

December 2, 2024

City of Kotzebue 258A Third Avenue PO Box 46 Kotzebue, Alaska 99752

Subject: Water Treatment Plant Filtration System Upgrade Design/Build Project

Dear Members of the Selection Committee:

The Kotzebue Water Treatment Plant (WTP) was an important project for the community, but its current filtration system is not keeping up with springtime water conditions. To support the fluctuations in water quality, the City of Kotzebue (City) is seeking a design/build team to get an upgraded system in place by Spring 2025. Having drinkable water is an important part of any community, and the City's prioritization of this project is admirable.

As firms whose employees work and reside in Kotzebue, Drake Construction Inc. (Drake) and DOWL are eager to team up to help the City solve this issue. Proposed Construction Project Manager Daniel Paajanen has worked in Kotzebue for more than 20 years and is intimately familiar with the City's infrastructure. Design Manager Chris Maus, PE brings vital experience in Kotzebue's water systems, while Senior Water Treatment Process Engineer Stephan Bradley offers 30+ years of expertise in membrane filtration and has been key in past WTP projects.

The Drake/DOWL team brings the following key benefits to the WTP project:

- ▶ Successful Project Management Team. The Drake/DOWL team has already been involved in the WTP and has specific understanding of this project and the system's challenges. Because of this, we can pick up where the WTP design project left off and develop solutions more quickly than another firm could.
- ▶ Understanding of the Project. Both Drake and DOWL have been involved with the water plant construction as subcontractors and subconsultants. Stephan was on-site multiple times for troubleshooting and commissioning. DOWL did not design the treatment process, but is intimately familiar with it. This team deeply understands why this project is important as many of our team members have seen first-hand the springtime water quality issues that this project seeks to correct.
- ▶ Familiarity with the Community. Previous project work in Kotzebue has given our team the opportunity to build rapport with the City's staff, and the residents and stakeholders who will be impacted by this project. Our established relationships will support efficient communications that will help resolve issues in the field to keep the project moving with minimal disruption to City staff.

The Drake/DOWL team is committed to the City of Kotzebue. Simply put, we would not propose on this contract if we did not believe we were the best team to help the City out of this challenging situation. We are excited to bring our team's dedication and expertise to improve the health and livelihoods of the residents of Kotzebue.

I am authorized to bind the firm to this contract and will be the primary point of contact should you choose to select the Drake/DOWL team for this important project. We look forward to working with you!

Sincerely,

**Toby Drake** 

President/Owner 907.442.3512

tdrake@drakeconstruction.net

**Daniel Paaianen** 

Project Manager 907.442.3512

dpaajanen@drakeconstruction.net

#### 1. TECHNICAL APPROACH

The Drake/DOWL team is keenly aware of the importance of this project for the City of Kotzebue (City). We must quickly come to a solution that can also be implemented quickly. We are also aware of significant planning that has occurred with the City's previous contractor and engineering firm. Our approach will be to build on what has been done and to make decisions swiftly to get to construction.

#### **Kickoff**

The project will begin with a Drake/DOWL kick-off meeting in Kotzebue as soon as Notice to Proceed (NTP) is granted. The team will discuss the following:

- ► Current plant performance with Iron (Fe) and Manganese (Mn) removal
- Current plant performance for disinfection by-products (DBP) removal
- Available space within the existing plant

This team, which is further discussed in 2. Experience and Qualifications, will consist of the following: Dan Paajenan (Drake), Michael Peters (Drake), Stephan Bradley (DOWL), Chris Maus (DOWL), and Brita Mjos (DOWL). Additional staffing resources can be added as project capacity or expertise requires.

#### **Alternatives Evaluation**

There are at least three options for major improvements that could stop the issues arising from elevated Mn and Fe levels in the source water:

- 1. Additional Contact Tank to increase contact time for removal mechanisms
- 2. Media Pre-filtration System ahead of existing ultrafiltration (UF) and nanofiltration (NF) modules, using either greensand or pyrolucite
- 3. Dissolved Air Flotation System before the existing contact
- 4. Addition of Media Polishing Filters

A preliminary assessment of these alternatives is shown in **Table** 1 below. Our team also recognizes the best solution, if funding allows, will be to implement a combination of the alternatives.

Each of these three alternatives require further evaluation for:

- Compatibility with the existing plant
- Speed of procurement and installation
- ► Effectiveness in removing Fe and Mn, and DBP precursors
- Design and construction costs

This evaluation will lead to a recommendation for procuring one of these systems. Once the preferred alternative is selected, procurement will commence immediately as subsequent steps are undertaken.

#### **Design of Selected Alternative**

Regardless of which alternative is selected, it is critical to begin the major treatment equipment procurement while the process design proceeds. Our preliminary research indicates that some of the potential alternatives (such as the filter vessels) are available and could ship quickly.

Our team will develop design documents showing how the selected alternative will be placed inside the existing plant. These drawings would include process flow diagrams and equipment general arrangements. Preliminary research indicates that Alternatives 1, 2, and 4 could all be completed for less than \$1 million each, so completing two of these alternatives is a possibility.

Our team includes TecPro (a division of Koniag) for system controls. Regardless of the preferred alternative, a controls component will be required. TecPro is the best fit for automating valves and level sensors, and integrating the systems into the plant SCADA, having done all of the automation and integration of the City's existing SCADA system.

#### **Procurement of Ancillary Equipment**

Following the design of the systems, the Drake/DOWL team will procure the piping and fittings for the selected alternative. The Drake/DOWL team is the only team that will be able to organize winter mobilization of this equipment. Drake will receive and organize incoming shipments at their facilities in Kotzebue, avoiding storage of the equipment at the already-cramped facility.

#### Installation and Implementation of Selected **Alternative**

Installation and implementation is completely dependent on the availability of products, but our team will be ready to install them when they arrive. Physical installation will only take a few weeks once all products are on-hand.

Once the system is installed, the Drake/DOWL team will be on-site for a system commissioning. This on-site commissioning will include Drake, DOWL, TecPro, and equipment (filters, Dissolved Air Flotation System tank, etc.) manufacturers.

Having all players work together during commissioning is essential for imparting full system knowledge to the operators. This approach excludes pilot testing, which is usually necessary to validate the technology. Due to time constraints, we will instead test worst-case scenarios for Fe and Mn levels, increasing them by an agreed-upon safety factor.



OPTIONS	1. Additional Contact Tank	2. Addition of Media Pre-Filtration System	3. Dissolved Air Flotation System	4. Addition of Media Polishing Filters
Technical Specifications	Min. 18,000 gal. nominal tank (materials TBD).	Ion exchange resin customized for raw water quality, minimum three FRP pressure vessels.	Custom designed aluminum or stainless steel rectangular tanks, blowers, and accessories.	Greensand or ion exchange resin targeting specific remaining contaminants after the NF membrane stage. Minimum three FRP pressure vessels.
Advantages	<ul> <li>Does not increase process complexity</li> <li>Lower cost compared to other alternatives</li> <li>Can be rapidly deployed</li> </ul>	<ul> <li>Would provide protection for the valuable membranes</li> <li>Would physically remove other contaminants</li> <li>ATEC indicates they have vessels ready to ship</li> </ul>	<ul> <li>Original concept was developed during plant design</li> <li>Would provide protection from future algal blooms</li> <li>Would provide additional oxidation and contact time</li> <li>Allows for skimming of floatable organics and some clarification / solids settling</li> <li>Good at reducing foulants that negatively impact UF Membrane, potentially providing significant performance increase in UF stage</li> </ul>	<ul> <li>Original concept was developed during plant design</li> <li>Located in "cleanest" water available, thus minimizing load on new resin / Greensand</li> <li>Allows targeting of specific contaminants not addressed elsewhere in the treatment scheme</li> </ul>
Disadvantages	<ul> <li>Would add significant volume of cold water storage inside plant</li> <li>Tank would likely need to be assembled on-site to fit inside the plant</li> </ul>	<ul> <li>Increased backwash</li> <li>Additional automation</li> <li>Additional headloss for feed pumps</li> <li>Requires modified oxidation strategy</li> </ul>	<ul> <li>Initial research indicates a Dissolved Air Flotation system would have to be custom designed and fabricated for this plant</li> <li>Possibly require use of space in chemical storage area</li> <li>Additional automation required</li> </ul>	<ul> <li>Increased backwash water volume</li> <li>Additional automation required</li> <li>Additional power required for headloss</li> </ul>

#### 2. EXPERIENCE AND QUALIFICATIONS

Drake is a general contracting firm with over 40 years' experience in all phases of construction including civil, underground utility, commercial building, pile foundations, demolition, aggregate mining operations and barging. Our company has been serving the City since 1982, and has worked with the City to build multiple water and wastewater projects. We deeply value the long-standing, positive relationship with the City.

Drake P.O. Box 338 Kotzebue, AK 99752 907.442.3512

DOWL has been providing services to communities across Alaska for 62 years. Our company was started in a garage in Anchorage and has since grown to comprise more than 530 employees across seven western US states, including 131 employees in our three Alaska offices. Our Anchorage office remains the firm's largest, and we have many long-term employees who will be committed to this project.

**DOWL** 5015 Business Park Blvd., Suite 4000 Anchorage, AK 99503 907.562.2000



#### **Proposed Staff Experience**

Drake/DOWL has meticulously selected members based on their expertise and capability to efficiently execute the WTP Filtration System project. Our proposed staff are prepared to commence work immediately, identify the appropriate solutions, and implement them promptly.

Figure 1: Organizational Chart

CITY OF KOTZEBUE **Russell Ferguson** 

CONSTRUCTION PM **Daniel Paajanen** 

DESIGN PM Chris Maus, PE CE-156282-AK

Dustin Wheeler, PE CE-54451-MT

SUPERINTENDENT

Tim Kurka

MODELING

MECHANICAL MANAGER

Jeff Nagle

CIVIL ENGINEERING Brita Mjos, PE CE-214603-AK

TREATMENT PROCESS

SYSTEM CONTROLS **TecPro** 

Stephan Bradley, PE CE-12444-AK

Table 2: Proposed Staff

#### **QUALIFICATIONS** STAFF | ROLE Daniel has been working on Kotzebue projects with Drake since 2001. He is a lifelong Alaskan and a project manager with 27 years of experience designing, surveying, and constructing water distribution and wastewater collection systems, as well as a a wide variety of infrastructure projects in Arctic regions of Alaska. Right out of school, Daniel worked for the City in the Capital Project Department where he learned about designing, building, and maintaining infrastructure in Arctic regions. He was also involved in grant **Daniel Paajanen** writing and interacting with funding agencies. **Construction Project Manager** Tim has 30 years of construction experience. He started with Drake in 2006 and has extensive experience in residential and commercial water and sewers services and mains, as well as lift stations and industrial piping. He has been involved in all phases of construction, including excavation, foundation, rough carpentry, mechanical and finish carpentry, as well as welding. Tim has completed past projects inside of the former WTP and current water storage tanks. Tim also has experience with construction survey and **Tim Kurka** project administration. Superintendent Jeff is a fully licensed mechanical journeyman with over 20 years of experience. Jeff's vast knowledge of rural Alaska and the importance logistics plays is valuable to the team. Jeff has completed several rural projects including Red Dog Camp remodel, Nome Wellness Training Center, as well as over 600 heating systems installed throughout the Bering Straits and Northwest Arctic Borough in the last 10 years. **Jeff Nagle Mechanical Manager**



#### STAFF | ROLE

#### **QUALIFICATIONS**



**Chris Maus, PE** Design Project Manager

Chris brings more than 11 years of experience in rural water and wastewater, including the planning, analysis, and design of public, private, and tribal water/sewer systems. He specializes in water/sewer conveyance systems. He has experience in projects spanning the entire water and sewer lifecycle, including intakes, treatment plants, storage facilities and distribution, collection, treatment, and discharge. In addition to design work, he has authored various technical documents, and spent months in the field as an inspector, surveyor assistant, and owner's representative.

Chris was the lead project engineer on the ANTHC Kotzebue Lift Stations 1 and 7 Replacement project and was a technical reference for multiple recent ANTHC First Service water/sewer preliminary engineering reports (PER). He performed a quality control review on the Kotzebue Caribou and Turf Water Main Project. He is currently the lead project engineer on the Tanacross Sewer System Improvements and Tyonek Indian Creek Water System Replacement projects. Chris will bring his understanding of Kotzebue's climate, culture, and local construction challenges along with his good relationship with the public works department to the project team.



Stephan Bradley, PE Treatment Process Technical Services Lead

With more than 30 years of experience, Stephan is a senior water treatment process engineer who provides high-quality management and design consulting services, resulting in award-winning water and wastewater treatment plant projects. Stephan's chemical engineering expertise focuses on membrane filtration systems for municipal and industrial water treatment facilities and has extensive experience in water chemistry related to chemical pretreatment, flocculant size optimization, clarification, filtration, controls system design, and DBP reduction. Stephan has provided treatment alternative analysis for Alaska Native Tribal Health Consortium (ANTHC) projects throughout Northwest Alaska as well as detailed design, commissioning, and start-up assistance for WTPs in Kotzebue, Bethel, Wrangell, Ketchikan, and Thorne Bay. His unique experience in systems design using packaged treatment equipment provides for reduced construction and commissioning costs.



Brita Mjos, PE **Design and Project Administration** 

Brita's experience encompasses designing water distribution and sewer collection systems, modeling infrastructure capacity and buildouts, meeting one-on-one with project stakeholders, and conducting construction inspection and administration on projects across Alaska. In Kotzebue, she has worked on several piped water and sewer projects, including the Caribou and Turf Street Water Improvements, the Kotzebue Sanitation Utilities Master Plan, and the Kotzebue Sewer Collection Improvements. Her familiarity with Northwest Alaska and commitment to community- and climateappropriate solutions enhance her contributions. Additionally, Brita has been involved in the Bethel water distribution projects, showcasing her broad experience and dedication to high-quality infrastructure solutions. Brita was also involved in the administration of the initial WTP contracts, and is familiar with the initial water plant design and specifications.

#### **Project Experience**

Drake has been and will be a major part of the City's development. We have been available to help the City during emergency situations such as during the major freeze-up on Swan Lake Loop early in 2024. Specific capital projects on which Drake provided services include the following:

- ▶ Lift Station 2, 3, 5, 6, 8, 1, and 7
- Replacements
- Water Plant foundation and civil work (as a subcontractor)

Drake has also worked on many projects in Kotzebue and around the region for Fish and Wildlife Service, Alaska Airlines, Alaska Technical Center, and State of Alaska Department of Transportation.

#### Kotzebue WTP, Kotzebue, Alaska

DOWL and Drake have both been involved with construction and Uptown, Front, and a portion of Swan Lake Loop Water Main design of the existing WTP as subconsultants and subcontractors. While we did not design and build the treatment process, our team is intimately familiar with the treatment plant. DOWL



provided environmental permitting, survey, civil site design, and administered the construction contract through a contract directly with the City. Drake constructed the pad and foundation and was involved with much of the civil work. When the water plant was starting up and having significant issues, DOWL deployed Stephan Bradley three times as a subconsultant to the previous design firm to assist with start-up issues. TecPro provided all of the control and automation and is the only firm that can build on the systems without significant re-work. While our team is not responsible for the existing treatment deficiencies, we understand the plant and are ready to begin improvements on it.

#### Kotzebue Lift Stations 1 and 7, Kotzebue, Alaska

This project was led by DOWL and Drake. TecPro was also involved with the installation of the controls systems and integrating these two lift stations into the City's SCADA system. This project replaced the City's two terminal lift stations and has been successfully operating for about one year. In contrast to the water plant, this project had designated training and start-up services. This lift station project serves as a model for this exact team's services (Drake/DOWL/TecPro) and how we will deploy them on the WTP filtration system upgrades.

#### Bethel WTP Projects, Bethel, Alaska

DOWL has completed several WTP projects for the City of Bethel. For the Institutional Corridor Piped Water System project, DOWL provided geotechnical, survey, permitting, design, and procurement services for 7,000 feet of above-ground circulating water main. The team modeled the existing distribution system to find ways to combine loops to save thousands of feet of new main. DOWL provided planning, design, and construction administration for this project.

In addition, DOWL provided bid support and construction administration for replacement of the filter media and associated parts at the City Sub and Bethel Heights WTPs. We worked with the filter vendor to develop the bid package for this maintenance project. Overall, the project finished on time and under budget.

#### Thorne Bay Water and Wastewater Treatment Plant, Thorne Bay, Alaska

The City of Thorne Bay operated a WTP not capable of producing drinking water that was compliant with all State and federal drinking water regulations because the current filtration plant was performing at or near its capability for removing DBPs precursors and was not able to maintain DBP levels in the distribution system below regulatory limits. DOWL completed a PER, jar testing study, and design analysis report in support of a grant application which was funded at just over \$1M to add a new nano-filtration system to remove additional total organic carbon (TOC) from the filtered water prior to chlorination. The system includes a completely new programmable logic controller (PLC) and SCADA system to integrate the existing and new filtration steps into a completely automated plant with remote monitoring capabilities.

#### 3. EQUIPMENT MOBILIZATION

The Drake/DOWL team is the only contractor team readily available to receive equipment and materials in Kotzebue when they arrive in winter. Our team will not need to store incoming materials at the water plant until we are ready to construct. Drake has the necessary equipment standing by to receive all incoming project materials in Kotzebue and place them in our warehouse for storage and management:

- ► Low boy semi trailer and tractor
- ► Forklifts and telehandlers
- Front end loader with loading forks
- ▶ Warehouse space
- ▶ Office space for management of incoming shipments

Furthermore, the Drake/DOWL team has working relationships with all of the air carriers in Kotzebue and can work with them on short-term storage if needed.

#### 4. COST

#### **Cost Proposal**

The Drake/DOWL team's standard rates are included as an appendix to this proposal.

#### 5. PROJECT TIMELINE

Our team understands the existing project budget and our approach will be to do as much as we can as guickly as we can with available funding. While the arrangement of the preferred alternative is not yet set, we know the ideal solution will be a mix of the above-mentioned options. Ideally, we would be able to increase the oxidation time and offer pre-filtration.

Initial conversations with filter manufacturers indicate that filter vessels could be ready to ship, but initial conversations with tank suppliers indicate that any tank would have to be made to order.

While we understand the critical need for the work to be done quickly, the Spring 2025 construction timeline will be a significant challenge. This compressed schedule does not allow for any sort of pilot testing of the preferred alternative. Upon initiation of the construction contract, the City and this team will need to discuss balancing the risk of fast deployment with no pilot testing and the current status of Mn levels. This team has the ability to install pilot systems if the City feels this is the best long-term approach.

The project timeline below assumes that no pilot testing would be included.

- ► Following NTP: Kickoff
- ▶ Weeks 2-4 after kickoff: Alternatives Evaluation
- ▶ Weeks 5-8 after kickoff: Design of Selected Alternative
- Weeks 9-12 after kickoff: Procurement of Ancillary Equipment
- ▶ Weeks 13+: Installation and Implementation of Selected Alternative

If pilot testing were allowed, it would begin around week 8, which would allow pilot testing through the worst water quality of the year (April-May). In this scenario, the installation and implementation would be pushed back many months but the confidence in the preferred alternative would increase.



Our team understands the importance of completing as much of this upgrade as possible as soon as possible with available funding, but following the NTP and some initial due diligence, it is in the City's best interest to consider how these systems will be deployed.

#### 6. REFERENCES

#### **Russ Ferguson:**

City of Kotzebue, 907.412.3656, rferguson@kotzebue.org

- ► On-Call Engineering Term Contract (ongoing)
- ► Kotzebue WTP (2024)

#### **Elizabeth Hodges:**

ANTHC, 907.729.4022, ehodges@anthc.org

▶ Lift Stations 1 and 7 (2024)

#### **Neil Strandberg:**

State of Alaska Department of Transportation and Public Facilities, 907. 304.2394, neil.strandberg@alaska.gov

- ▶ White Mountain and Holy Cross Runway Rehabs (2021)
- Kotzebue Airport Roadway Repair (2024)

#### Rill Arnold:

City of Bethel, 907.543-2311, warnold@cityofbethel.net

► City of Bethel On-Call Engineering Term Contract (ongoing)

Figure 2: The Team's Kotzebue Experience

# City of Kotzebue Drake / DOWL Projects 2005 - Present N

#### **Drake and DOWL Projects**

- Swan Lake Loop Replacement (Caribou and Turf)
- Sewer Lift Station 5, 6, and 8
- Sewer Lift Station 1, 7 (ANTHC)
- Kotzebue Water Treatment Plant

#### **Drake Projects**

- 5 Uptown Water Main Loop Replacement
- 6 Front Loop Water Main Replacement
- 1 Lift Station 2 and 3 Replacement

#### **DOWL Projects**

- 8 Southern Loop Water Main Elimination
- 9 Front Loop Water Main Expansion
- 10 Devil's Lake Raw Water Source Improvement
- 11) Washeteria Design
- Vortac Lake Dam Inspection and Planning

#### **DOWL Community Wide Projects**

- Utility Rate Study
- Solid Waste O&M Management Database
- 2011 and 2021 Sanitation Utilities Master Plan
- System Wide SCADA and GIS Improvements
- Long-Range Transporation Plan

# **RATE SHEETS**



#### **RATE SHEET**

#### **Proposed Staff Rates:**

ROLE	NAME	HOURLY RATE
Project Manager	Daniel Paajanen	\$360
Mechanical Manager	Jeff Nagle	\$350
Superintendent	Tim Kurka	\$275
Addtl. Labor	Various	\$250

<sup>\*</sup>Note-Rates above include tools, housing, vehicle

#### **Equipment:**

Will be charged from rate sheet

#### Materials/Freight/Airfare/Consumables:

Cost + 30%



#### **ALASKA FEE SCHEDULE**

#### Personnel Billing Rates

Personnel are identified on our invoices by name and/or labor category.

Description	Rate	Description	Rate
Accounting Manager	\$185	Engineer IX	\$250
Accounting Technician	\$120	Engineer X	\$280
Administrative Assistant	\$110	Engineering Technician I	\$100
Administrative Manager	\$125	Engineering Technician II	\$120
Biologist I	\$130	Engineering Technician III	\$135
Biologist II	\$140	Engineering Technician IV	\$150
Biologist III	\$150	Engineering Technician V	\$160
Biologist IV	\$160	Engineering Technician VI	\$175
Biologist V	\$205	Environmental Specialist I	\$120
CAD Drafter I	\$105	Environmental Specialist II	\$135
CAD Drafter II	\$120	Environmental Specialist III	\$150
CAD Drafter III	\$130	Environmental Specialist IV	\$170
CAD Drafter IV	\$140	Environmental Specialist V	\$175
CAD Drafter V	\$150	Environmental Specialist VI	\$190
Senior CAD Drafter	\$170	Environmental Specialist VII	\$210
Civil and Transportation Designer	\$135	Environmental Specialist VIII	\$225
Senior Civil and Transportation Designer	\$170	Environmental Specialist IX	\$245
Contract Administrator I	\$160	Environmental Specialist X	\$265
Contract Administrator II	\$185	Field Project Representative I	\$145
Corporate Development Manager	\$230	Field Project Representative II	\$160
Cultural Resources Specialist I	\$120	Field Project Representative III	\$190
Cultural Resources Specialist II	\$140	Field Project Representative IV	\$205
Cultural Resources Specialist III	\$145	Field Project Representative V	\$225
Cultural Resources Specialist IV	\$180	Geologist I	\$125
Cultural Resources Specialist V	\$195	Geologist II	\$135
Document Production Supervisor	\$150	Geologist III	\$160
Engineer I	\$135	Geologist IV	\$185
Engineer II	\$145	Geologist V	\$205
Engineer III	\$165	GIS Coordinator	\$175
Engineer IV	\$185	GIS Manager	\$185
Engineer V	\$195	GIS Specialist	\$145
Engineer VI	\$205	GIS Technician	\$110
Engineer VII	\$220	Graphics Designer	\$135
Engineer VIII	\$230	Senior Graphics Designer	\$165



Description	Rate	Description	Rate	
Hydrogeologist I	\$140	Professional Land Surveyor IV	\$150	
Hydrogeologist II	\$165	Professional Land Surveyor V	\$160	
Hydrogeologist III	\$195	Professional Land Surveyor VI	\$165	
Sr. Hydrogeologist	\$225	Professional Land Surveyor VII	\$175	
Intern I	\$95	Professional Land Surveyor VIII	\$185	
Intern II	\$105	Professional Land Surveyor IX	\$210	
Laboratory Manager	\$125	Professional Land Surveyor X	\$220	
Laboratory Supervisor	\$105	Professional Land Surveyor XI	\$255	
Landscape Architect I	\$130	Project Administrator	\$135	
Landscape Architect II	\$145	Project Assistant I	\$115	
Landscape Architect III	\$160	Project Assistant II	\$130	
Landscape Architect IV	\$175	Project Controller	\$165	
Landscape Architect V	\$190	Senior Project Controller	\$185	
Landscape Architect VI	\$200	Project Manager I	\$160	
Landscape Architect VII	\$210	Project Manager II	\$175	
Landscape Designer I	\$95	Project Manager III	\$190	
Landscape Designer II	\$115	Project Manager IV	\$205	
Marketing Assistant	\$105	Project Manager V	\$220	
Marketing Coordinator	\$145	Project Manager VI	\$235	
Marketing & Administrative Manager	\$225	Project Manager VII	\$250	
Materials Technician I	\$95	Proposal Manager	\$140	
Materials Technician II	\$105	Senior Proposal Manager	\$210	
Lead Materials Technician	\$115	Public Involvement Assistant	\$115	
Senior Materials Technician	\$125	Public Involvement Coordinator	\$155	
Materials Manager	\$130	Public Involvement Planner	\$135	
Planner I	\$120	Public Involvement Program Manager	\$200	
Planner II	\$145	Real Estate Services Manager	\$180	
Planner III	\$165	Right of Way Agent I	\$125	
Planner IV	\$180	Right of Way Agent II	\$140	
Planner V	\$190	Right of Way Agent III	\$155	
Planner VI	\$200	Right of Way Agent IV	\$170	
Planner VII	\$210	Right of Way Agent V	\$185	
Planner VIII	\$225	Right of Way Agent VI	\$215	
Planner IX	\$240	Right of Way Assistant	\$115	
Planner X	\$280	Risk Manager	\$205	
Planning Technician	\$110	Senior Manager I	\$240	
Professional Land Surveyor I	\$120	Senior Manager II	\$260	
Professional Land Surveyor II	\$130	Senior Manager III	\$270	
Professional Land Surveyor III	\$140	Senior Manager IV	\$295	



Description	Rate	Description	Rate
Senior Manager V	\$315	Survey Technician Supervisor	\$155
Senior Manager VI	\$335	Systems Administrator	\$155
Survey Technician I	\$90	Technical Coordinator	\$180
Survey Technician II	\$95	Utility Operator	\$145
Survey Technician III	\$100	Water Resource Specialist	\$195
Survey Technician IV	\$115	Water Rights Specialist I	\$160
Survey Technician IX	\$170	Water Rights Specialist II	\$190
Survey Technician V	\$120	Water Rights Specialist III	\$220
Survey Technician VI	\$130	Water Rights Technician I	\$105
Survey Technician VII	\$145	Water Rights Technician II	\$115
Survey Technician VIII	\$160	Water Rights Technician III	\$125

#### **Survey Crews**

One-Person Survey Crew	=	\$160 / hour
One-Person Survey Crew GPS/Robotics	=	\$180 / hour
Two-Person Survey Crew	=	\$240 / hour
Two-Person Survey Crew (PLS + LSIT)	=	\$280 / hour
Two-Person Survey Crew GPS/Robotics	=	\$255 / hour
Three-Person Survey Crew	=	\$350 / hour

#### Travel, Mileage, and Miscellaneous

Lodging = Cost per night Airfare = Cost Vehicle Usage – Passenger Cars \$1.10/mile Vehicle Usage - Trucks & SUV's = \$1.30/mile Printing/Supplies/Phone/Fax/Postage = Note 3 In-House Usage Charges Note 4

#### Per Diem

Unless otherwise specified contractually, per diem will be billed when travel is more than 50 miles from the office during a meal allowance period of three or more consecutive hours or involves an overnight stay. The three meal allowance periods are breakfast (midnight to 10:00 a.m.), lunch (10:00 a.m.-3:00 p.m.), and dinner (3:00 p.m. to midnight).

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	Breakfast	Lunch	Dinner	Incidentals	Last Day	Per Diem Rate
Anchorage	\$22.00	\$36.00	\$58.00	\$29.00	\$108.75	\$145.00
Fairbanks	\$16.00	\$27.00	\$43.00	\$22.00	\$81.00	\$108.00
Juneau	\$18.00	\$30.00	\$47.00	\$23.00	\$88.50	\$118.00

All other cities not listed above, use the following link:

Per Diem Rate Lookup | Defense Travel Management Office (dod.mil) (use section Per Diem Rate Lookup | Foreign & Non-Foreign OCONUS)



Description Nate Description Nat	Description	Rate	Description	Rate
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Use the following link for the meal breakdown:

https://aoprals.state.gov/content.asp?content\_id=114&menu\_id=75

#### **Notes**

- 1. DOWL's Professional Services Fee Schedule is subject to adjustment each year or at the end of a contract period, whichever is appropriate. Should adjustments be anticipated or required, such adjustments will not affect existing contracts without prior agreement between Client and DOWL.
- 2. Straight-time rates are given. Multiply by 1.5 for overtime rates. Overtime rates will be applied at the rate prescribed by applicable state law.
- 3. Direct reimbursable expenses such as travel, freight, subcontractors, and request beyond those requests considered reasonable by the project manager for phone/fax/postage, office supplies, reproduction and photography, and laboratory analysis will be billed at cost plus the negotiated markup.
- 4. In-house equipment usage charges or specialized software/equipment that are not separately stated on the fee schedule will be negotiated at rates deemed fair and reasonable.
- 5. Late charges will be assessed on the unpaid balance of all accounts not paid within 30 days of the billing date, at a rate of 1.0 percent per month (12% per year).

# **CERTIFICATES OF INSURANCE**



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

		INSURER F:	
PO Box 338 Kotzebue AK 99752		INSURER E:	
		INSURER D:	
Drake Construction, Inc. Drake Investments, LLC		INSURER C:	
INSURED	DRAKECONST1	ınsurer в : Alaska National Insurance Company	38733
	License#: 82353	INSURER A: Crum & Forster Specialty Insurance Co	44520
•		INSURER(S) AFFORDING COVERAGE	NAIC#
Anchorage AK 99501		E-MAIL ADDRESS: skye.huls@marshmma.com	
Marsh & McLennan Agency LLC 1031 W 4th Ave, Suite 400		PHONE (A/C, No, Ext): 907-257-6352 FAX (A/C, No):	
PRODUCER		CONTACT NAME: Skye Huls	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	TOLC			LIMITS SHOWN WAT HAVE BEEN F				
INSR LTR			ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
Α	X	COMMERCIAL GENERAL LIABILITY		EPK143370	4/2/2024	4/2/2025	EACH OCCURRENCE	\$2,000,000
		CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
	Х	GL Ded \$5,000					MED EXP (Any one person)	\$10,000
	Х	Poll Ded \$5,000					PERSONAL & ADV INJURY	\$ 2,000,000
	GEN	N'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000
		POLICY X PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:					Pollution	\$ 1,000,000
В	AUT	OMOBILE LIABILITY		24DAS58088	4/2/2024	4/2/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X	ANY AUTO					BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY					BODILY INJURY (Per accident)	\$
	Х	HIRED X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
								\$
Α		UMBRELLA LIAB X OCCUR		EFX125073	4/2/2024	4/2/2025	EACH OCCURRENCE	\$5,000,000
	Х	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$ 5,000,000
		DED X RETENTION \$ 0						\$
В		RKERS COMPENSATION EMPLOYERS' LIABILITY		24DWS58088	4/2/2024	4/2/2025	X PER OTH- STATUTE ER	
	ANYF	PROPRIETOR/PARTNER/EXECUTIVE N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	(Man	ndatory in NH)					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	DES	s, describe under CRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) This is evidence of insurance procured and developed under the Alaska Surplus Lines Law, AS 21.34. It is not covered by the Alaska Insurance Guaranty Association Act, AS 21.80. Applies to Company "A" only.

Re: Evidence of Insurance. Subject to said policy limits, terms, and exclusions.

CERTIFICATE HOLDER CA	ANCELLATION
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Drake Construction, Inc. P.O. Box 338 Kotzebue AK 99752-0000 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:			
IMA, Inc Wichita PO Box 2992		PHONE (A/C, No, Ext): 316-267-9221	FAX (A/C, No): 316-2	66-6254	
Wichita KS 67201		E-MAIL ADDRESS:			
		INSURER(S) AFFORDING CO	OVERAGE	NAIC#	
	License#: PC-1210733	INSURER A: The Charter Oak Fire Insura	nce Company	25615	
NSURED DOWL, LLC 15325 SE 30th PL. Suite 300 Bellevue, WA 98008	DOWLLLC-01	INSURER B: The Travelers Indemnity Cor	25658		
		INSURER C: The Phoenix Insurance Com	pany	25623	
		INSURER D :			
		INSURER E :			
		INSURER F:			

#### COVERAGES CERTIFICATE NUMBER: 372664480 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
Α	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR	Y	Y	P6305W324780COF24	5/1/2024	5/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	X POLICY X PRO- X LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:							\$
В	AUTOMOBILE LIABILITY	Υ	Υ	8105W3264352443G	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
	DED RETENTION\$							\$
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Υ	UB5W3306692443G	5/1/2024	5/1/2025	X PER X OTH-	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project Number: 1163.64075.00; Project Name: COK - Water Treatment Plant Filtration; Client's Project Number: 2024-05.

Certificate Holder and all other parties required by the contract are included as Additional Insured on the General Liability and Automobile Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions. This Insurance is Primary & Non-Contributory on the General Liability and Automobile Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions. A Waiver of Subrogation is provided in favor of the Certificate Holder and all other parties required by the contract on the General Liability, Automobile Liability and Workers Compensation Policies, if required by written contract or agreement, subject to the policy terms and conditions. General Liability, Automobile Liability and Workers Compensation Coverage(s) include 30 day notice of cancellation, subject to the policy terms and conditions.

CERTIFICATE HOLDER	CANCELLATION				
City of Kotzebue	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
PO Box 46 Kotzebue AK 99752	Butt Wessel				

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territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(4) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

# H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

# I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### J. PERSONAL EFFECTS

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

#### Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

#### K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- **c.** The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

## L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

#### M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

# 5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

#### N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



#### WORKERS COMPENSATION AND **EMPLOYERS LIABILITY POLICY** ENDORSEMENT WC 99 06 R3 (00) - 001

POLICY NUMBER: UB5W3306692443G

#### NOTICE OF CANCELLATION TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to PART SIX - CONDITIONS:

#### Notice Of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

#### **SCHEDULE**

#### "ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF: 1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND 2.WE RECEIVE SUCH A WRITTEN REQUEST AT LEAST 14 DAYS

Name and Address of Designated Persons or Organizations:

BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT."

"THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US."

**Number of Days Notice** 

30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured

Policy No.

Endorsement No. Premium \$

Insurance Company

Countersigned by \_

DATE OF ISSUE:

ST ASSIGN:

Page 1 of 1

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

#### **PROVISIONS**

The following is added to Paragraph A.1.c., Who
Is An Insured, of SECTION II – LIABILITY
COVERAGE:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

#### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

# d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and noncontributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

#### 5. Premium Audit

- **a.** We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

#### 6. Representations

By accepting this policy, you agree:

- **a.** The statements in the Declarations are accurate and complete:
- **b.** Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

#### 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- As if each Named Insured were the only Named Insured; and
- Separately to each insured against whom claim is made or "suit" is brought.

## 8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

#### 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

#### SECTION V - DEFINITIONS

- "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.



# WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) -

POLICY NUMBER: UB5W3306692443G

#### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

#### **SCHEDULE**

#### **DESIGNATED PERSON:**

Any Person or Organization for which the Insured has agreed by written contract executed prior to loss to furnish this waiver

**DESIGNATED ORGANIZATION:** 

DATE OF ISSUE: - - ST ASSIGN:

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following: ALL COVERAGE PARTS INCLUDED IN THIS POLICY

#### SCHEDULE

CANCELLATION:

Number of Days Notice: 60

WHEN WE DO NOT RENEW (Nonrenewal):

Number of Days Notice: 10

#### **PROVISIONS**

A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
- The following replaces the last sentence of Paragraph 5. of SECTION III – LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

#### Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- **b.** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
- The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

#### K. MEDICAL PAYMENTS - INCREASED LIMIT

The following replaces Paragraph 7. of SECTION III – LIMITS OF INSURANCE:

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
  - a. \$10,000; or
  - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.
- L. AMENDMENT OF EXCESS INSURANCE CONDITION PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION –
WHEN REQUIRED BY WRITTEN CONTRACT
OR AGREEMENT

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- **b.** "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BROAD FORM NAMED INSURED
- **B. BLANKET ADDITIONAL INSURED**
- C. EMPLOYEE HIRED AUTO
- D. EMPLOYEES AS INSURED
- E. SUPPLEMENTARY PAYMENTS INCREASED LIMITS
- F. HIRED AUTO LIMITED WORLDWIDE COVERAGE INDEMNITY BASIS
- G. WAIVER OF DEDUCTIBLE GLASS

#### **PROVISIONS**

#### A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name

- H. HIRED AUTO PHYSICAL DAMAGE LOSS OF USE INCREASED LIMIT
- I. PHYSICAL DAMAGE TRANSPORTATION EXPENSES INCREASED LIMIT
- J. PERSONAL EFFECTS
- K. AIRBAGS
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
- M. BLANKET WAIVER OF SUBROGATION
- N. UNINTENTIONAL ERRORS OR OMISSIONS

as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured"

#### C. EMPLOYEE HIRED AUTO

The following is added to Paragraph A.1.,
 Who Is An Insured, of SECTION II –
 LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

- The following replaces Paragraph b. in B.5.,
   Other Insurance, of SECTION IV –
   BUSINESS AUTO CONDITIONS:
  - **b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

CA T3 53 08 17

Policy Number: 8105W3264352443G ISSUE DATE: 05/01/2024

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

ACTORED IN THIS POLICE

#### **SCHEDULE**

CANCELLATION: Number of Days Notice: 30

#### **PERSON OR**

ORGANIZATION: ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

- 1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
- 2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

#### ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

#### **PROVISIONS**

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- **a.** Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

# 2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and noncontributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

## The following is added to SECTION IV – COM-MERCIAL GENERAL LIABILITY CONDITIONS: Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- How, when and where the "occurrence" or offense took place:
- **ii.** The names and addresses of any injured persons and witnesses; and
- iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
  - i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- **d.** The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- **a.** After the signing and execution of the contract or agreement by you;
- While that part of the contract or agreement is in effect; and
- **c.** Before the end of the policy period.

Terra Insurance Company (A Risk Retention Group) Two Fifer Avenue, Suite 100 Corte Madera, CA 94925



**DATE** 11/19/24

#### CERTIFICATE OF INSURANCE

#### **CERTIFICATE HOLDER**

City of Kotzebue PO Box 46 Kotzebue, AK 99752

This certifies that the "claims made" insurance policy (described below by policy number) written on forms in use by the Company has been issued. This certificate is not a policy or a binder of insurance and is issued as a matter of information only, and confers no rights upon the certificate holder. This certificate does not alter, amend or extend the coverage afforded by this policy.

The policy of insurance listed below has been issued to the insured named below for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy. Aggregate limits shown may have been reduced by paid claims.

TYPE OF INSURANCE	Professional Liability							
POLICY NUMBER 224089	EFFECTIVE DATE 01/01/24	EXPIRATION DATE 12/31/24						
LIMITS OF LIABILITY	\$1,000,000 EACH CLAIM \$1,000,000 ANNUAL AGGREGATE							

#### PROJECT DESCRIPTION

DOWL Project Number: 1163.64075.00

DOWL Project Name: COK - Water Treatment Plant Filtration

Client's Project Number: 2024-05

CANCELLATION: If the described policy is cancelled by the Company before its expiration date, the Company will mail written notice to the certificate holder thirty (30) days in advance, or ten (10) days in advance for non-payment of premium. If the described policy is cancelled by the insured before its expiration date, the Company will mail written notice to the certificate holder within thirty (30) days of the notice to the Company from the insured.

NAME AND ADDRESS OF INSURED

DOWL, LLC operating as DOWL DOWL 15325 SE 30th Place, Suite 300 Bellevue, WA 98007 **ISSUING COMPANY:** 

TERRA INSURANCE COMPANY

(A Risk Retention Group)

**President**