Roger Hickel
Contracting, Inc.

August 27th, 2022

Municipality of Anchorage
3640 E. Tudor Rd
Anchorage, AK 99507
Attention: Saxton Shearer

Re: Navigation CMAR
Project #: 457

Subject: Long Lead MEP Equipment Changes between 65% & 95% Design

Dear Mr. Shearer,

In accordance with our recent conversation regarding the procurement of long mechanical and electrical equipment changes that have occurred between the 65% and 95% design phases, we have prepared the attached proposal.

Please see the attached proposal for specifics, but to summarize, the electrical component if this project was upsized in many ways from the 65% drawings, resulting in a net increase of $47,667 for that scope of work. The dry-side mechanical however was decreased by $220,961 due to the Q-duct no longer being a long lead concern and potential VE in the final exterior duct design, we also realized lower than expected shipping rates for the final RTU's.

We propose to provide an adjustment in the contract of a credit of $185,149.42. Please see the attached quotes and breakdown as to how this estimate was developed. Upon reviewing, please do advise if work beyond that which is scoped is necessary or desired, we would be happy to modify our pricing accordingly.

Please do not hesitate to contact me should you have any questions or concerns regarding this proposal. Thank you for this opportunity to be of service.

Sincerely,

Scott Dunlap

Scott Dunlap, Vice President
Roger Hickel Contracting, Inc

Accepted: Saxton Shearer
Owner's Representative

Date: 8-29-2022

Navigation CMAR- WP #9.

11001 Calaska Circle • Anchorage, Alaska • 99515 • phone 907-279-1400 • fax 907-279-1405

Roger Hickel
Contracting, Inc.

Date: 8/27/2022
WP # 9

Project: **Navigation Center CMAR**

Description: Long Lead MEP Equipment Changes between 65% & 95%

	ICOR#	na
General Contractors Work		
Regular Labor		$0.00
Materials		-$173,283.00
Equipment		$0.00
Subtotal		-$173,283.00
Subcontractors		
Subcontractor work		$0.00
Subcontractor equipment		$0.00
2nd Tier Subcontractor		$0.00
3rd Tier Subcontractor		$0.00
Total Subcontractor	0%	$0.00
SUMMARY		
Prime Contractors Regular Labor		$0
Prime Contractors Materials		($173,283)
Leased Equipment		$0
Total Self-Performed Work		($173,283)
Subcontractor Subtotal		$0
Total Cost of work (Self Performed and Subcontracted)		($173,283)
General Liability Insurance (.85%)		($1,473)
P/P Bond (.91%)		($1,577)
Total Task Cost		($176,333)
CMAR Fee	5%	($8,816.64)
Total Change order amount		($185,149.42)

Submitted by: Scott Dunlap

8/27/2022
Date

7/14/2022

Project: Navigation Center

WP #: 9

Roger Hickel Contracting, Inc.

Description: Changes to Long Lead MEP Equipment between 65% & 95% drawings

SPEC SECT	ACTIVITY	QTY	Unit	Labor MH	Labor $	Total MH's		TOTAL LABOR $	Material Rate	TOTAL MATL $	TOTAL EQUIP $	SUB $	Line Totals
	Long Lead Electrical Items (Alcan)	1	LS		87	0	87	0	47,677	47,677	0	0	47,677
	Long Lead HVAC Items (GMI)	1	LS		87	0	87	0	-220,961	-220,961	0	0	-220,961
				SECTION TOTALS		0		-		-173283.73	0	0	-173,284

Total MH 0

Total Labor $ 0

Total Matl $ -173,284

Total Equip $ 0

0

Total $ -173,284

ALCAN ELECTRICAL & ENGINEERING

ANCHORAGE MAIN OFFICE
6670 Arctic Spur Road
Anchorage, Alaska 99518
T 907.563.3787
F 907.562.6286

FAIRBANKS
197 E Van Horn
Fairbanks, Alaska 99701
T 907.452.1771
F 907.452.1772

JUNEAU
8415 Airport Boulevard
Juneau, Alaska 99801
T 907.780.4404
F 907.780.6423

Roger Hickel Contracting Inc
11001 Calaska Circle
Anchorage, AK 99515

August 26th, 2022

Attn: Scott Dunlap – sdunlap@rhcak.com

Re: MOA Navigation Center

Subj: Electrical Gear updates per 95% drawings and Submittal Review Comments

The following is a breakdown of the gear updates per the 95% drawings dated July 29th, 2022 and the submittal review comments on submittal named *Electrical Service Gear Submittal #1* and *Electrical Service Gear Submittal #2*.

- Panel HMDP changed from 600A to 800A
- Panel LMDP changed from 400A/3P LA Circuit Breaker to 800AS/800AT/3P MG Circuit
- Panel LB changed from 100A to 225A
- Panel LC changed from 100A to 225A
- Panel LM changed from 100A to 150A
- Added/Upsized breakers in panelboards to match new panel schedules
- Added an 800a MTS
- Added an 800a gen tap quick connect box
- Transformer changed from 112.5kVA to 225kVA
- Safety Switches WH1 & WH2 changed from 30A to 60A
- Service Breaker changed from 600A to 800A
- Added necessary products to accommodate upsizing

Original quote with Alcan Mark up	$35,395.21
New quote with Alcan Markup	$83,062.48
Requested PO Change Order	**$47,667.27**

If you have any questions or need further clarifications, please give me a call at 907-563-3787.

Sincerely,

Chrys Fleming
President

Date: Aug 22, 2022

Quote: ANAK22-8384-1

Quote

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Graybar Electric
5501 A Street
Anchorage AK 99518
Phone: (907) 562-2214
Fax:
From: Tim OMalley
Quoter Ph: (907) 786-4215
email: timothy.omalley@graybar.com

Project **Navigation Center - GEAR 8.12**
Location ANCHORAGE AK
Quote ANAK22-8384-1

To:
Alcan Electrical & Engineering
6670 ARCTIC SPUR ROAD
Anchorage AK 99518
Phone: (907) 563-3787

For
Bid Date Aug 22, 2022
Expires Sep 21, 2022

QTY	Type	MFG	Part	ExtPrice
1	GEAR	MIL	CT4848-14-HC CT CAN	$1,303.75
1	GEAR	MIL	K4722 CT RACK	$440.47
1	GEAR	MIL	UC3433-XL 13 JAW METER SOCKET	$312.07
1	GEAR	SQD	1 LOT/ Q-3293537 BOM / 65% PLANS, RELEASED 7/2022	$8,840.25
1	GEAR	ASCO	H03MTSA30800000M 800A MTS **Line Note:** 20-24 WEEK FACTORY LEAD TIME	$15,728.65
1	GEAR	ASCO	3QCNCAA30800N00F 800A GEN TAP QUICK CONNECT **Line Note:** 32-34 WEEK FACTORY LEAD TIME	$6,107.63
1	GEAR	SQD	1 LOT/ Q-3518009 BOM/ 100% PLANS MINUS ITEMS ALREADY SHIPPED	$41,495.42
-1	GEAR	SQD	RMA# 719583901 RETURNED ITEMS FROM 65% BOM **Line Note:** INCLUDES RETURN FREIGHT & RESTOCK FEES	($2,000.00)

Total: **$72,228.24**

Alcan 15% Markup $10,834.24

Total = $83,062.48

Notes:
FREIGHT ALLOWED TO ANCHORAGE, SURFACE.
12-14 WEEK FACTORY LEAD TIME, EXCEPT AS NOTED
ORDER COMPLETION DATE AFTER RELEASE CANNOT BE DETERMINED DUE TO POSSIBLE COMPONENT SHORTAGAES.
QUOTE VALID FOR 30 DAYS ONLY - VERIFY PRICING AFTER 30 DAYS

Terms and conditions of sale:
GRAYBAR ELECTRIC COMPANY, INC. TERMS AND CONDITIONS OF SALE
1. ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.

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Graybar Electric
5501 A Street
Anchorage AK 99518
Phone: (907) 562-2214
Fax:
From: Tim OMalley
Quoter Ph: (907) 786-4215
email: timothy.omalley@graybar.com

Project **Navigation Center - GEAR 6.23**
Location ANCHORAGE AK
Quote ANAK22-8124-1

To:
Alcan Electrical & Engineering
6670 ARCTIC SPUR ROAD
Anchorage AK 99518
Phone: (907) 563-3787

For
Bid Date Jun 23, 2022
Expires Jul 23, 2022

QTY	Type	MFG	Part	Price	UQ	ExtPrice
1	GEAR	MIL	CT364811-HC CT CAN	$743.86		$743.86
1	GEAR	MIL	K4722 CT RACK	$440.47		$440.47
1	GEAR	MIL	UC3433-XL 13 JAW METER SOCKET	$312.07		$312.07
1	GEAR	SQD	1 LOT/ Q-3293537 1-LINE EQUIPMENT	$26,010.50		$26,010.50
1	GEAR	SQD	1 LOT/ Q-3293537 RTU DISCONNECTS	$2,479.96		$2,479.96
1	GEAR	SQD	1 LOT/ Q-3293537 WH-1,2	$227.35		$227.35
1	GEAR	SQD	1 LOT/ Q-3293537 MTR.SW. & OLs.	$564.23		$564.23

Total: **$30,778.44**

Alcan 15% Markup $4,616.77

Total = $35,395.21

Notes:
FREIGHT ALLOWED TO ANCHORAGE, SURFACE.
QUOTE BASED ON DRAWINGS DATED 6-17-2022
EXCLUDING ITEMS NOT LISTED.
ESTIMATED DELIVERY: TO BE DETERMINED
QUOTE VALID FOR 30 DAYS ONLY - VERIFY PRICING AFTER 30 DAYS

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1. ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.

2. PRICES AND SHIPMENTS - Unless otherwise quoted, prices shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill. 3. RETURN OF GOODS - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling.

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Project **Navigation Center - GEAR 6.23**
Location ANCHORAGE AK
Quote ANAK22-8124-1

4. TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.
5. DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control, including, but not limited to, sourcing, shipment or delivery issues caused by, related to, or resulting from COVID-19 or similar national or global health situations. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.
6. LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.

7. LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.

8. WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.

9. MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and

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Project **Navigation Center - GEAR 6.23**
Location ANCHORAGE AK
Quote ANAK22-8124-1

deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.

10. REELS - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.

11. CERTIFICATION - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.

12. FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.

13. ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.

14. GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.

15. PAYMENT TERMS - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.

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Project **Navigation Center - GEAR 6.23**
Location ANCHORAGE AK
Quote ANAK22-8124-1

16. EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.

Dunlap, Scott

From: Dan May <DMay@gmialaska.com>
Sent: Friday, August 26, 2022 8:38 AM
To: Dunlap, Scott
Subject: RE: Navigation Center PO Credit

Scott,

Following up on our conversation, I went through everything regarding the long lead PO issued.

Here is my recap:

-RTU's – Updated with Aaon Units
-RTU Curbs – Not used; Pricing quoted not accurate in potential VE if we go that route
-HRV – Updated with the revised basis of design unit
-Q-Duct – No longer a long lead concern
-Q-Duct Freight – No longer an issue
-Freight for RTU's & HRV went down based on actual units ordered

Please issue me a credit to this PO in the amount of $220,961, which will bring the current PO amount to $323,604.25.

Thank you, Scott!

Dan

From: Dan May <DMay@gmialaska.com>
Sent: Monday, July 11, 2022 2:49 PM
To: Dunlap, Scott <sdunlap@rhcak.com>; Tom Cupp <tom@ami-alaska.com>
Subject: Re: Navigation Center

Scott,
Thank you, and acknowledged. I expect to get the alternated RTU submittals over later this week and the other items shortly after which are all basis of design. More soon.
Thanks,
Dan

Get Outlook for iOS

From: Dunlap, Scott <sdunlap@rhcak.com>
Sent: Monday, July 11, 2022 12:49:37 PM
To: Dan May <DMay@gmialaska.com>; Tom Cupp <tom@ami-alaska.com>
Subject: RE: Navigation Center

Dan-

Please see attached Purchase Order for the long Lead HVAC components. Please prepare submittals as soon as practical. As discussed below, we wish to go with the alternative (shorter lead time) RTU's.

Thanks,