



8975 East Marginal Way S
 Seattle, WA 98134
 P.O. Box 1270
 Seattle, WA 98101
 Telephone (206) 764-3000
 Technical Services (206) 764-3029

fax fromberg
 Corporate (206) 764-3012
 Sales (206) 764-3014
 CRDRI (206) 764-3002
 Warehouse (206) 764-3077
 Cement Terminal (206) 764-2176

Mix Design No. 0968

	Building Sand	1"	1-1/2"	Combined Gradation
2 Inch	100			
1-1/2 Inch	100	100	100	100.0
1 Inch	100	100	94	99.0
3/4 Inch	100	96	35	87.3
1/2 Inch	100	77	10	73.6
3/8 Inch	100	41	3	54.3
No. 4	99	1	2	34.0
No. 8	87	1	0.9	33.5
No. 16	67		0.5	28.9
No. 30	47		0.5	22.3
No. 50	12		0.5	15.7
No. 100	2.5		0.5	4.1
No. 200			0.5	0.9
Fineness Modulus	2.86			0.1
Source	PS-X-125	7.21	7.91	
Absorption	1.57	PS-X-125	B-335	
% of Total Aggregate	33	1.22	1.12	
		50	17	

Attachment D

JWCOS33.TXT

@2lp PAC LUTJUKLUC

P R I C E Q U O T E

"we make friends with every sale"
 FROM: PAC-RIM Building Supply, Inc.
 3901 Raymond Ave. SW
 Renton, WA 98057
 Phone: (425)251-3700 Fax: (425)251-0334
 (800)633 3006

Bid# JWCOS33
 Date 12/07/2012

QUOTE

TO: Yakutat Seafoods, LLC.
 P.O. BOX 419
 532 MAX ITALIO DRIVE
 YAKUTAT, AK 99689

Phone: 9077843392
 Fax: 9077843686
 Ship Via/Terms: AML FRT COLLECT
 Material FOB: PAR RIM
 Comments:

 THE CONTRACT TERMS FOR THE SALE OF GOODS BY PAC-RIM TO YOU ARE GOVERNED BY
 PAC-RIM'S "CONDITIONS OF SALE." QUOTE DOES NOT INCLUDE HAWAII SALES TAX.
 CHANGES MADE TO THIS ORDER 24 HOURS AFTER RECEIPT OF ORDER CONFIRMATION
 WILL BE SUBJECT TO \$50 CHANGE ORDER FEE AND RESTOCK CHARGES IF APPLICABLE.

Bid# JWCOS33 Job: Yakutat Seafoods, LLC.

Ref: Pg# 1
 Unit Price Extended Price

Quantity	/U M	Description	Unit Price	Extended Price
8.00	/PCS	Item# JWCOS331010 2X12-12FT #2 & BTR HEM-FIR S4S BROWNTONE LP22 QUALITY MARK ACQ PRESSURE TREATED .40 RETENTION FOR GROUND CONTACT USE	22.09	176.72
50.00	/PCS	Item# JWCOS331020 2X12-10FT #2 & BTR HEM-FIR S4S BROWNTONE LP22 QUALITY MARK ACQ PRESSURE TREATED .40 RETENTION FOR GROUND CONTACT USE	17.88	894.00
5.00	/EACH	Item# JWCOS331030 12" X 12" X 12' .60 ROUGH TREATED. 60 2&BTR DF	191.02	955.10
4.00	/PCS	Item# JWCOS331040 3X12-12FT #2 & BTR HEM-FIR S4S BROWNTONE LP22 QUALITY MARK ACQ PRESSURE TREATED .40 RETENTION FOR GROUND CONTACT USE	38.48	153.92
40.00	/PCS	Item# JWCOS331050 5/8-4X8 CDX 40/20 PLYWOOD SHEATHING, 4 PLY	20.93	837.20
15.00	/PCS	Item# JWCOS331060 1/2-4X8 CDX 4 PLY SHEATHING	17.28	259.20
12.00	/EACH	Item# JWCOS331070 4' X 10' WHITE FRP	49.93	599.16
12.00	/EACH	Item# JWCOS331080 10' LONG WHITE DIVISON BARS FOR FRP	3.51	42.12
2.00	/EACH	Item# JWCOS331090 WHITE 1" FRP RIVETS, BAGS OF 100	13.55	27.10
2.00	/EACH	Item# JWCOS331100 FRP ADHEASIVE, 4 GALLON BUCKET	65.00	130.00
113.00	/EACH	Item# JWCOS331110 10" X 10" X 16' ACZA 1.9# SALT WATER IMMERSION TREAT4ED 2&BT DF ROUGH SAWN, * 6 WEEKS	296.00	33448.00

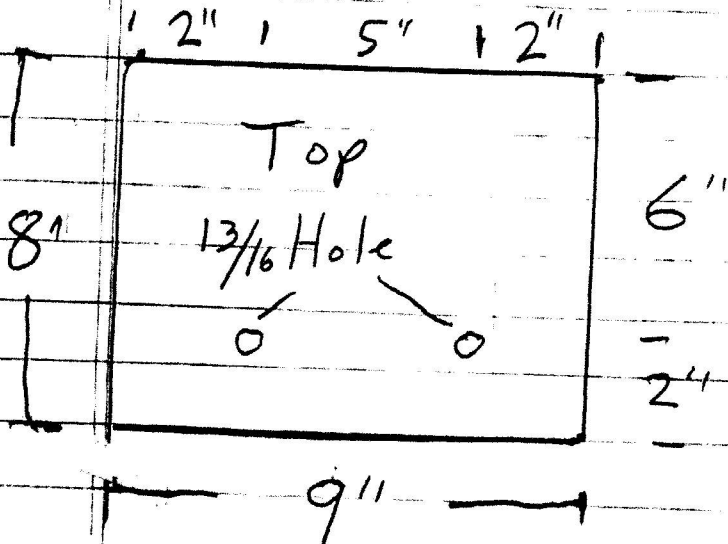
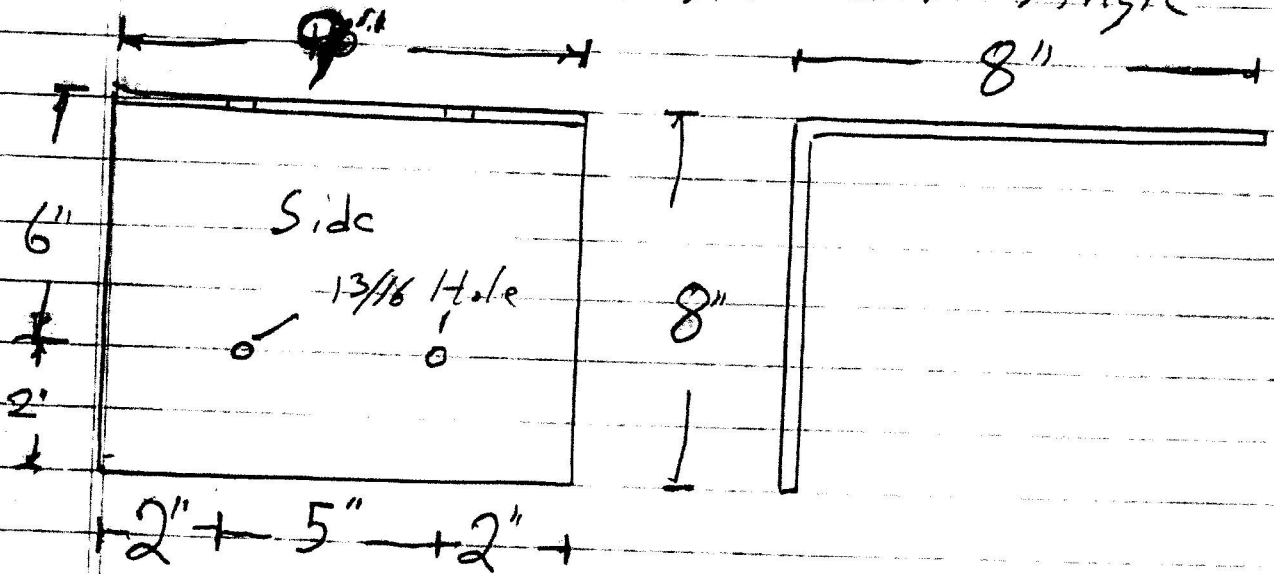
JWCOS33.TXT

Bid#	JWCOS33	Job: Yakutat Seafoods, Llc.	Ref:	Pg# 2
Quantity	/U M	Description	Unit Price	Extended Price
40.00	/EACH	Item# JWCOS331120 3" X 8" X 22' ACZA 1.9 # SALT WATER IMMERSION TREATED 2&BTR DF 6-8 WEEKS	95.83	3833.20
2.00	/ROLL	Item# JWCOS331130 HOUSE WRAP 9' X 150' WEATHER SMART	166.46	332.92
1.00	/CART	Item# JWCOS331140 16 D GALVANIZED NAILS FOR SFNCO SN4 ST16D148HD 3000 TO CARTON	110.63	110.63
2.00	/CART	Item# JWCOS331150 8 D GALVANIZED NAILS FOR SENCO SN4 ST8D113HD 5000 TO CARTON	70.85	141.70
15.00	/SOUR	Item# JWCOS331160 1500 SQ FT 26 GA GRAY SKYLINF 16" WIDF *LENGHT TO BE DETERMINED CRATED	145.20	2178.00
1500.00	/EACH	Item# JWCOS331170 SCREWS FOR ABOVE #8 X 1 MODIFIED TRUSS HEAD, 250 TO A BAG	0.03	45.00
400.00	/EACH	Item# JWCOS331172 SCREWS FOR ABOVE #9 X 1" SLATE GRAY 1/4" HEX HEAD	0.06	24.00
3.00	/EACH	Item# JWCOS331180 GRAY 10'6" OUTSIDE CORNER FOR SKYLINE OC16	17.30	51.90
10.00	/EACH	Item# JWCOS331190 GRAY 10'6" "C" CHANNEL FOR SKYLINE C16	9.40	94.00
100.00	/EACH	Item# JWCOS331200 3/4" X 14" HD GALVANIZED HEX HEAD BOLTS	3.46	346.00
50.00	/EACH	Item# JWCOS331210 3/4" X 16" HD GALVANIZED HEX HEAD BOLTS	3.64	182.00
50.00	/EACH	Item# JWCOS331220 3/4" X 18" HD GALVANIZED HEX HEAD BOLTS	4.49	224.50
250.00	/EACH	Item# JWCOS331230 3/4" X 12" HD GALVANIZED HEX HEAD BOLTS	3.38	845.00
2000.00	/EACH	Item# JWCOS331240 3/4" HD GALVANIZED FLAT WASHERS	0.17	340.00
300.00	/EACH	Item# JWCOS331250 3/4" HD GALVANIZED MALEABLE WASHERS	1.14	342.00
400.00	/EACH	Item# JWCOS331260	0.23	92.00



3

Bracket for 10X10 Hot Dipped Galv,
13/16 Hole
1/2" Thick X 8" X 8" X 9" Angle



Attachment E

305 E Summa Street
Centralia, WA 98531

CA PORTLAND

BUILDING MATERIALS QUOTE:

TO: Jim - Yakutat Seafoods

JOB:

LOCATION: Seattle docks
Alaska bound

ATTN:

DATE: 12.7.12

PHONE: 907.784.3392

SALESMAN: Darci Twining
PHONE: (360) 736-1131

EMAIL: jmc@yakutatseafoods.com

ITEM #	DESCRIPTION	UNIT	To Docks Seattle
2236	<p>94# Portland Cement Type I-II 35 bags/pallet *Pallets will be bagged and wrapped (28 pallets = 980 bags)</p> <p>*Delivery via our truck to Seattle dock of your choice (ie: Northland Services)</p> <p>*Shipping from Seattle dock to final Alaska destination will be customer responsibility.</p> <p>*Please allow 7 days notice prior to delivery to the docks so we may plan our delivery schedule accordingly.</p>	pallet	<p>\$385 x 28 pallets</p> <hr/> <p>\$600.00</p> <hr/> <p>\$11,380.00</p>

This offer shall remain in effect for 30 days from quote date and may be accepted by endorsement hereon. Quote does not include tax.

Accepted: **Yakutat Seafoods**

CalPortland

By: _____

By: _____

Date: _____

Date: _____

Attachment F



5975 East Marginal Way S
Seattle, WA 98134
Fax: (206) 764-1790
Seattle, WA 98111
Telephone Lobby: (206) 764-3000
Technical Services: (206) 764-3029

Fax Numbers:
Corporate: (206) 764-3022
Sales: (206) 764-3014
Credit: (206) 764-3012
Warehouse: (206) 762-3077
Cement Terminal: (206) 764-7176

Contractor: Yakutat Seafoods
Project:
Date: December 6, 2012
Notes:
Mix Design No. 0968
Plant No. 282-291
28 Day Strength 6000 PSI

Pile Jackets

	<u>SPECIFIC GRAVITY</u>	<u>POUNDS SATURATED SURFACE DRY (SSD)</u>	<u>ABSOLUTE VOLUME</u>
<u>Cementitious Materials</u>			
Cement	3.15	752	3.83
<u>Fine Aggregate</u>			
Building Sand-WSDOT Class 2	2.69	1005	5.99 <i>\$24/yr</i>
<u>Coarse Aggregate</u>			
AASHTO #57	2.74	1525	8.92 <i>> \$20/yr</i>
AASHTO #4	2.68	500	
<u>Water (Maximum)</u>	1.00	242	3.88
<u>Entrapped/Entrained Air % +/-1.5%</u>		5.0	1.35
		4024	26.95

W/C+P Ratio = 0.32 Mix Design Density 149.31 SCM % Target Slump (+/-1") 6

Additives	Manufacturer	Brand	Notes:
Air Entrainment (ASTM C260)	W.R. Grace	Daravair 1000	Dose @ 9 oz/cwt
Water Reducer (ASTM C494-Type A)	W.R. Grace	WRDA 64	Dose @ 36 oz/cwt
Water Reducer (ASTM C494-Type F)	W.R. Grace	ADVA 195	Dose @ 35 oz/cwt
Accelerator	W.R. Grace	Daraset 400	Dose @ 150 oz/yr

Sand cost \$10800
Gravel cost \$1800

Total cost \$2880

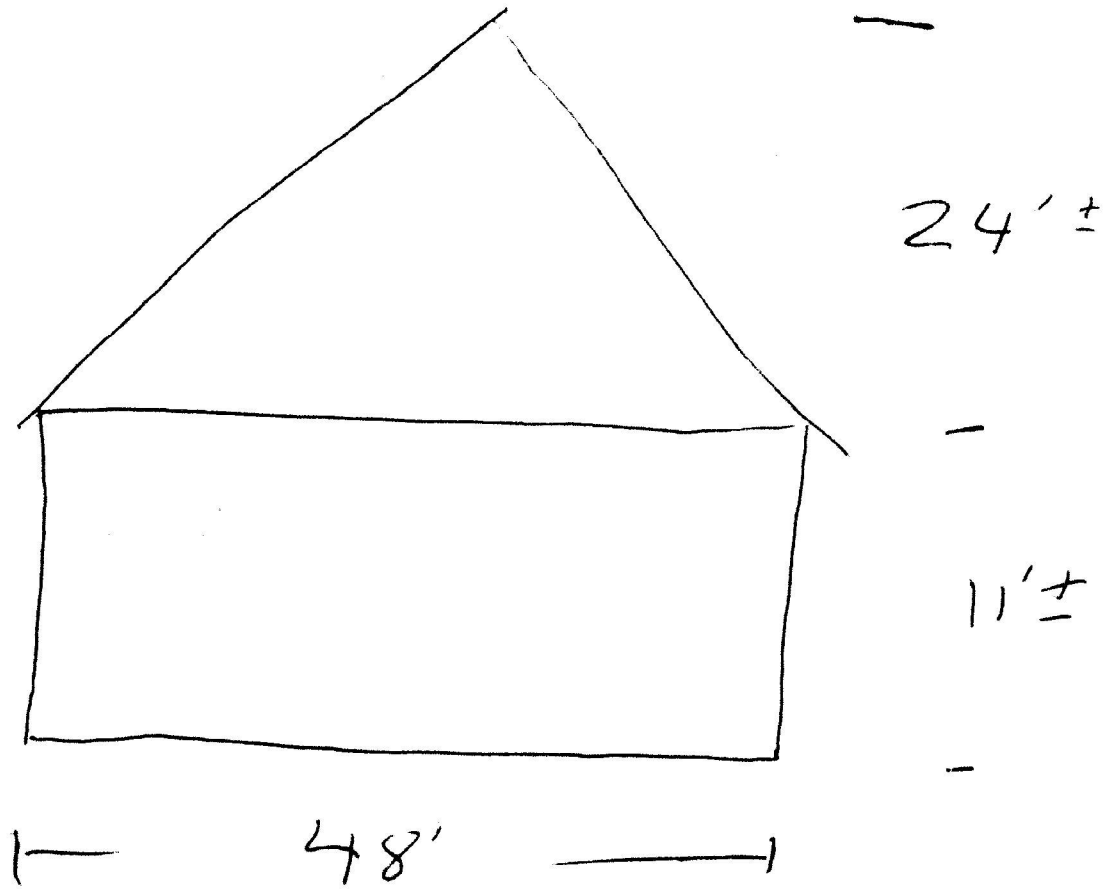
Attachment G

\$6,385

Tools

1,500	Concrete Vibrator 1 1/2 x 7'
275	Chain Saw
300	Chain Hoist
150	Drill & Bits
285	Shovels
150	Hammers
2,000	Pump Hands
100	Rock Bar
75	Nylon Slings
1,200	Electric Demolition Hammer
350	Bits Bits

Attachment 4



New Plywood 5/8 CDX
Tyvek
New Studs & Plates Lower Wall
Gray painted Metal Siding
Lower Wall Plywood & FRP inside

Ocean Cape Facility Southeast wall and piling project labor projections

Job Title	wage per hour	workers comp insurance	total cost per hour
Project Foreman	\$30	\$2.05	\$32.05
Laborer #1	\$25	\$1.71	\$26.71
Laborer #2	\$25	\$1.71	\$26.71
Laborer #3	\$25	\$1.71	\$26.71
Laborer #4	\$25	\$1.71	\$26.71
Laborer #5	\$25	\$1.71	\$26.71

Total Cost per hour \$165.60

Project description	Total hours needed for project	Cost of labor needed to complete project
South east Wall	4 weeks(20 days @8 hours/day)	\$158,400 (\$165 per hour x 160 hours x 6 employees)
Piling Project	113days @ 8 hours per day	\$149,160 (\$165 x 8 hours x 113 pile) 1 pile & base/day
Concrete base	50 days @ 8 hours per day	\$66,000 (\$165 x 8 hours x 50 days) 2 bases per day

Total Labor for project \$373,569

Attachment H

Attachment J



5615 W MARGINAL WAY SW
P O BOX 24348
SEATTLE, WA 98124-4348
1-800-950-4265

100 MT ROBERTS ST
JUNEAU, AK 99801
1-907-586-3790
1-800-585-6102

Rate Estimate WT38

Page 1 of 2

Prepared For:	Date:	December 10, 2012
Phone:	Origin:	Seattle
Fax:	Destination:	Yakutat
Email:	Project Name:	
	PO Number:	
Prepared By: Michael Brittenham	Estimated Ship Date:	December 10, 2012
mbritt@lynden.com		
Phone: 800 326-8346		
Fax: 206 214-1294		

Qty	UOM	Freight Description	Dimensions (LxWxH)	Weight	Rate	Charge
2	P40	LUMBER		43.000		
		FREIGHT CHARGE		48.000		
		LOADING			10.84	5,203.20
		FUEL SURCHARGE				388.00
		WHARFAGE CHARGE			22.00 %	1,230.06
		TOTAL CHARGES:				752.50
						7,573.76

per van

NOTES: **Price given is per load** Per Greg, 2 loads expected to ship each at 43,000 lbs.

$\$ 7573 \times 2 \text{ vans} = \$ 15,146$
 $\$ 1798 \times 2 \text{ vans} = \$ 3,596$

Total shipping $\$ 32,742$

Green is good! Do your part in saving the environment by accessing documents electronically. Go to <http://www.lynden.com/ez-signup.html> and sign up for EZ Commerce, making it easier to conduct business at your fingertips. You can request pickups, generate shipping documents, track shipments, receive invoices and make payments electronically. Service is free, sign up today!

This estimate has been prepared based on information provided on this date and is valid for 30 days. Charges may differ from those contained herein due to changes in weight, dimensions, description of goods or requested services. Fuel surcharge is estimated at the level in effect on this date, is subject to change without notice and will be billed at the level in effect in Carrier's published tariff on the date of shipment. All services are subject to the standard terms and conditions of our tariff (available at www.lynden.com/aml/100terms.htm) and the bill of lading published therein. Any bill of lading or other shipping document issued shall not be effective to the extent it conflicts with our terms and conditions. By shipping with Alaska Marine Lines, Inc., you are acknowledging acceptance of our terms and conditions.



5615 W MARGINAL WAY SW
 P O BOX 2434R
 SEATTLE, WA 98124-4348
 1-800-950-4265

100 MT ROBERTS ST
 JUNEAU, AK 99801
 1-907-586-3790
 1-800-585-6102

Rate Estimate WT22

Prepared For:	Date:	December 10, 2012
Phone:	Origin:	Seattle
Fax:	Destination:	Yakutat
Email:	Project Name:	
	PO Number:	
	Estimated Ship Date:	December 10, 2012
Prepared By: Michael Brittenham mbritt@lynden.com		
Phone: 800 326-8346		
Fax: 206 214-1294		

Qty	UOM	Freight Description	Dimensions (LxWxH)	Weight	Rate	Charge
2	D40	CONCRETE		50,000		
		FREIGHT CHARGE		50,000	12.37	6,185.00
		LOADING				310.00
		FUEL SURCHARGE			22.00 %	1,428.90
		WHARFAGE CHARGE				875.00
		TOTAL CHARGES:				8,798.90

per van →

NOTES: **Price given is per load** Per Greg. 2 loads expected to ship each at 50,000 lbs.

8778 x 2 vans = \$17,576

Green is good! Do your part in saving the environment by accessing documents electronically. Go to <http://www.lynden.com/ez-signup.html> and sign up for EZ Commerce, making it easier to conduct business at your fingertips. You can request pickups, generate shipping documents, track shipments, receive invoices and make payments electronically. Service is free. sign up today!

This estimate has been prepared based on information provided on this date and is valid for 30 days. Charges may differ from those contained herein due to changes in weight, dimensions, description of goods, or requested services. Fuel surcharge is estimated at the level in effect on this date, is subject to change without notice and will be billed at the level in effect in Carrier's published tariff on the date of shipment. All services are subject to the standard terms and conditions of our tariff (available at www.lynden.com/aml100terms.htm) and the bill of lading published therein. Any bill of lading or other shipping document issued shall not be effective to the extent it conflicts with our terms and conditions. By shipping with Alaska Marine Lines, Inc., you are acknowledging acceptance of our terms and conditions.



January 9, 2013

PND 122085

Mr. Greg Indreland
Managing Owner
Yakutat Seafoods
P.O. Box 419
Yakutat, Alaska 99689

Re: Yakutat Seafoods Wash House
Structural Condition Assessment

Dear Mr. Indreland:

Per your request PND has inspected the structural system at the Wash House at the Yakutat Seafood Plant. This letter report includes a description of our inspection, our assessment, recommendations and associated costs.

Inspection and Observations

On January 4, 2013, Mr. Chris Gianotti, P.E. inspected the Wash House including foundation and the plant sewage pump station room. The inspection consisted primarily of visual observations, a limited amount of measurements, digital photographs and probing with a flat tipped screw driver.

The Wash House is a single-story, timber-framed building that is supported on a pile foundation. The framing system consists of creosote timber piles supporting 12x12 creosote-treated, timber-pile caps which support 4x12 creosote-treated, timber floor joists. The joists span approximately 12 feet. The joists support a 1x timber deck.

On the west side of the crawl space is a plywood sheathed foundation wall. The north side of the crawl space has partial height concrete retaining wall over part of its length and a partial timber wall over the remaining part.

The structure above the floor has two parts: a western wing which is 17'-6" x 10'-8" in plan dimension and the eastern wing which is 15'-3" x 19'-9" in plan dimension. In both sections timber-framed stud walls support a roof system that has timber-trusses in the west side of the structure and 4x rafters in the east part of the structures. The structure has a single gable roof the slopes towards the east and west edges.

In the foundation crawl space is a 6' x 6' room that houses the compressor and some controls for the plant sprinkler system. The sprinkler room has plywood sheathed walls and a concrete floor.

The electrical cable and conduit serving the nearby warehouse and dock run through the crawl space.

The sewage pump station room is south of the wash house under the main seafood plant structure. This room has a concrete slab that is supported on timber framing and 8 foot high side walls framed in timber studs and plywood sheathing. Each side wall is approximately 8 feet in length. Timber framed stairs once served to access the room. A fiberglass wet well sits on the slab floor.

Observations made are as follows:

- 1) Timber piles are saturated and have fungus on the surface.
- 2) Timber pile caps have failed in compression and one is cracked vertically. Although the creosote treatment protects the outer surfaces of the timbers the interior are rotten and crumble when probed.
- 3) Floor joists are rotten at supports with significant crushing. Some joists have fungal growths on them.
- 4) Timber floor deck has fungal growth on the underside.
- 5) The ground surface in the crawls space is extremely wet and there is no vapor barrier on it. A foundation drain daylights and empties into the crawl space.
- 6) The east perimeter wall, which is not a retaining wall, is neither weather proof nor draft proof. The crawl space is not heated.
- 7) The retaining wall on the west side of the crawl space is failing. Polyethylene sheeting is containing water and earth that has spilled through the timber wall. The retaining wall on the north side of the crawl space appears to be rotten.
- 8) The compressor in the sprinkler room no longer functions. A small electric heater keeps the space relatively dry.
- 9) The timber supporting the sewage pump room slab is rotten and is failing.
- 10) The sewage pump station room does not appear to be properly vented. Electrical lighting and control systems do not appear to be appropriate for the classified environment.
- 11) The roof framing in the eastern part of the building appears to have significant problems. Locations where stacks or flues penetrated the framing were poorly framed with headers not well connected to rafters. Many rafters have been sistered with 2x material.
- 12) In the western part of the building one truss appears to have been removed and another has been severed so that it is not supported on one end.
- 13) Insulation and vapor barriers at the roof in the western part of the structure appear damaged. It appears the roof has leaked.

- 14) The corrugated metal roofing appears to be beyond its expected life. In places the coatings are depleted and the roofing is corroded. The roofing has been damaged from falling snow and ice off the adjacent building's higher roof.
- 15) Building metal siding is beyond its expected life. It is damaged in many places.
- 16) Grading north and west of the building causes surface water to drain into the crawl space. Maintenance workers have installed a surface drain on the west side of the structure.
- 17) The north edge of the adjacent building abuts the wash house. West of the wash house earth spills into the main building crawl space. This is approximately 6 feet high and 10 feet long.

Assessment and Recommendations

This structure is beyond its useful life. Repairing the many deficiencies will not be cost effective. Total demolition and replacement is recommended. The following recommendations for a replacement building are offered:

- A) Remove all debris from the crawl space.
- B) Install a foundation drain around the new crawl space. The drain should be perforated pipe that is surrounded with drain rock encased in a drainage geotextile. The perforated pipe should be extended to the tidewater east of the Wash House.
- C) Install concrete retaining walls on all sides of the crawl space. The walls should have a waterproofing system (sheets with adhesive applied to the concrete) on the external side.
- D) Install a slab over a relatively thick vapor barrier in the crawl space.
- E) Relocate the sewage pump station room to the north side of the crawl space. Vent the room to the exterior. Replace the relatively small wet well with a larger wet well, sized for the volume of sewage anticipated. Have two pumps with appropriate alarms and level controls.
- F) Install a reinforced concrete floor system consisting of slabs and beams supported on reinforced columns. Install insulation under the slab.
- G) At perimeter walls construct a 3 foot high curb wall to protect the bottom of the wall from snow damage. Snow that falls from the roof accumulates in a pile. Any subsequent snow falling on that pile is diverted toward the building walls. A concrete wall is needed to prevent damage and reduce maintenance costs. The interior of the wall should be furred and insulated. A sealer should be applied to the exterior face of the concrete curb wall.
- H) Construct a timber framed building on the curb wall. The building configuration and dimensions should be appropriate for the intended use. The roof framing should either be very close to the adjacent building roof eave or sized for the impact loads caused by falling snow and ice. If a low roof is planned, protective dunnage should be placed over the roofing. A high roof is preferable. If a high roof option is to be followed a second story space should be considered.
- I) Insulate the walls and have a vapor barrier on the interior face.

Cost Estimate

Demolition costs are estimated to be approximately \$32,000. This includes equipment rental and operation, labor, hauling off site, disposal fees, temporary modification of the water service and relocation of the electrical conduit and cable serving the warehouse.

The direct construction costs for the replacement can be estimated to be approximately \$300 per square foot applied to all floor spaces. A 725 foot print was proposed. Construction of basement, ground floor, and second floor results in a total area of 1,450 square feet with a basement. This is estimated to cost \$435,000. Additional indirect costs including design, permitting, mobilizations should be approximately 25 percent of the direct construction costs. The total budget for the replacement should be approximately \$545,000. This is a rough order magnitude or budget planning estimate. A contingency should be added to it to accommodate uncertainties that may arise during design or construction.

Hopefully, this report suits your needs. If you have questions or need additional information, Please feel free to contact me.

Sincerely,
PND Engineers | Juneau Office



Chris. Gianotti, P.E.
Senior Engineer:

Sincerely,
PND Engineers, Incorporated | Juneau Office



Chris Gianotti, P.E.
Senior Engineer
Enc

Photographs taken during Inspection



Rotten end of floor joist – Note crushing.



Cracked and crushed pile cap



Fungus on pile cap



Crushed joist, fungus on joist and cap



Rotten pile cap penetrated by screwdriver



Exterior of sprinkler riser room



Failed sheathing at sewage pump station room



Sewage pump wet well- note float controls on floor



Foundation drain daylighting into crawl space



Exterior from north side



Exterior from north west



Exterior from north east.



Damaged vapor barrier and insulation



Suspicious roof framing in east portion of roof



Deteriorated siding



Deteriorated roofing east side



Transformer without proper clearance



Electrical boxes



Another view of severed roof truss



Severed roof truss

MEMORANDUM OF AGREEMENT

No. 2512S037

Between

STATE OF ALASKA

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

ALASKA MARINE HIGHWAY SYSTEM

And

CITY OF YAKUTAT

Regarding

USE OF YAKUTAT DOCK

The Alaska Marine Highway System (AMHS) and the City of Yakutat (Owner) enter this Memorandum of Agreement (Agreement) concerning use of the Yakutat dock (Dock) by AMHS' ferry vessels.

RECITALS

WHEREAS, DOT&PF and its marine division, AMHS, is responsible for managing and operating State ferries, AS 44.42.020(a)(7);

WHEREAS, DOT&PF is authorized to enter into agreements with private entities in exercising its powers and duties, AS 44.42.020(a)(6);

WHEREAS, AMHS requires dock access if it is to provide public ferry service to the City of Yakutat, Alaska;

WHEREAS, the City of Yakutat owns and operates the structure commonly referred to as the Dock in Yakutat, Alaska and is agreeable to providing AMHS with priority access to the Dock and adjacent areas;

NOW, THEREFORE, in consideration of the mutual undertakings addressed in this Agreement, AMHS and the City of Yakutat agree as follows:

TERMS OF AGREEMENT

1. **Duration:** The term of this Agreement is five (5) years, commencing on November 1, 2011 and expiring on October 31, 2016.
2. **Termination:** The Owner or AMHS may terminate this Agreement before expiration of the prescribed term, provided it first serves 30-days advance written notice upon the other.
3. **Authorized Dock Use:** The Owner will provide AMHS with priority access to its Yakutat Dock, as well as line handling services:
4. **Cost:** The Owner is providing Dock use and line handling services outlined in this Agreement to AMHS in exchange for AMHS' payment of ONE DOLLAR per year.
5. **Priority Access & Use:** The Owner agrees AMHS vessels have first priority in berthing at the Owner's Dock and in using the adjacent dockside area. AMHS is authorized to use the adjacent dockside area for loading/unloading of its ferries and for other operational needs while the vessel is in port.

- 5.01
6. AMHS Responsibilities: AMHS agrees as follows:
 - (a) It will use the Owner's Dock in a safe and reasonable manner.
 - (b) It will repair Dock damage caused by its negligence.
 - (c) It will not assign the rights arising under this Agreement.
 7. Amendment of Agreement: The parties may not amend or modify this Agreement unless they do so in writing and execute the document through their duly authorized representatives.
 8. Entire Agreement: This document constitutes the parties' entire Agreement. There are no other understandings or agreements between the parties, oral or written, regarding the matters addressed in this Agreement.
 9. Third Parties and Responsibilities for Claims: Nothing in this Agreement may be construed as conferring any legal rights, privileges, or immunities or as imposing any legal duties or obligations on any person or persons other than the parties named in this Agreement.
 10. Joint Agreement: This Agreement has been jointly negotiated and drafted by the parties, and both parties have had the opportunity to consult with legal counsel prior to signature. The Agreement shall not be construed for or against either party.

Dated: _____

Department of Transportation & Public Facilities
Alaska Marine Highway System

By: _____
Capt. John Falvey, General Manager

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2011.

Notary Public in and for Alaska
My commission expires: _____

Dated: _____

City of Yakutat

By: _____

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2011.

Notary Public in and for Alaska
My commission expires: _____

*Assembly Approved Dec 1, 2011
Mailed to not public*