

Agency: Commerce, Community and Economic Development**Grants to Municipalities (AS 37.05.315)****Grant Recipient: Gambell****Federal Tax ID: 920059105****Project Title:****Project Type: Equipment and Materials**

Gambell - Heavy Equipment Purchase

State Funding Requested: \$248,445**House District: 39 / T**

One-Time Need

Brief Project Description:

The City of Gambell's equipment fleet is aging and requires constant maintenance. They lack require equipment to safely and efficiently maintain city operations.

Funding Plan:

Total Project Cost:	\$248,445
Funding Already Secured:	(\$0)
FY2012 State Funding Request:	<u>(\$248,445)</u>
Project Deficit:	\$0

*Funding Details:**No funding history***Detailed Project Description and Justification:**

The City of Gambell's equipment fleet is aging and requires constant maintenance. They lack the necessary equipment to safely and efficiently maintain city operations. This equipment would be used for work on water and sewer upgrades, maintenance, and emergency repairs, snow removal, rental, and for contribution to municipal projects.

Project Timeline:

Expenditures will be completed within FY 2012

Entity Responsible for the Ongoing Operation and Maintenance of this Project:

The City of Gambell

Grant Recipient Contact Information:

Name: Aleen Slwooko
 Title: Mayor
 Address: PO Box 189
 Gambell, Alaska 99742
 Phone Number: (907)985-5112
 Email:

Has this project been through a public review process at the local level and is it a community priority? Yes No

GAMBELL COMMON COUNCIL
CITY OF GAMBELL
PO BOX 189
GAMBELL, AK 99742
(907)985-5112 FAX (907)985-5927
EMAIL: cityofgambell@yahoo.com

RECEIVED

JAN 18 REC'D

January 10, 2011

Alaska State Legislature
Attn: Senator Donald C. Olson
State Capitol, Rm 508
Juneau, AK 99801-1182

Re: Priority List FY 2012

Dear Senator Olson:

Here is hoping that you had a wonderful Christmas and New Year holiday.

This is our legislative grant priority list for FY 2012:

Project Name	Priority	State Funds requested
(1) Volvo Excavator	#1	\$248,445.00
(2) Recreation Hall	#2	\$400,000.00
(3) Renovation – City Hall	#3	\$100,000.00

We would appreciate it very much if you would be able to help us with this. Thank you.

Sincerely,



Allen Siwooko
Mayor

Enc: resolution 11-01; quote for excavator

cc: file



Construction Machinery Industrial, LLC

5400 Homer Drive
 Anchorage, AK 99518
 Ph: (907) 563-3822 • Fx: (907) 563-1381

TO: City Of Gambell
 P.O Box 189
 Gambell, Alaska 99742

PROPOSAL

Proposal No.1377BF

Page 1 of 1

Date: 12/10/10

Issued by: Bill Frishe

ATTENTION: Deborah Apatiki
 Ph: (907) 985-5112
 Fax: (907) 985-5927

We at Construction Machinery are pleased to quote the following equipment for your review.

One (1) each new Volvo EC210CL Hydraulic Excavator equipped as follows;

- Volvo D6E EAE3 diesel engine
- 147 HP @ 1,800 RPM
- Operating weight 51,200 lbs
- 32" Triple grouser shoes
- 18' 8" Boom
- 9' 6" Dipper stick
- Heated operators seat
- Enclosed cab w/heat & AC
- Block heater 120V
- PSM Attachments
 - o 42" HD Dig bucket
 - o 60" Clean-up bucket w/BOE
 - o Hydraulic wedge quick coupler

Purchase price FOB Seattle, WA dockside..... \$199,125.00

Standard machine warranty 1 year or 1,500 hours whichever occurs first.

(Extended warranty available)

Prices are valid for 30 days

Machine availability subject to date of order

Freight from Seattle, WA to Gambell, AK (Estimate)..... \$49,320.00

Construction Machinery factory trained trainer will provide on sight training.

WARRANTIES: Buyer acknowledges that it has examined the merchandise as fully as it desires and that the merchandise is of the size, design, type, and manufacture selected by Buyer. IF THE MERCHANDISE SOLD IS NEW, THE PARTIES AGREE THAT IMPLIED WARRANTIES OF SUCH MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AS WELL AS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE MERCHANDISE SOLD. However, for new merchandise, Seller shall make available to Buyer, to the extent provided by the manufacturer of the merchandise, solely on behalf of the manufacturer, any warranty provided by the manufacturer, which shall be Buyer's sole and exclusive remedy.

For used merchandise, Buyer is purchasing the merchandise AS IS and WITH ALL FAULTS, unless Seller has explicitly written in this document that there is an express warranty for a limited period of time for the replacement of parts that Seller, in its sole judgment, determines to be defective. If seller has explicitly written such an express warranty in this document, the replacement of parts found to be defective during the warranty period shall be Buyer's sole and exclusive remedy. EXCEPT FOR SUCH AN EXPRESS WARRANTY THAT SELLER HAS EXPLICITLY WRITTEN IN THIS DOCUMENT, THERE IS NO WARRANTY OF ANY KIND FOR USED MERCHANDISE, EXPRESS OR IMPLIED AND IN PARTICULAR, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE MERCHANDISE SOLD.

AS TO EITHER NEW OR USED MERCHANDISE SELLER SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FOR PERSONAL INJURY, DEATH, DAMAGE OR DESTRUCTION OF PROPERTY, LOST EARNINGS, LOST PROFITS, ECONOMIC LOSSES, OR OTHER INCIDENTAL OR CONSEQUENTIAL LOSSES.

Persons signing below for buyer certifies they are authorized representatives of buyer and that they have read and understand the FRONT AND BACK of this document.

Construction Machinery Industrial, LLC

Accepted by:

By _____

Title _____

Title Equipment Sales / Rentals _____

Date _____

TERMS AND CONDITIONS

PRICES: This quotation is based on current selling prices FOB point of shipment indicated for merchandise specified. If United States inland freight, ocean freight, marine insurance or other forwarding charges are included they are estimated without obligation to Seller. Any increase in such selling prices, freight charges, ocean insurance or other forwarding charges, and/or applicable United States or foreign taxes, duties or other levies, which are imposed subsequent to the date of this quotation or pro-forma invoice and/or in effect at the time of shipment, all such increases are for the purchaser's account. Stenographical and clerical errors are subject to correction.

ACCEPTANCE OF ORDER: The Purchaser's order for merchandise covered by this quotation shall not become effective until accepted in writing by an officer of the Seller. Until such acceptance by Seller, this quotation is subject to change or withdrawal without prior notice.

TAXES AND DUTIES: Any taxes or other charges which the Seller may be required to pay under any existing or future laws, upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the materials covered hereby, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of the Purchaser who shall promptly pay the amount thereof to the Seller upon demand.

PAYMENT: All prices quoted are payable in United State Dollars, unless other currencies are specifically stated on reverse side of this document, with all letter of credit charges and/or other bank charges for Purchaser's account.

SHIPPING SCHEDULES: Shipping schedules are made in good faith, are approximate only, and are based upon prompt receipt of all necessary order information.

FORCE MAJEURE – INABILITY TO PERFORM: The Seller shall not be liable for any loss, damage, delay, necessary substitution of materials, or default in the manufacture or delivery of the articles ordered resulting from causes beyond its reasonable control, or resulting from causes beyond the control of its supplier or manufacturer with whom it contracts to cover this sale, or the manufacturer who is to furnish these goods, preventing or interfering with Seller making delivery, including, but not limited to, strikes, lockouts, differences with workmen, fire, wars, acts of God, or of the public enemy, insurrection, riot, freight embargoes, lack or shortage of, or delays caused by, transportation facilities, acts of Purchaser, labor shortages, or acts of foreign or local government or military authorities pertaining but not limited to, preferences priorities, allocation on orders or production, labor or supply permits, nor in any event for consequential damages.

CANCELLATION: The Seller reserves the right to cancel any order, without liability, if due to causes or conditions excusable under the Force Majeure – Inability to Perform clause, the time of delivery is extended more than six months beyond the estimated delivery dates originally quoted. The Purchaser may cancel an order, if such cancellation is agreed to in writing by the Seller and upon payment for all merchandise already shipped and any cancellation charges as to undelivered merchandise imposed upon the Seller by manufacturers or suppliers of the merchandise.

WARRANTIES: BUYER ACKNOWLEDGES THAT HE HAS INSPECTED THE EQUIPMENT AND THAT IT IS OF THE SIZE, DESIGN, TYPE AND MANUFACTURE SELECTED BY THE BUYER. THE EQUIPMENT IS SOLD AS IS, WHERE IS. SELLER MAKES NO EXPRESSED OR IMPLIED WARRANTY, INCLUDING THAT OF MERCHANT ABILITY OR FITNESS FOR PARTICULAR USE AS TO THE EQUIPMENT. PROVIDED, HOWEVER, THAT SELLER SHALL MAKE AVAILABLE TO BUYER, TO THE EXTENT PROVIDED BY THE MANUFACTURER OF THE EQUIPMENT, SOLELY ON BEHALF OF THE MANUFACTURER, ANY WARRANTY PROVIDED BY THE MANUFACTURER. IN THE CASE OF USED EQUIPMENT, SELLER, AT ITS SOLE OPTION, MAY PROVIDE ON THE REVERSE SIDE HEREOF AN EXPRESSED WARRANTY LIMITED TO REPLACEMENT OF PARTS WHICH SELLER, IN ITS SOLE JUDGEMENT, DETERMINES TO BE DEFECTIVE. SUCH WARRANTY SHALL BE LIMITED TO THE PERIOD SPECIFIED THEREIN.

In the event the equipment fails to fulfill the warranty or warranties as provided herein, Seller's liability shall be limited to that provided in such warranty or warranties. In no event shall Seller be liable for any incidental or consequential damages or for loss or damages caused by the improper operation of the equipment or by the maintenance or improper mechanical adjustment of the equipment after delivery.

Buyer hereby assumes liability for and agrees to defend and save Seller harmless from any and all claims of liability, proposal loss or damage arising out of Buyer's operation, use or possession of the equipment, including, but not limited to, any claims for property damage or personal injury.

PURCHASE ORDER: If this quotation is accepted and Buyer's purchase order form is used for that purpose, it is expressly agreed that the terms and conditions herein set forth shall prevail insofar as the same may in any way conflict with the terms and conditions of such purchase order form, and by the issuance of such order by Buyer shall be deemed to have agreed to the foregoing.

CONTRACT TERMS AND CONDITIONS: The terms and conditions set forth above and elsewhere as part of this quotation shall, when accepted by the Purchaser through submission of his order and by the Seller, constitute the entire agreement between the parties and no modification or alterations thereof shall be valid or effective unless embodied in a written proposal executed by duly authorized representatives of both parties. All the stipulations, agreements and conditions contained in this contract are to apply to and bind the heirs, executors, administrators and/or successors and assigns of the respective parties hereto. If any of the provisions of this contract shall be declared ineffective and void by the court, the remaining provisions shall not be affected thereby and shall continue in full force and effect. This agreement is governed by the laws of the Seller's chief place of business and the venue for any action hereunder shall be in the locality of the Seller's chief place of business.

Signature _____

GAMBELL COMMON COUNCIL
PO BOX 189
GAMBELL, AK 99742
Resolution #11-01

A RESOLUTION PRIORITIZING CAPITAL PROJECTS IN THE COMMUNITY FOR SUBMISSION TO THE STATE OF ALASKA FOR FY 2012 FUNDING UNDER THE DESIGNATED LEGISLATIVE (CAPITAL) GRANT PROGRAM.

WHEREAS; The City of Gambell is eligible for a grant allocations for the State Fiscal Year FY 2012 as set out; and

WHEREAS: The Gambell Common Council is the governing body for the City of Gambell; and

WHEREAS; The Gambell Common council desires to provide adequate services and facilities for the safety and well-being of the residents of Gambell;

WHEREAS; The Gambell Common council seeks funding from the Legislature for prioritized, capital projects under the Designated Legislative (Capital) Grant in the FY 2012 Capital Budget;


NOW THEREFORE BE IT RESOLVED that the Gambell Common Council hereby request the Governor and Legislature \$748,455 through the Designated Legislative Grant Program for the prioritized capital project identified below:

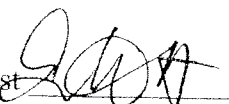
<u>Project Name</u>	<u>Priority</u>	<u>State Funds Requested</u>
Volvo Excavator	#1	\$248,445.00
Recreation Hall	#2	\$400,000.00
Renovation – City Hall	#3	\$100,000.00

BE IT FURTHER RESOLVED that the Gambell Common Council will cooperate with the provisions of needed agreements entered into between the Common council and the Department of commerce, Community, and Economic Development (DCCED), and that said provisions will be dully carried out:

PASS AND APPROVED BY THE GAMBELL COMMON COUNCIL ON December 15, 2010.

IN WITNESS THERETO:

By:  Allen Slwooko, Mayor

Attest  Erika Apatiki, Secretary

Gambell Common Council
City of Gambell
PO Box 189
Gambell, AK 99742

February 24, 2011

Representative Neal Foster
State Capitol, RM 410
Juneau, AK 99801

Dear Representative Foster:

With the Excavator we hope to enhance our economic development for the City of Gambell. We rent out our equipment to other organizations for snow removal, and other construction work. It will also aid in our efforts to get grants from the state for our water and sewer projects. Also for the safety of the community in digging ways of escape from the forces of weather. The Excavator that we have now barely works, it is so old that we cannot get parts for it anymore, parts are not manufactured anymore.

Sincerely,



Jordan James,
Vice Mayor City of Gambell

cc: file