



ALASKA MARINE LINES, INC.
5615 W. Marginal Way S.W.
Seattle, WA 98124
(800) 950-4265

TRANSPORTATION AGREEMENT (MOTOR-WATER CARRIER) 2025-146

- Basic Agreement:** Alaska Marine Lines, Inc. (Carrier) and City of Kotzebue (Shipper) agree to the rates and terms of service set forth on Attachment(s) A and B hereto, and pursuant to 49 U.S.C. § 14101 (b) expressly waive any other rates and terms of service (including rights and remedies) which may be to the contrary.
- Authority:** The individual executing this agreement for Shipper represents and warrants that he/she is authorized to execute this agreement for Shipper as well as the owner, consignee and all other persons/entities claiming by, through or with respect to the goods.
- Governing Law:** This agreement shall be governed by the general maritime law of the United States to the extent applicable and otherwise by the laws of the state of Washington. The parties submit to the exclusive jurisdiction of the U.S. District Court located in Seattle, Washington with respect to any litigation arising out of this agreement, with the substantially prevailing party entitled to recover its reasonable legal fees and costs.
- Execution:** This agreement is not effective unless it is signed by both parties. This agreement may be executed in counterparts; either by facsimile or original signature, with each counterpart deemed an original and all counterparts constituting the same agreement whether or not the signatures of both parties appear on any single counterpart.
- Integration:** Attachment(s) A and B as well as Carrier's Surface Transportation Board tariff (available at www.lynden.com/aml/100terms.htm) and the bill of lading published therein, which shall be deemed to have been issued, are fully incorporated into this agreement by reference; in the event of any conflict, the terms and conditions of this agreement and Attachment(s) A and B shall prevail over those of Carrier's tariff or bill of lading. This constitutes the entire agreement between the parties, and shall supersede all previous and contemporaneous communications or agreements whether oral or written. No modification of this agreement shall be effective unless signed by both parties.
- Assignment:** Neither party may assign this Contract, or any right hereunder, without the consent of the other party. Such consent may be withheld at the sole discretion of the non-assigning party.
- Method of Payment:** The rates and terms of service contained herein are specifically negotiated to include payment by ACH, wire transfer or check only. Credit card payment will not be accepted. When shipper requires that Carrier utilize a third party payment service for billing or collecting payment, Carrier will bill and Shipper will pay any and all fees as well as the charges for Carrier's data entry services as listed in AKMR 100, series, Item 895. Unless otherwise specified in this agreement, credit terms are as published in AKMR 100, series, item 720.
- Confidentiality:** Parties agree that the rates and terms agreed to in this contract are confidential and shall not be divulged to outside parties.
- Electronic Storage:** The parties intend to allow for the electronic imaging and storage of this agreement, and the admissibility into evidence of such an image in lieu of the original paper version of this agreement. The parties stipulate that any computer printout of any such image of this Agreement shall be considered to be an "original" under the applicable court or arbitral rules of evidence when maintained in the normal course of business and shall be admissible as between the parties to the same extent and under the same conditions as other business records maintained in paper or hard copy form. The parties agree not to contest, in any proceeding involving the parties in any judicial or other forum, the admissibility, validity, or enforceability of any image of this agreement because of the fact that such image was stored or handled in electronic form.

Dated this 2nd of January 2025

Carrier:

ALASKA MARINE LINES, INC.

Authorized Signature

Margretta Grace - Director of Pricing

Printed Name and Title

Shipper:

City of Kotzebue

Authorized Signature

Russ Ferguson - Acting City Manager

Printed Name and Title



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TRANSPORTATION AGREEMENT 2025-146, ATTACHMENT A
Rates and terms of service

ACCOUNT: **City of Kotzebue**

PORT OF LOADING: SEA/ANC

PORT OF DISCHARGE:

KOT

COMMODITY

RATE

BEER & WINE

LCL	53.29
LCL (Min. 10,000 Lbs.)	42.25
20' Shipper Load & Count Container (Min. 40,000 lbs)	31.27

LIQUOR

LCL	53.29
LCL (Min. 10,000 Lbs.)	42.25
20' Shipper Load & Count Container (Min. 40,000 lbs)	31.27

AGREEMENT TERMS

- NOTE 1. APPLICATION OF RATES. Unless otherwise specified, rates are in dollars and cents per one hundred pounds (cwt), subject to minimum weight as shown.
- NOTE 2. CONSOLIDATION. Except as otherwise specified in this Agreement, rates do not include consolidation services. Upon request, consolidation can be provided as follows:
- | | | |
|----------------|------------------|-----------------|
| <u>EQ Size</u> | <u>Container</u> | <u>Platform</u> |
| 20' | \$401.00 | \$583.00 |
- Rates are subject to an additional per bill of lading charge of \$38.00.
- NOTE 4. FUEL RELATED SURCHARGE. Rates are subject to the Ocean (FRSC) and Inland (IFSC) Fuel Related Surcharges in effect in Carrier's Surface Transportation Board tariff on date of shipment.
- NOTE 5. GENERAL RATE INCREASE. Except as otherwise noted, the rates and charges agreed to in this contract shall be protected from any General Rate Increase for the duration of the contract term.
- NOTE 6. GOODS NOT COVERED. Please contact your salesperson for a quote on commodities and/or ports not shown in this Agreement.
- NOTE 7. LOSS/DAMAGE TO GOODS. Carrier's liability shall be limited as outlined in Alaska Marine Lines' STB AKMR RULES TARIFF 100, series (available online at www.lynden.com); cargo valued at \$75,000 or greater will be assessed an additional charge of 2% of the total value as declared on the bill of lading.
- NOTE 8. PACKAGING. Material must be packaged in accordance with Carrier's packaging specifications. Carrier's packaging specifications are required for Carrier handling purposes only, and do not warrant protection of the product from damage due to insufficient packaging or the inherent nature of the product. Shipper is required to package sufficiently to protect cargo for open ocean transport on the deck of Carrier's marine equipment
- NOTE 9. PAYMENT. Subject to approval of credit, full payment must be made within 30 days from the date of the Carrier's invoice, unless other arrangements have been made.
- NOTE 10. SCOPE of SERVICE. Rates are dock to dock only. Upon request, Carrier will provide trucking services as per charges listed in Carrier's applicable tariff(s).
- NOTE 11. TERM. The term begins on January 1, 2025 and terminates October 31, 2025.
- NOTE 12. TRANSFER of LADING. Rates denoted with (T) include transfer of lading only for cargo suitable for direct transfer to or from Carrier's equipment by forklift. Shipments requiring sorting, segregation, banding or unitizing shall be subject to charges set forth in Carrier's tariff. Carrier will transfer cargo in a manner which will utilize equipment weight and volume capacity in a reasonably efficient manner, but will not be responsible for the inability to meet any specified weight expectations per container or platform. Transfer for all other cargo will be rated as follows; rates are per piece of equipment and are not subject to fuel surcharge.

TRANSPORTATION AGREEMENT 2025-146, ATTACHMENT A

Rates and terms of service

AGREEMENT TERMS

<u>EQ size</u>	<u>Container</u>	<u>Platform</u>
20'	\$313.00	\$457.00

NOTE 14. VOLUME. Shipper agrees that the rates, terms and conditions set forth in this agreement are predicated upon shipping one hundred percent (100%) of its barge cargo with Carrier.

NOTE 15. WHARFAGE and HANDLING. Except as otherwise provided, rates include Alaska wharfage and handling charges. Provided, any increase in expense implemented by an Alaska port authority and levied against certain cargoes after the beginning term of this Agreement shall be passed onto Shipper as an additional charge.



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TRANSPORTATION AGREEMENT 2025-146, ATTACHMENT B
Rates and terms of service

ACCOUNT: **City of Kotzebue**

Equipment Demurrage Rates

Carrier's equipment must be empty and returned to Carrier within the allotted free days, including Saturdays, Sundays and holidays.

Ports:	Containers & Platforms	Chassis
Bethel, Dillingham, Kotzebue, Naknek & Nome:	30 days	48 hours
All other Western Alaska ports:	45 days	48 hours
Seattle:	10 days	10 days

Free time begins on the first 7:00 AM after barge arrival at the destination port.

Demurrage charges for detained equipment will be charged according to the charges named below and shall accrue continuously until the equipment is returned. Following the initial removal of the equipment from Carrier's possession, the Consignee and Bill-To-Party shall be jointly and severally liable and responsible for maintaining the possession and condition of the equipment until returned to Carrier. Rates are for equipment use only and do not provide for storage at Carrier's terminals.

Type	Length	Type	Rate per Day
Container	20'	Dry	\$10.00
	24'	Dry	\$12.00
	40'	Dry	\$13.00
	20'	Half-high	\$29.00
	20'	Reefer	\$45.00
	40'	Reefer	\$45.00
Platform / Post Platform	20'	Platform	\$10.00
	24'	Platform	\$12.00
	40'	Platform	\$13.00
Tank	20'	ISO/IMO Tank	\$57.00
	20'	Bulk Pneumatic	\$57.00
Chassis	20', 24', 40'	2, 3 Axle	\$17.00
	20', 24', 40'	4 Axle	\$34.00
	20', 24', 40'	5 Axle	\$49.00