired services within the established schedule. The proposal should discuss the current workload of staff proposed for the requested services.
- Firm's Representation: The proposal shall specify readily available personnel to accomplish the desired services. Key personnel shall be named, their roles within the project clearly identified and the specific hourly rate or job class that each of the key personnel will be billed for this project. Other project commitments of key personnel shall also be identified. The level of involvement should be displayed in a way which is consistent with the scale of the project. The qualifications of personnel shall be included.
- Firm's Experience with Similar Projects: Proposal should include a list of projects of similar scale and scope, succinctly described, that were worked on by the staff proposed for this project.
- Firm's Hourly Rates: Evaluation will be conducted on Proposers inclusion of hourly rates. If the Proposer chooses to submit a rate schedule, rates are to include the hourly rates of pay for any personnel who may be used on this project.

Hourly rates shall include all markups and multipliers. Include a list of reimbursable expenses typical for this type of project. Review the Standard Contract regarding allowable reimbursables.

- Quality of the Proposal: Evaluation will include the clarity and professional quality of the document(s) submitted.
- Licenses: Professional registration in the State of Alaska at the time of proposal submission is required (Alaska Statute 08.48.281). If a corporate license is held, the professional licensed in the State of Alaska (in order to obtain a

corporate license) must be in responsible charge of the project, as well as the professional stamping the work. All survey work involving property or boundary surveys must be stamped by a Professional Land Surveyor licensed in the State of Alaska. All reports prepared by a registered professional licensed in the State of Alaska must be stamped by the registered professional. The proposal must include a statement indicating that all required corporate, all required professional occupational licenses and all other necessary licenses/certifications are currently held. License/certification numbers must be provided.

- Acknowledge Receipt of All Addenda: Failure to acknowledge addenda may result in the proposal being considered non-responsive and subject to rejection.
- Resumes: Resumes may be attached to the proposal as appendices and will not be included in the page count for proposals. **Limit resume length to one page per person.**

4.0 EVALUATION OF PROPOSALS

4.1 Criteria

Proposals will be evaluated and scored, using the criteria on the EVALUATION/RANKING page, found at the end of this document, in order to ascertain which proposal best meets the needs of the CBJ. The items to be considered during the evaluation and the associated point values are located on the EVALUATION/RANKING sheet at the end of this RFP.

4.2 Evaluation Data

The evaluation Data discussed below is presented in an effort to delineate which criteria will be used to score proposals. Please do not include a separate section in your proposal for Evaluation Data. Much of the information discussed and requested below should be included in the proposal as part of the Proposal Content Requirements discussed in SECTION 3.0 of this RFP.

4.2.1 Proposed Method to Accomplish the Project (30%)

- a. Proposer exhibits a complete understanding of the project scope, schedule, and requested deliverables.
- b. Proposer identifies general or specific problems within the design area and provides solutions and improvements related to the project.
- c. Proposer's quality assurance and control program. Proposer identifies the Quality assurance and Control Program they will utilize on this project and should provide examples of internal review of plans assembled with multiple disciplines and consultants.
- d. Proposer identifies considerations specific to the context, culture, history and community specific interest in the site and proposes how to accomplish work.

4.2.2 Organization and Capacity of Firm (25%)

- a. Identifies organization of a streamlined and efficient project team with the ability to perform services within the desired schedule.
- b. Proposer's experience and performance with similar projects. Provide specific examples.

4.2.3 Relevant Experience and Past Record of Performance (35%)

- a. Team member/personnel qualifications and experience with similar projects.
- b. Past record of performance and willingness to be accountable for and address design oversights and conflicts in a timely manner.

4.2.4 Firm's Hourly Rates (5%)

Submission of proposed hourly rates of pay for any personnel to be used on this project.

4.2.5 Quality of the Proposal (5%)

Proposal clarity, concision, professionalism, and responsiveness to the project needs.

4.3 Evaluation Process

Evaluation of the proposals will be performed by a committee selected by the City and Borough of Juneau – Docks & Harbors. The intent of the CBJ is to make award based on written proposals.

5.0 SELECTION AND AWARD

An evaluation committee will review, evaluate, score and rank proposals, in accordance with criteria identified below and the Evaluation/Ranking sheet located at the end of this RFP. Clarification of submitted material may be requested during the evaluation process. Interviews by telephone with top ranked Proposers may also be conducted at the discretion of the evaluation committee. If necessary, in-person interviews will be conducted. Finalists will be notified and informed of interview requirements. In the event of a tie in the ranking totals, only the raw scores of the Proposers who are tied will be totaled to determine the appropriate ranking. The successful Proposer will be invited to enter into contract negotiations with CBJ. Upon conclusion of successful negotiations and compliance with any pre-award obligations, award will be made in the form of a contract and a purchase order, if appropriate, will be sent to the Consultant. If an agreement cannot be reached during the negotiation process, the City will notify the Proposer and terminate the negotiations. Negotiations may then be conducted with the next Proposer in the order of its respective ranking.

6.0 INSURANCE REQUIREMENTS

The insurance requirements for this project are specified in Attachment 1 – Sample Contract, under Appendix C.

7.0 PROTESTS

The protest period begins with the posting of a notice of the apparent successful proposer, in the CBJ Purchasing Division.

Protests shall be executed in accordance with CBJ Ordinance 53.50.062 PROTESTS and 53.50.080 ADMINISTRATION OF PROTEST. Copies of the ordinances describing protest procedures are available from the CBJ Purchasing Division, 155 Heritage Way, Juneau, Alaska. Questions concerning protests or protest procedures should be directed to the CBJ Purchasing Officer at 907-586-5215 ext. 4071. CBJ Ordinance 53.50 can be viewed electronically at the following internet address: www.juneau.org/law-department.

8.0 CONSULTANT'S GOOD STANDING WITH CBJ FINANCE DEPARTMENT

Consultants must be in good standing with the CBJ prior to award, and prior to any contract renewals, and in any event no later than **seven business days** following notification by the CBJ of intent to award. **Good standing** means: all amounts owed to the CBJ are current and the Consultant is not delinquent with respect to any taxes, fees, assessment, or other monies due and owed the CBJ, or a Confession of Judgment has been executed and the Consultant is in compliance with the terms of any stipulation associated with the Confession of Judgment, including being current as to any installment payments due; and Consultant is current in all CBJ reporting obligations (such as sales tax registration and reporting and business personal property declarations). Failure to meet these requirements may be cause for rejection of your proposal. To determine if your business is in good standing, or for further information, contact the CBJ Finance Department's Sales Tax Division at (907) 586-5215 for sales tax issues, Assessor's Office at (907)586-5215 for business personal property issues, or Collections Division at (907) 586-5215 for all other accounts.

PROPOSAL EVALUATION FORM

CONSULTING FIRM: _____

Section	Criteria - Per SECTION 4.2 of RFP	Criteria Weight	Applied Points	Sub Total
4.2.1	Proposed Method to Accomplish the Project.			
a.	Proposer exhibits a complete understanding of the project scope, schedule, and requested deliverables.	15		0
b.	Proposer identifies general or specific problems within the design area and provides solutions and improvements related to the project.	5		0
c.	Proposer's quality assurance and control program. Proposer identifies the Quality assurance and Control Program they will utilize on this project and should provide examples of internal review of plans assembled with multiple disciplines and consultants.	5		0
d.	Proposer identifies considerations specific to the context, culture, history and community specific interest in the site and proposes how to accomplish work.	5		0
4.2.2	Organization and Capacity of Firm			
a.	Identifies organization of a streamlined and efficient project team with the ability to perform services within the desired schedule.	15		0
b.	Proposer's experience and performance with similar projects. Provide specific examples.	10		0
4.2.3	Relevant Experience			
a.	Team member/personnel qualifications and experience with similar projects.	30		0
b.	Past record of performance, and record accountability for design oversights and conflicts. Record of resolving in a timely manner.	5		0
4.2.4	Firms Hourly Rates Submitted - SCORE APPLIED BY CONTRACTS	5		
4.2.5	Quality of Proposal	5		0
GRAND TOTAL				0

Scoring

No scores using 2, 5,7, 9

Outstanding = 10

Adequate to Good = 6, or 8

Marginally Acceptable = 3 or 4

Unacceptable or Poor = 0 or 1

Rate Inclusion 10 or 0 points - Applied by Contracts Division

Evaluator _____

Maximum Score Achievable = 1,000



ATTACHMENT 1

PROFESSIONAL SERVICES CONTRACT

Design Services for Aurora

Harbor Drive Down Float

Contract No. RFP DH25-045

This Agreement is entered into by and between the City and Borough of Juneau, Alaska ("City"), and _____ Company Name _____ whose address is _____ ; Phone and Fax _____ ("Consultant").

Witnesseth:

Whereas, the City desires to engage the Consultant for the purpose of rendering certain professional services, and

Whereas, the Consultant represents that it is in all respects licensed and qualified to perform such services;

Now, Therefore, the parties agree as follows:

1. CONTRACTUAL RELATIONSHIP. The parties intend that an independent Consultant/City relationship will be created by this Contract. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Consultant. Consultant is not considered to be an agent or employee of City for any purpose, and the employees of Consultant are not entitled to any benefits that City provides for City's employees. It is understood that the City does not agree to use the Consultant exclusively. It is further understood that the Consultant is free to contract for similar services to be performed for others while it is under contract with the City.

2. SCOPE OF SERVICE. The Consultant shall carry out in a professional and prudent manner all of the services required by the Contract. These services include all of the services described in Appendix A. Consultant will diligently proceed with the Scope of Services, and will provide such services in a timely manner.

3. PERSONNEL, EQUIPMENT, SUPPLIES, AND LICENSES.

(A) Except as noted in Appendix A, the Consultant represents that it has or will secure at its own expense all personnel, equipment, and supplies required in performing the services under this Contract.

(B) All of the services required hereunder will be performed by the Consultant or under its supervision.

(C) None of the work or services covered by this Contract shall be subcontracted without prior written approval of the Contract Administrator.

(D) Consultant warrants that it is fully licensed under all applicable local, state, and federal laws

Attachment 1 – Standard Contract

Contract No. RFP DH25-045

Design Services for Aurora Harbor Drive Down Float

Page 1 of 8

to perform the services to be provided hereunder.

4. TIME OF PERFORMANCE. The services of the Consultant are to commence after the execution of the Contract and issuance of Notice to Proceed and Purchase Order. All work shall be completed no later than the time specified in Appendix A. Amendment to this Contract may be made upon mutual, written agreement prior to the contract expiration date.

5. REPORTING. Except as authorized within Appendix A, the City's primary representative for this Contract shall be Jason Hoffbauer. The City Manager shall be an alternate representative. The City shall not be liable for Consultant's expenses incurred in reliance on directions received from any other municipal officer or employee. The Consultant's representative shall be _____.

6. COMPENSATION. The City agrees to pay the Consultant according to the schedule attached as Appendix B. The Consultant's estimated fee schedule is attached to Appendix B.

7. TERMINATION OF CONTRACT FOR CAUSE. If, through any cause, except causes beyond the control of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract; or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least ten days before the effective date of such termination. In that event, all finished or unfinished documents, or other data, in whatever form, prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials, not to exceed the Contract amount.

8. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate this Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least thirty days before the effective day of such termination. In that event, all finished or unfinished documents and other materials as described in paragraph 7 above shall, at the option of the City become its property, and the Consultant will be paid an amount not to exceed the sum set forth in Appendix B for work satisfactorily completed on or before the date of termination, less payments of compensation previously made.

9. CONTRACT AGREEMENT. All parties mutually agreed to the terms of this Contract. The Contract should not be construed in favor of or against any party. This Contract contains the entire agreement between the parties; there are no other promises, terms, conditions, or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

10. CHANGES. The City may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, must be mutually agreed upon in writing before they will be regarded as part of this Contract.

11. EQUAL EMPLOYMENT OPPORTUNITY. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

12. CONFLICTS OF INTEREST. Consultant agrees that no employee of the City who has exercised or will exercise any authority over the specifications, procurement, supervision or payment for this Contract, and no member of the employee's immediate family, has had or will

have any direct or indirect financial interest in this Contract. If the Consultant learns of any such interest, the Consultant shall without delay inform the City Attorney or one of the officers specified in Paragraph 5.

13. ETHICS. Consultant shall discharge its duties fairly, impartially and maintain a standard of conduct that competently serves the City and the interests of the City. Consultant shall at all times exercise unbiased judgment when performing its duties under this contract.

14. PUBLIC RELATIONS. Consultant shall issue press releases, respond to press inquiries, make public speeches, appear on broadcast media or otherwise engage in public relations regarding the project only with the specific approval of the CBJ Project Manager.

15. ELECTED OFFICIALS. The Consultant shall respond to project-related inquiries from elected officials by providing impartial, factual information, but shall not initiate contact or attempt to persuade an elected official to agree with any viewpoint or to take any official action. The Consultant will promptly notify the Project manager of any request by an elected official for project-related information.

16. ASSIGNABILITY. The Consultant shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written consent of the City; however, claims for money due or to become due to the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution without approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

17. FINDINGS CONFIDENTIAL. Any information given to or prepared by the Consultant under this Contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

18. IDENTIFICATION OF DOCUMENTS. All reports, maps, and other documents completed as a part of this Contract, other than documents exclusively for internal use within the City, shall carry a City notation or logo as directed by the City.

19. PUBLICATION, REPRODUCTION, AND USE OF MATERIALS. No services, information, computer program elements, reports or other deliverables which may have a potential patent or copyright value produced in whole or in part under this Contract shall be subject to copyright in the United States or any other country.

If a copyright applies by law to the work produced under this Contract, that copyright will either be signed over to the City or the City will be given unrestricted license to the copyright. The City shall have unrestricted license to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. If this Contract includes architectural and/or engineering design services, any use of the design features or details produced under this Contract on other City facilities will be at the City's risk.

20. RECORDS. During performance and after termination of this Contract, each party shall make available to the other party for inspection and copying, all records, whether external or internal, having any relevance to this Contract.

21. INSURANCE REQUIREMENTS . Consultant has secured and agrees to keep and maintain in full force and effect, at its own expense, the insurance approved by CBJ Risk Management as outlined in Appendix C. At least 30 days prior to the cancellation, non-renewal or reduction in the amount of coverage, Consultant shall provide written notice to the CBJ's Risk

Management. The Consultant's insurance shall be primary and any insurance maintained by the CBJ shall be non-contributory. If the Consultant maintains higher limits than shown below, the CBJ shall be entitled to coverage for the higher limits maintained by the Consultant.

22. INDEMNIFICATION AND HOLD HARMLESS. The Consultant agrees to defend, indemnify, and hold harmless CBJ, its employees, and authorized representatives, with respect to any action, claim, or lawsuit arising out of or related to the Consultant's negligent performance of this contract without limitation as to the amount of fees, and without limitation as to any damages, cost or expense resulting from settlement, judgment, or verdict, and includes the award of any attorney's fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law, meaning that if there is a claim of, or liability for, a joint act, error, or omission of the consultant and the CBJ, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. This agreement is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this contract. CBJ shall notify Consultant in a timely manner of the need for indemnification, but such notice is not a condition precedent to Consultant's obligations and may be waived where the Consultant has actual notice.

23. CHOICE OF LAW; JURISDICTION. This Contract shall be governed by the laws of the State of Alaska. Jurisdiction shall be in the State of Alaska, First Judicial District.

24. SUCCESSORS. This Contract shall be binding upon the successors and assigns of the parties.

25. PRECEDENCE OF DOCUMENTS. In the event of a conflict between the provisions of this document and its appendices, the order of precedence shall be this document, Appendix A, Appendix B and Appendix C.

In Witness Whereof the parties have affixed their signatures the date first above set out: _____

CITY AND BOROUGH OF JUNEAU

Carl Uchytel, P.E. Date
Port Director

Company name

Name Date
Rank [i.e. President]
email

Approved as to content:

Matthew Sill, P.E. Date
Project Manager

406900101 411030120 5390

APPENDIX A: SCOPE OF SERVICES
Design Services for Aurora
Harbor Drive Down Float
Contract No. RFP E25-xxx

See Scope of Services in RFP .

PERSONNEL: The Consultant's primary personnel for this work will be:

The Consultant shall provide 35% Level Full Build Out (all phases) Construction Document Submittal shall be submitted by June 1, 2025, and 100 % bid ready documents shall be submitted by September 30, 2025.

This contract expires on December 31, 2025, unless an amendment changing this date is fully executed prior to December 31, 2025.

STANDARD CONTRACT

APPENDIX B: COMPENSATION
Design Services for Aurora
Harbor Drive Down Float
Contract No. RFP E25-xxx

Amount of Payment

Lump Sum

Consultant shall be compensated a lump sum amount of \$ ____ for satisfactory performance of all [or specific services] services described in this contract.

Time and Materials

Consultant shall be compensated based on time and materials, a not-to-exceed amount of \$ __ for satisfactory performance of ____ services described in this contract.

Hourly rates shall remain the same for the life of this contract including all amendments, unless the Consultant requests a rate increase. Hourly rate increases may be negotiated on a yearly basis and shall not exceed the percentage increase of the Anchorage Consumer Price Index.

The total Contract amount shall be \$

Method of Payment

Monthly Payable within 30 days of receipt of an invoice approved by the project manager and progress report stating the amount of services completed.

Consultant Invoice Requirements

- Itemized invoices must be submitted that indicate the services performed.
- Invoices for this contract must be submitted separately from invoices for services performed under any other contract(s).
- Invoices must include the CBJ Contract Number and Purchase Order numbers.

Compensation Based on Time and Materials

If compensation is based on time and materials, the following shall apply:

Compensation shall be computed based on the hourly billing rates, approved by the CBJ Project Manager, times the actual number of hours spent in the performance of services. The hourly billing rate for each employee is the amount to be paid to the Consultant, and is full compensation for all salary, benefits, taxes, overhead and profit. There shall be no additional compensation for overtime, weekend, or holiday work.

Compensation for subconsultants shall be equal to the amounts actually paid to sub-consultants hereunder plus a negotiated mark-up percentage.

Compensation for expenses shall be an amount equal to reimbursable expenses approved in advance by the CBJ Project Manager, necessary and reasonably incurred and actually paid by

the Consultant in the performance of the services hereunder. No markup allowance is allowed. Reimbursable expenses are expenses that are unique to the performance of the services under the Contract and generally contemplate the purchase of outside ancillary services, such as mailing and delivery charges for submittal of drawings, specifications and reports, long distance telephone calls, rentals of equipment, travel and local transportation, meals and lodging on overnight trips.

Reimbursable expenses do not include expenses that are usually and customarily included as part of the Consultant's overhead. For the purposes of this Agreement reimbursable expenses do not include amounts for typing, utilization of computer systems, computer aided design and drafting (CADD), cameras, recording or measuring devices, flashlights and other small, portable equipment, safety supplies, phones, telephone calls, electronic messaging including FAX, Telex and telegrams, or expendable office supplies. Unless otherwise indicated, required insurance is not a reimbursable expense.

The Consultant shall obtain the CBJ Project Manager's written approval prior to making expenditures for reimbursable expenses in excess of \$500 per specific expenditure and for all overnight trips which are reimbursable expenditures as set forth above. The Consultant shall substantiate all billings for reimbursable expenses in excess of \$25 with receipted bills and provide said receipts with the appropriate billing.

The Consultant shall keep, and cause any sub-consultants to keep, daily records of the time spent in the performance of services hereunder by all persons whose billing rates will be the basis for compensation as well as records and receipts of reimbursable expenditures hereunder. Failure to do so shall be a conclusive waiver of any right to compensation for such services or expenses as are otherwise compensable hereunder.

The CBJ shall have the right to inspect all records of the Consultant, and of any sub-consultants, pertaining to this project. Records shall be maintained by the Consultant and sub-consultants for a period of three years after completion of services.

When travel is necessary as part of the professional services to be provided, the following shall be followed:

- ◆ Airline tickets should be purchased at the 14 day advanced purchase price. The CBJ will not pay for First Class travel. Any deviation shall be approved in writing in advance by the CBJ Project Manager.
- ◆ Per diem meal allowance shall be: \$60.00 (\$12.00 for breakfast, \$16.00 for lunch and \$32.00 for dinner).
- ◆ The Consultant shall stay at the hotel with a daily rate not to exceed \$150.00.
- ◆ Travel agent fees, tips, alcohol or bar tabs shall not be paid by the CBJ.
- ◆ Car rental, parking, and taxi fees shall be reasonable and not excessive. This reimbursement is for services in Juneau only. Parking fees, etc. outside of Juneau will not be reimbursed.

APPENDIX C: INSURANCE REQUIREMENTS
Design Services for
Aurora Harbor Drive Down
Float Contract No. RFP
DH25-045

The Consultant must provide certification of proper insurance coverage and amendatory endorsements or copies of the applicable policy language affecting coverage required in this agreement to the City and Borough of Juneau. Failure of the City to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of the Consultant to maintain the insurance required by this contract.

Consultant agrees to maintain insurance as follows at all times while the contract is in effect, including during any periods of renewal.

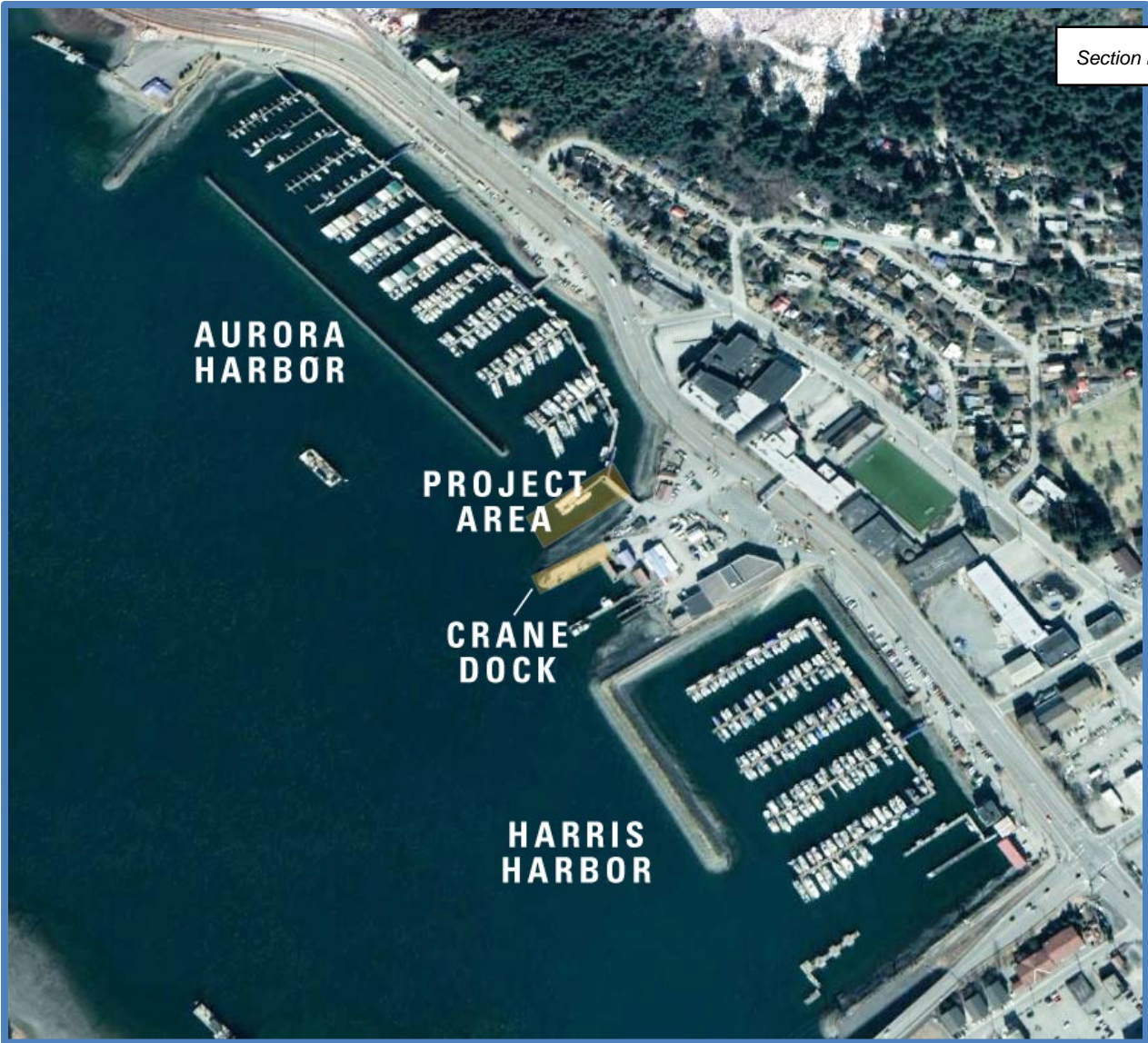
Commercial General Liability Insurance. The Consultant must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against the Consultant. This amount must be at least one million dollars (\$1,000,000.00) per occurrence, and two million dollars (\$2,000,000.00) aggregate.

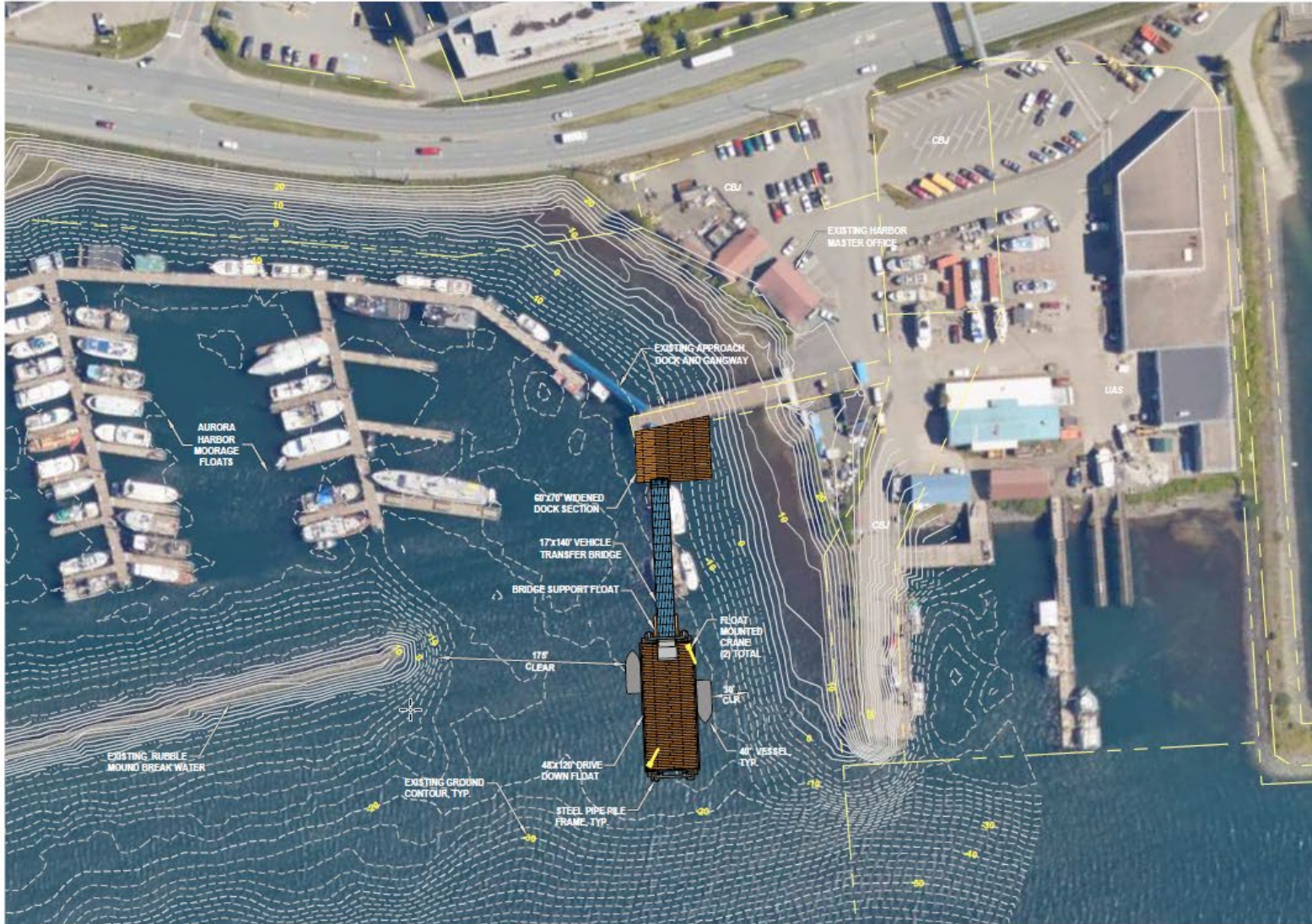
This insurance policy is to contain, or be endorsed to contain, additional insured status for the CBJ, its officers, officials, employees, and volunteers. If Additional insured status is provided in the form of an endorsement to the Contractor's insurance, the endorsement shall be at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Professional Liability Insurance. The Consultant must maintain Professional Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) aggregate to protect the Consultant from any claims or damages for any error, omission, or negligent act of the Consultant, the Consultant's firm and employees. This requirement applies to the Consultant's firm, the Consultant's subcontractors and assignees, and anyone directly or indirectly employed to perform work under this contract.

Workers Compensation Insurance. The Consultant must maintain Workers Compensation Insurance to protect the Consultant from any claims or damages for any personal injury or death which may arise from services performed under this contract. This requirement applies to the Consultant's firm, the Consultant's subcontractors and assignees, and anyone directly or indirectly employed to perform work under this contract. The Consultant must notify the City as well as the State Division of Workers Compensation immediately when changes in the Consultant's business operation affect the Consultant's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of one million dollars (\$1,000,000.00) per injury, and one million dollars (\$1,000,000.00) policy limits. **If the Consultant is exempt from Alaska Statutory Requirements, the Consultant will provide written confirmation of this status in order for the City to waive this requirement. The policy shall be endorsed to waive subrogation rights against the City.**

Comprehensive Automobile Liability Insurance. The coverage shall include all owned, hired, and non-owned vehicles to a one million dollar (\$1,000,000.00) combined single limit coverage.





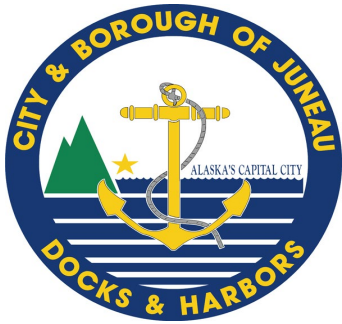
REVISIONS					
REV	DATE	DESCRIPTION	DWN	CHK	APP

CITY AND BOROUGH OF JUNEAU
DOCKS & HARBORS
 155 SOUTH SEWARD STREET
 JUNEAU, ALASKA 99801
 PHONE: 907-586-0292

DES
 CHE
 APP

FY26 Passenger Fee Proposal

	Direct Cost	Overhead	Total	Available Balance in CIP
Debt Service: Juneau Cruise Terminal Docks	\$ 2,027,900	\$ -	\$ 2,027,900	\$ -
CBJ Municipal Services				
Police Support	\$ 1,265,600	\$ 10,400	\$ 1,276,000	\$ -
Ambulance/EMS Support	\$ 781,500	\$ 6,500	\$ 788,000	\$ -
Seawalk, Open Space and Restroom Maintenance	\$ 875,400	\$ 7,300	\$ 882,700	\$ -
Street Cleaning/Repair	\$ 321,900	\$ 2,700	\$ 324,600	\$ -
Capital Transit	\$ 1,041,600	\$ 8,700	\$ 1,050,300	\$ -
Pulse Point Emergency Notifications App	\$ 34,000	\$ 300	\$ 34,300	\$ -
D&H - Port Management	\$ 275,000	\$ 2,300	\$ 277,300	\$ -
D&H - Port Customs Office Building Maintenance	\$ 142,000	\$ 1,200	\$ 143,200	\$ -
D&H - Access Control Security	\$ 300,000	\$ 2,500	\$ 302,500	\$ -
D&H - Covered Staging Area	\$ 45,000	\$ 400	\$ 45,400	\$ -
Tourism Management	\$ 443,400	\$ 3,700	\$ 447,100	\$ -
Total City Services	\$ 5,525,400	\$ 46,000	\$ 5,571,400	\$ -
Third-Party Visitor Services by Assembly Grant				
Travel Juneau - Visitor services program	\$ 213,925	\$ -	\$ 213,925	\$ -
Travel Juneau - Crossing guard program	\$ 358,825	\$ -	\$ 358,825	\$ -
Tourism Best Management Practices (TBMP)	\$ 46,965	\$ -	\$ 46,965	\$ -
AJ Dock - Access Control Security	\$ 150,000	\$ -	\$ 150,000	\$ -
AJ Dock - Restroom Maintenance	\$ 30,000	\$ -	\$ 30,000	\$ -
Franklin Dock - Access Control Security	\$ 150,000	\$ -	\$ 150,000	\$ -
Franklin Dock - Restroom Maintenance	\$ 30,000	\$ -	\$ 30,000	\$ -
Clean Technology Revolving Loan Program (Org TBD)	\$ 1,000,000	\$ -	\$ 1,000,000	\$ -
Total 3rd Party Services	\$ 1,979,715	\$ -	\$ 1,979,715	\$ -
Capital Investments				
Shore Power	\$ 3,000,000	\$ -	\$ 3,000,000	\$ 10,300,000
Dock Safety Cameras	\$ 1,000,000	\$ -	\$ 1,000,000	\$ -
Wastewater System Upgrades	\$ 3,000,000	\$ -	\$ 3,000,000	Various
Water System Upgrades	\$ 100,000	\$ -	\$ 100,000	Various
Downtown Piling Inspection	\$ 200,000	\$ -	\$ 200,000	\$ -
Marine Park Improvements	\$ 2,500,000	\$ -	\$ 2,500,000	\$ 3,400,000
Covered Bus Stop at Mendenhall Loop Rd.	\$ 70,000	\$ -	\$ 70,000	\$ 300,000
Wayfinding Signage Improvements	\$ 50,000	\$ -	\$ 50,000	\$ 30,000
Public Wi-Fi	\$ 771,500	\$ -	\$ 771,500	\$ 200,000
Seawalk	\$ 2,000,000	\$ -	\$ 2,000,000	\$ 5,200,000
Total Capital Investments	\$ 12,691,500	\$ -	\$ 12,691,500	\$ 19,430,000
Total Proposed FY26 Passenger Fee Expenditures	\$ 22,224,515	\$ 46,000	\$ 22,270,515	\$ 19,430,000



Port of Juneau

NOTICE OF PROPOSED CHANGES TO REGULATION Amendment of Title 05, Chapter 15- Fees and Charges

PURSUANT TO AUTHORITY GRANTED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU, THE DOCKS AND HARBORS BOARD PROPOSES TO ADOPT THE FOLLOWING AMENDMENT TO REGULATIONS:

DOCKS & HARBORS BOARD IS PROPOSING TO AMEND THE DOCKAGE CHARGES FOR VESSELS GREATER THAN OR EQUAL TO 200 FEET IN OVERALL LENGTH, REMOVE THE VESSEL LIGHTERING FEE AND UPDATE THE CPI ADJUSTMENT LANGUAGE.

05 CBJAC 15.030 Dockage charges.

- (a) Definition. The charge assessed to vessels for berthing at the Alaska Steamship Wharf, the Cruise Ship Terminal, the Intermediate Vessel Float (IVF), the Port Field Office Float (PFO), and the Inside of the Cruise Ship Terminal (ICT).
- (b) Basis for computing charges. Dockage charges are assessed upon length-over-all (LOA) of the vessel or per lower berth.

Length-over-all is defined as the linear distance, in feet, from the forward most part at the stem to the aftermost part of the stern of the vessel, measured parallel to the base line of the vessel.

Length-over-all of the vessel, as published in "Lloyd's Register of Shipping", will be used and, when not published, the Port reserves the right to measure the vessel or obtain the length-over-all from the vessel's register.

Lower berth is defined as the standard double occupancy per cabin.

- (e) From April ~~May~~ 1 to October 31 ~~September 30~~, dockage for all vessels, except those vessels paying dockage fees set out in 05 CBJAC 15.030(f), (g), and (h), will be assessed for each 24-hour period or portion thereof as follows:
 - (1) \$3.66 ~~\$3.53~~ per foot for vessels less than 65 feet in length overall;
 - (2) \$6.11 ~~\$5.89~~ per foot for vessels with a length overall from 65 feet up to 200 feet; and
 - (3) \$7.32 ~~\$3.53~~ per foot or \$7.00 per lower berth, whichever results in the greater total charge for vessels greater than or equal to 200 feet in length overall, using the Intermediate Vessel Float (IVF), the Port Field Office Float (PFO).

and the Inside of the Cruise Ship Terminal (ICT) docks, or the Statter Harbor Breakwater; and

(4) \$7.00 per lower berth for vessels greater than or equal to 200 feet in length overall at the Alaska Steamship Wharf and the Cruise Ship Terminal docks. Vessels lightering will be assessed according to 05 CBJAC 15.060.

- (f) From May 1 to September 30, fishing vessels will be assessed dockage at ~~\$1.84~~ \$1.77 per foot of length overall for each 24-hour period or portion thereof, except there will be no charge to vessels staging to offload at Taku Dock, provided the duration of staging is less than four hours.
- (g) From ~~November~~ October 1 to March 31 ~~April 30~~, dockage will be assessed as set out in 05 CBJAC 20.030 ~~and 05 CBJAC 20.040~~.

- (j) CPI adjustment. For each calendar year after ~~2025~~ 2022, the fee assessed in this section will be equal to the previous fiscal year's fee, adjusted by the Consumer Price Index - Urban Alaska (CPI) as reported by the Alaska Department of Labor & Workforce Development for the calendar year preceding the start of the seasonal cruise vessel year (April 1 through October 31 ~~November 1~~). The Docks and Harbors Board may, by motion, take action to keep the fee the same as the previous year, or increase the fee in an amount less than the CPI adjustment.

Repeal and reserve section 05 CBJAC 15.040 Port maintenance fee.

Adopt and amended section 05 CBJAC 15.060, to read:

05 CBJAC 15.060 Vessel lightering fee.

- (e) *Vessel lightering fee assessment:*

Unit	Charge
Each 24-hour period or portion thereof.	\$2,003.09 \$7.00 per lower berth

~~(1) For each calendar year after 2022, the fee assessment will be equal to the previous year's fee, adjusted by the Consumer Price Index - Urban Alaska (CPI) as reported by the Alaska Department of Labor for the calendar year preceding the start of the seasonal cruise vessel year, unless the Docks and Harbors Board takes action to keep the fee the same as the previous year.~~

- (f) *CPI adjustment.* For each calendar year after ~~2025~~ 2022, the fee assessed in this section will be equal to the previous fiscal year's fee, adjusted by the Consumer Price Index - Urban Alaska (CPI) as reported by the Alaska Department of Labor & Workforce Development for the calendar year preceding the start of the seasonal cruise vessel year (April 1 through October 31 ~~November 1~~). The Docks and Harbors Board may, by motion, take action to keep the fee the same as the previous year, or

increase the fee in an amount less than the CPI adjustment.

Section 5. Effective Date of Regulation. It is the intent of the Assembly that these regulations shall become effective on January 1, 2026.

The above regulations are proposed for adoption pursuant to CBJ's 01.60 and CBJ 85.02.060, and CBJ 85.02.100. Interested persons may obtain a full copy of the proposed regulation at any of the harbor offices, at the CBJ libraries, at the CBJ Clerk's Office, online at www.juneau.org/harbors/proposed_regulations.php or obtain more information by calling the Harbormaster at 907-586-5255.

The Board is holding a public hearing and intends to take final action on the proposed changes at the Board meeting on **April 24th, 2025, at 5:00 pm at the Port Director's Office and via zoom meeting.** If this is approved by the Board, it will move to the Assembly for their final approval. Written comments may also be submitted to the Port Director's Office by fax at (907) 586-0295, by hard copy at 76 Egan Drive, and via email at harbormaster@juneau.gov until 4:30 p.m. on April 24th, 2025.