

## **POSSIBLE MOTION**



**I MOVE** to approve the contract assignment of Blatchley Middle School Remodel - CBS Project Numbers 90505 & 90640 from McGraw Custom Construction, Inc. to ASRC McGraw Construction LLC a subsidiary of ASRC Construction Holding Company and authorize the Municipal Administrator to sign upon completion of all submissions of required documents.


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## MEMORANDUM

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**To:** Mayor Westover and Members of the Assembly  
Jim Dinley, Municipal Administrator

**From:** Michael Harmon, Public Works Director   
Stephen L. Weatherman, P.E. Municipal Engineer 

**Reviewed:** Jay Sweeney, Finance Director 

**Date:** December 20, 2011

**Subject:** Contract assignment of Blatchley Middle School Remodel –  
CBS Project Numbers 90505 & 90640

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### **Background:**

The Blatchley Middle School Remodel project was advertized on May 25, 2001 and the bids were opened on June 28, 2011. Two bids were opened and McGraw Custom Construction Inc. was the low bidder of \$9,309,000. The contract was awarded to McGraw Custom Construction Inc. by the Assembly on July 12, 2011 and notice to proceed was issued July 14, 2011. The final competition date is August 1, 2013.

The contractor has pursued the project in a very workmanlike manner and is approximately 19% complete. On December 8, 2011 Chuck McGraw wrote a letter to Michael Harmon requesting the contract be assigned to ASRC McGraw Construction LLC. The contract allows an assignment of the contract with approval by the City and Borough of Sitka.

### **Analysis**

Chuck McGraw's letter (attached) assures CBS that he will oversee the project until completion and all key personnel associated with the project will continue with the project. This will allow the new company to complete the project as originally planned.

In order to assign the contract the new contractor must provide the following documents which were provided by the original contractor as noted in the Instruction to Bidders, project contract, General Conditions and as required by the Contract Assignment Agreement between the CBS, McGraw Custom Construction Inc. and ASRC McGraw Construction LLC (AMCL).

- AMCL Business License
- AMCL Contractor's License

- AMCL Certificate of Insurance
- McGraw Certificate of Insurance
- Rider (amendment) adding AMCL to existing Zurich Surety Performance and Payment Bond
- AMCL Certificate of Organization
- AMCL Articles of Organization

These documents must be received and approved by CBS before the Contract Assignment agreement is signed by CBS.

**Fiscal Note**

The contract assignment does not change base contract cost for the Blatchley Middle School Remodel.

**Recommendation:**

**Approve contract assignment of Blatchley Middle School Remodel – CBS Project Numbers 90505 & 90640 from McGraw Custom Construction, Inc. to ASRC McGraw Construction LLC a subsidiary of ASRC Construction Holding Company contingent on receiving all required documents.**



Thursday, December 8, 11

Dear Mr. Harmon:

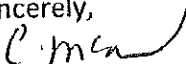
This letter is in furtherance of our discussions concerning the acquisition of McGraw Custom Construction, Inc by ASRC McGraw Construction LLC a subsidiary of ASRC Construction Holding Company. I have asked you and the City and Borough of Sitka to consent to the assignment of the contract governing the Blatchley Project which is currently being performed by my company.

The name of that entity is ASRC McGraw Constructors, LLC. I will remain in charge of the Blatchley project and all of my key personnel associated with the project will continue on with the project. All of the subcontractors will continue on with the project. By separate letter I will be providing you with assurances that all required insurance and bonding will remain in place without any gap in coverage for the remainder of the project.

Please also consider this written assurance that McGraw Custom Construction, Inc. will remain liable for all elements of the contract and project until the new company has provided all required documents. I personally intend to oversee that this project goes smoothly and that the transition is as seamless as possible. I am excited about becoming part of the ASRC family and it will only make my organization stronger in terms of being able to participate in the future development of Sitka and Southeast Alaska.

It is of critical importance that the assignment of this project occur before the close of the year and I would ask for your help and support in presenting the request for consent to assign this project to the assembly at the scheduled December 27, 2011 meeting. I am prepared to meet with you early next week with myself and Paul Millwood a representative of ACHC to answer any questions you might have and provide any further information you or Ms. Hillhouse might require in obtaining the consent. I will contact you to set up an agreeable time shortly.

Sincerely,

  
Chuck McGraw

**CONSENT TO ASSIGN CONTRACT BETWEEN  
CITY AND BOROUGH OF SITKA AND MCGRAW'S CUSTOM CONSTRUCTION, INC.  
FOR CONSTRUCTION OF BLATCHLEY MIDDLE SCHOOL REMODEL-2011 TO  
ASRC MCGRAW CONSTRUCTORS, LLC**

City and Borough of Sitka ("CBS" or "Owner"), 100 Lincoln Street, Sitka, Alaska 99835, entered into a Contract Between Owner And Contractor For Construction Of Blatchley Middle School Remodel-2011 ("Contract") with McGraw's Custom Construction, Inc. ("Contractor"), P.O. Box 718, Sitka, Alaska 99835, for the construction of Blatchley Middle School remodel, fully executed on July 14, 2011 ("Project").

The current Contractor, McGraw's Custom Construction, Inc., has requested Owner's consent to the assignment of the Contract to ASRC McGraw Constructors, LLC ("AMCL"), registered agent mailing address of 9360 Glacier Highway, Suite 202, Juneau, Alaska 99801, in accordance with the right to assign in the Contract at Part III - General Conditions at Article 14.2. AMCL is wholly owned by ASRC Construction Holding Company, LLC, which is wholly owned by Arctic Slope Regional Corporation.

AMCL has been created in part to assume the Contract from the current Contractor regarding this Project and to undertake other construction work. The current Contractor and AMCL have represented to CBS that the current personnel and subcontractors of the Contractor will continue to be involved and complete the Project. The only change to the Contract is at Article 7 to require AMCL as well as the Contractor to receive any notice required by the Contract. The impact of this document is that AMCL will be assuming Contractor's past, present and future rights and obligations under the Contract. McGraw's Custom Construction, Inc. will remain liable under the Contract, and with these parties making their own financial arrangements concerning payments, costs, and liabilities that occur under this Contract.

CBS hereby consents to the assignment of the Contract to AMCL, with all rights, title, interest, obligations, and liabilities of the current Contractor also applying to AMCL. This Consent shall not release McGraw's Custom Construction, Inc. from any obligations and liabilities as Contractor under the Contract regarding the Project.

This Consent is contingent upon the following provisions occurring, which must be before execution of this Consent and which must occur before January 30, 2012:

1. AMCL is to provide the following documented proof as outlined in the Contract at Article 6, and further set out in Part III - General Conditions at Article 7:

a. Payment for and issuance of performance bonds required by the Contract continuing forward with ongoing coverage to CBS regarding this Project; and

b. All insurances required by the Contract to remain in effect and provide all required coverage without any gaps, including after completion of the Contract coverage regarding any warranties of services and material and against any claims;

2. Contractor and AMCL shall provide an updated organizational chart(s) which provides the assurances made by the Contractor and AMCL that Chuck McGraw and present project managers and subcontractors listed in the bid documents shall remain with the Project through completion of the Project and with the authority specified in the chart(s), unless CBS agrees to modification of the chart(s);

3. AMCL shall provide copies, evidence and/or proof of any required licenses and certificates under the Contract in order to perform the Project; and

4. AMCL shall provide the name and address of the official contact of AMCL in accordance with the Notice provision in Article 7 of the Contract, who shall receive all future notices required by the Contract.

This Consent is also based on the Contractor and AMCL providing the following assurances regarding the Project:

1. AMCL and the Contractor McGraw's Custom Construction, Inc. shall be jointly and severally liable under the Contract for any breach of the Contract regarding the Project;

2. AMCL and the Contractor McGraw's Custom Construction, Inc. affirm that they are legally bound by the Contract and shall comply with all the terms, conditions and prices of the Contract regarding the Project;

3. AMCL and the Contractor McGraw's Custom Construction, Inc. agree that they are liable to defend, indemnify and hold harmless CBS pursuant to Contractor's indemnity obligations set forth in the Contract, including General Conditions of the Contract at Part III of the Project Manual, incorporated into the Contract at Article 6; and

4. AMCL and the Contractor McGraw's Custom Construction, Inc. agree that they are liable to defend, indemnify and hold harmless CBS pursuant to any claims, actions, or damages arising from this Consent.

This Consent has been approved by the City and Borough of Sitka Assembly on December \_\_\_\_, 2011.

**CITY AND BOROUGH OF SITKA**

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Jim Dinley, Municipal Administrator

STATE OF ALASKA                    )  
  ) ss.  
FIRST JUDICIAL DISTRICT        )

THIS CERTIFIES that on this \_\_\_\_ day of \_\_\_\_\_, 2011, before me, a Notary Public in and for the State of Alaska, personally appeared JIM DINLEY, who is the Municipal Administrator of the City and Borough of Sitka, Alaska, a municipal corporation organized under the laws of the State of Alaska, that he has been authorized by to execute the foregoing document, and does so freely and voluntarily.

\_\_\_\_\_  
Notary Public for Alaska  
My Commission Expires: \_\_\_\_\_



**McGRAW'S CUSTOM  
CONSTRUCTION, INC.**

\_\_\_\_\_  
Chuck McGraw

STATE OF ALASKA                    )  
  ) ss:  
FIRST JUDICIAL DISTRICT        )

On this   21<sup>st</sup>   day of \_\_\_\_\_, 2011, personally appeared before me CHUCK McGRAW, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who by signing this agreement, swear or affirm that he is the President of McGraw's Custom Construction, Inc., and is authorized to sign this document on behalf of the Assignor, and does so freely and voluntarily.

\_\_\_\_\_  
Notary Public for Alaska  
My Commission Expires: \_\_\_\_\_

**ASRC MCGRAW CONSTRUCTORS, LLC**

By: ASRC Construction Holding Company,  
LLC, its sole member and managing  
member

By: *[Signature]*

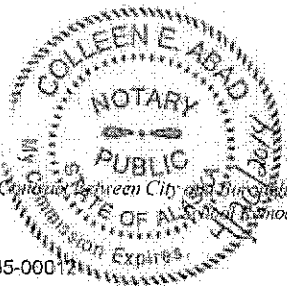
Print Name: Jim Mendenhall

Title: Interim President

STATE OF ALASKA                    )  
  ) ss:  
THIRD JUDICIAL DISTRICT        )

On this   21<sup>st</sup>   day of December, 2011, personally appeared before me Jim Mendenhall, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, by signing this agreement, does swear or affirm (i) that he is the Interim President of ASRC Construction Holding Company, LLC, which company is the sole member and managing member of ASRC McGraw Constructors, LLC, and (ii) that he is authorized to sign this document, and does so freely and voluntarily.

*Colleen E. Abad*  
Notary Public for Alaska  
My Commission Expires:   4/20/2014  



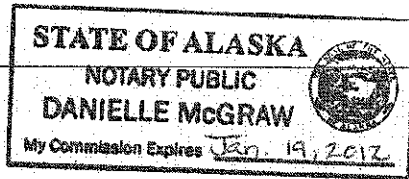
McGRAW'S CUSTOM  
CONSTRUCTION, INC.

*Chuck McGraw*

Chuck McGraw

STATE OF ALASKA )  
 ) ss:  
FIRST JUDICIAL DISTRICT )

On this 21 day of December, 2011, personally appeared before me CHUCK McGRAW, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who by signing this agreement, swear or affirm that he is the President of McGraw's Custom Construction, Inc., and is authorized to sign this document on behalf of the Assignor, and does so freely and voluntarily.



Notary Public for Alaska  
My Commission Expires: 1-19-2012

*Danielle McGraw*

		<b>ASRC MCGRAW CONSTRUCTORS, LLC</b>
	By:	ASRC Construction Holding Company, LLC, its sole member and managing member
	By:	_____
	Print Name:	Jim Mendenhall
	Title:	Interim President

STATE OF ALASKA )  
 ) ss:  
THIRD JUDICIAL DISTRICT )

On this \_\_\_ day of December, 2011, personally appeared before me Jim Mendenhall, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, by signing this agreement, does swear or affirm (i) that he

**CITY AND BOROUGH OF SITKA**

**CONTRACT BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION OF BLATCHLEY MIDDLE SCHOOL REMODEL-2011**

This Contract is executed by the parties, Owner and Contractor as described below:

OWNER: CITY AND BOROUGH OF SITKA  
100 LINCOLN STREET  
SITKA, AK 99835

CONTRACTOR: McGraw Custom Construction Inc.  
Chuck McGraw  
PO BOX 718  
Sitka, AK. 99835

Assembly approved award recommendation date: July 12, 2011

The Owner and Contractor agree to the following terms and conditions concerning Construction of Blatchley Middle School Remodel-2011, as set forth below.

**ARTICLE 1**  
**THE WORK**

The Contractor shall perform all the work required by the contract documents enumerated in Article 6, below, for Construction of Blatchley Middle School Remodel-2011 and related work.

**ARTICLE 2**  
**TIME OF COMMENCEMENT AND COMPLETION**

Work shall commence upon receipt of the Notice To Proceed. All work must be substantially completed no later than August 1, 2013 with an additional 30 days for final completion. Time is of the essence, and liquidated damages will be charged against the Contractor as provided in Article 11, below.

**ARTICLE 3**  
**CONTRACT SUM**

The Owner shall pay the Contractor as provided in this contract the total sum price of \$ 9,309,000.00 for the successful completion of the specified work.

#### ARTICLE 4 PROGRESS PAYMENT

Based upon applications for payment submitted by the Contractor, the Owner shall provide for Progress Payments to the Contractor on a monthly schedule. Upon proper application submitted no later than ten (10) days prior to the next scheduled Contractor payday, the Contractor shall be paid for the value of the work performed and materials stored at the site during the period preceding payment. Each application for progress payment shall be on an approved Application for Payment form and shall contain a completed Schedule of Values. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner or its representative may require. All sums properly due shall be paid within thirty (30) days of receipt of application. Prior to final payment, the Contractor shall submit the written consent of surety to such payment and shall submit notarized waivers of lien from all materialmen and subcontractors.

#### ARTICLE 5 FINAL PAYMENT

The Owner shall make final payment within thirty (30) days after issuance of a Certificate of Final Completion of the work subject to provisions of the General conditions. The Certificate of Final Completion acknowledges that all work required by the contract documents has been completed in accordance with requirements of the contract. The Contractor shall request the final inspection at least five (5) days in advance of the anticipated date of inspection. If all work has not been satisfactorily completed, the contractor shall be liable for all costs incurred by the Owner in making such inspection.

#### ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

The additional documents which are specifically incorporated into this contract by reference and which form the contract documents are:

- A. The Contractor's completed June 15, 2011 Amended Bid Form and Bid Schedule, signed and notarized dated June 28, 2011.
- B. Addendum No's. 1, 2, 3 and 4.
- C. The Project Manual, entitled Blatchley Middle School Remodel-2011, dated 25, May 2011, which includes Part I – Bidding Documents; Part II – Contract Documents; Part III – General Conditions of the Contract; Part IV – Title 36 Wage Schedule; Part V – Specifications; and Part VI – Drawings.
- D. All reports contained in said Project Manual or otherwise referenced and incorporated into the contract documents.
- E. The Specifications as provided in Part V of the Project Manual for the Project and as further modified by addendum.
- F. Drawings as provided in Part VI of the Project Manual for the Project and as further modified by addendum.
- G. All Bonds required by the Project.
- H. Any and all later modifications, change orders and written interpretations of the Contract Documents issued by the Owner and agreed to by Contractor.

Any other attachments to this contract do not form a part of the contract but are for reference or proof of compliance with the requirements of the contract.

**ARTICLE 7**  
**NOTICES**

All legal notices relating to this contract, including changes of address, shall be mailed to the Owner and Contractor at the following addresses:

**OWNER**

City and Borough of Sitka  
Public Works Director  
100 Lincoln Street  
Sitka, AK 99835

**CONTRACTOR**

McGraw Custom Construction Inc.  
Chuck McGraw  
PO BOX 718  
Sitka, AK 99835

**ARTICLE 8**  
**INSURANCE AND INDEMNIFICATION**

No provision in the contract documents lessens, alters, or makes inapplicable the requirements for insurance and indemnification stated in General Conditions 4.12., 7.1 and 7.2. In the event of conflict between the above-referenced articles and any other contract provision(s), the requirements set out in the above-referenced articles control.

I personally guarantee that I will keep current all my business and personal accounts with the City and Borough of Sitka (i.e. utilities, harbor billings, taxes, etc.) as long as this contract is in effect. If I default on the promise set out in the previous sentence, the City and Borough of Sitka may withhold payment on this contract and/or garnish a portion of this payment to bring current my outstanding balance(s) with the City and Borough of Sitka.

**ARTICLE 9**  
**JURISDICTION: CHOICE OF LAW**

This contract shall be governed by the laws of the State of Alaska, and any lawsuit brought thereon shall be filed and prosecuted only in Sitka, Alaska in the courts of the State of Alaska.

**ARTICLE 10**  
**ATTACHMENTS**

In the event there is any difference between an attachment to the original of this contract on file with the City and Borough of Sitka Clerk and any attachment to a duplicate original of the contract, the attachments to the original filed with the City and Borough Clerk shall control.

**ARTICLE 11**  
**LIQUIDATED DAMAGES**

Owner and Contractor recognize that time is of the essence in performance of this contract and the Owner will suffer financial loss if the work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with contract documents. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Fifteen Hundred Dollars (\$1,500.00) each calendar day that expires after the contract time required for substantial completion to the actual date of substantial completion and Fifteen Hundred Dollars (\$1,500.00) each calendar day that expires after the contract time required for final completion to the actual date of final completion determined as set out in the CONTRACT documents.

IN WITNESS, the parties execute this contract through their duly authorized representatives, and represent that their duly authorized representatives are authorized to sign this Contract between Owner and Contractor for Construction of Blatchley Middle School Remodel-2011 on behalf of the party they represent.

CITY AND BOROUGH OF SITKA

  
Municipal Administrator

Date: 7-14-11

CONTRACTOR

Chuck McBraw Plus.  
Name and title of Office (printed or typed)

McBraw's Custom Const. Inc.  
Company Name (printed or typed)

C. McBraw  
Signature

Date: \_\_\_\_\_

  
Public Works Director

DATE: 7/13/11

CONTRACT AND ATTACHMENTS  
TO ORIGINAL APPROVED AS TO  
FORM AND LEGAL SUFFICIENCY:

  
Municipal Attorney

ATTEST:

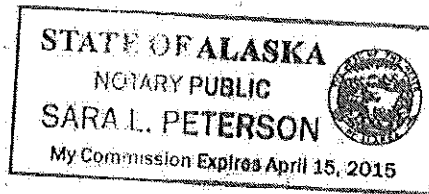
  
Municipal Clerk

ACKNOWLEDGMENTS

STATE OF ALASKA            )  
  )ss.  
FIRST JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this 14 day of July  
2011 by James Dinky, Municipal Administrator of the  
City and Borough of Sitka, an Alaska municipal corporation, for the corporation on behalf  
of the corporation.

Sara L Peterson  
Notary Public for State of Alaska  
My Commission Expires: 4-15-2015



STATE OF ALASKA            )  
  )ss.  
FIRST JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this 13 day of  
July 2011 by Chuck McGraw, the  
(title of office) President of (name of corporation) McGraws  
Custom Construction for and on behalf of the corporation.

Sara L Peterson  
Notary Public for State of Alaska  
My Commission Expires: 4-15-2015

A rectangular notary seal stamp for Sara L. Peterson, Notary Public for the State of Alaska. The seal includes the state emblem of Alaska and states that her commission expires on April 15, 2015.

CONTRACT BOND (PERFORMANCE)

Bond No. 09056758

KNOW ALL MEN BY THESE PRESENTS:

That McGraw's Custom Construction, Inc. of Sitka, AK, as principals, and Fidelity and Deposit Company of Maryland Baltimore, MD as surety, firmly bound and held unto the City and Borough of Sitka, Alaska, in the penal sum of Nine Million Three Hundred Nine Thousand Dollars (\$9,309,000.00), good and lawful money of the United States of America for the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principals have entered into written contract with said City and Borough of Sitka, on the day of , 20, for the construction of Blatchley Middle School Remodel-2011, said work to be done according to the terms of said contract.

NOW, THEREFORE, the conditions of the foregoing obligations are such that if said principals shall comply with all requirements of law and pay, as they become due, all just claims for labor performed and materials and supplies furnished upon or for the work under said contract, whether said labor be performed and said materials and supplies be furnished under the original contract, and subcontract, or any and all duly authorized modifications with in the percentage of change limitations as set forth in the specifications or Special Provisions, and shall indemnify and save harmless the City and Borough of Sitka and employees thereof against any damage or loss which they or any of them may suffer or for which they or any of them become liable for the default of said principals or by any neglect or carelessness on the part of said principals, their agents, servants, or employees, then those presents shall become null and void, otherwise they shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at Sitka, Alaska, this day of , 20.

PRINCIPALS: McGraw's Custom Construction, Inc.

BY: [Signature]

COUNTERSIGNED: N/A

Resident Agent

SURETIES: Fidelity and Deposit Company of Maryland

By: [Signature]

Darlene Jakielski

Attorney-In-Fact

(Corporation Seal)

Approved:

[Signature] Administrator

CITY AND BOROUGH OF SITKA

7 - 14, 20 11



CONTRACT BOND (PAYMENT)

Bond No. 09056758

KNOW ALL MEN BY THESE PRESENTS:

That McGraw's Custom Construction, Inc. of Sitka, AK, as principals, and Fidelity and Deposit Company of Maryland Baltimore, MD as surety, firmly bound and held unto the City and Borough of Sitka, Alaska, in the penal sum of Nine Million Three Hundred Nine Thousand Dollars (\$9,309,000.00) and No. 100

100% of contract value good and lawful money of the United States of America for the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principals have entered into written contract with said City and Borough of Sitka, on the day of , 20, for the construction of Blatchley Middle School Remodel - 2011, said work to be done according to the terms of said contract.

NOW, THEREFORE, the conditions of the foregoing obligations are such that if said principals shall comply with all requirements of law and pay, as they become due, all just claims for labor performed and materials and supplies furnished upon or for the work under said contract, whether said labor be performed and said materials and supplies be furnished under the original contract, and subcontract, or any and all duly authorized modifications within the percentage of change limitations as set forth in the specifications or Special Provisions, and shall indemnify and save harmless the City and Borough of Sitka and employees thereof against any damage or loss which they or any of them may suffer or for which they or any of them become liable by the default of said principals or by any neglect or carelessness on the part of said principals, their agents, servants or employees, then those presents shall become null and void, otherwise they shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at Sitka, Alaska, this day of , 20.

PRINCIPALS: McGraw's Custom Construction, Inc.

By: [Signature]

COUNTERSIGNED: N/A

Resident Agent

SURETIES: Fidelity and Deposit Company of Maryland

By: [Signature]

Darlene Jakielski

Attorney-In-Fact

(Corporation Seal)

Approved:

[Signature] Administrator

CITY AND BOROUGH OF SITKA

2-14, 20 11

**Power of Attorney**  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Nancy J. OSBORNE, Darlene JAKIELSKI, Julia M. GLOVER and Theresa A. LAMB, all of Bothell, Washington, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Nancy J. OSBORNE, Darlene JAKIELSKI, Julia M. GLOVER, Viki BAUM, Theresa A. LAMB, dated February 14, 2006.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 23rd day of May, A.D. 2007.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray Assistant Secretary

By:

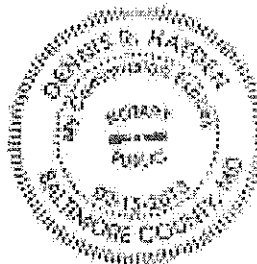
Frank E. Martin Jr.

Vice President

State of Maryland }  
Baltimore County } ss:

On this 23rd day of May, A.D. 2007, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Dennis R. Hayden

Notary Public

My Commission Expires: February 15, 2013



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: MA

DATE (MM/DD/YYYY)

10/28/11

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 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 Hub International Northwest P. O. Box 3018 Bothell, WA 98041-3018 Mike Murphy	425-489-4500 425-489-4501	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: MCGRA-2	FAX (A/C, No):
INSURED McGraw's Custom Const, Inc. P.O. Box 718 Sitka, AK 99835		INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Co. INSURER B: Everest National Ins. Co. INSURER C: Travelers Property Casualty INSURER D: INSURER E: INSURER F:	NAIC # 16535

COVERAGES CERTIFICATE NUMBER: 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owner/Cont Prof. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		GLA3999933	11/01/11	11/01/12	EACH OCCURRENCE: \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence): \$ 300,000 MED EXP (Any one person): \$ 10,000 PERSONAL & ADV INJURY: \$ 1,000,000 GENERAL AGGREGATE: \$ 2,000,000 PRODUCTS - COMP/OP AGG: \$ 2,000,000 Emp Ben: \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		GLA3999933	11/01/11	11/01/12	COMBINED SINGLE LIMIT (Ea accident): \$ 1,000,000 BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE (Per accident): \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 25,000		71C7000467101	11/01/11	11/01/12	EACH OCCURRENCE: \$ 3,000,000 AGGREGATE: \$ 3,000,000 \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC373915200 N/A TO ADD INSURED	11/01/11	11/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT: \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE: \$ 1,000,000 E.L. DISEASE - POLICY LIMIT: \$ 1,000,000
C	<input checked="" type="checkbox"/> Builders Risk <input type="checkbox"/> NO QUAKE/FLOOD		QT6605006X343TIL11	07/19/11	08/19/13	\$ 9,309,000 DEDUCTIBLE 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 ADDITIONAL INSURED(S) AS REQUIRED BY WRITTEN CONTRACT SUBJECT TO POLICY TERMS, CONDITIONS, LIMITATIONS & ATTACHED ENDORSEMENT: CITY AND BOROUGH OF SITKA  
 RE: BLATCHLEY MIDDLE SCHOOL REMODEL - 2011, PROJECT NO. 906-40.

CERTIFICATE HOLDER  CITY & BOROUGH OF SITKA 100 LINCOLN STREET SITKA, AK 99835	CIBORSI	CANCELLATION 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 <i>Jerry Jordan</i>
--	---------	--

# Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Exp. Date of Pol.	Eff. Date of End.	Agency No.	Addl. Prem.	Return Prem.
GLA3999933	11/1/12	11/1/11			

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

Named Insured: MCGRAW'S CUSTOM CONST., INC.  
 Address (including ZIP Code):

This endorsement modifies insurance provided under the:  
 Commercial General Liability Coverage Part

- A. Section II – Who Is An Insured is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.
- B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under SECTION I - Coverage A - Bodily Injury And Property Damage Liability and Section I - Coverage B - Personal And Advertising Injury Liability, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - 2. The acts or omissions of those acting on your behalf, and resulting directly from:
    - a. Your ongoing operations performed for the additional insured, which is the subject of the written contract or written agreement; or
    - b. "Your work" completed as included in the "products-completed operations hazard", performed for the additional insured, which is the subject of the written contract or written agreement.
- C. However, regardless of the provisions of paragraphs A. and B. above:
  - 1. We will not extend any insurance coverage to any additional insured person or organization:
    - a. That is not provided to you in this policy; or
    - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
  - 2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
    - a. The Limits of Insurance provided to you in this policy; or
    - b. The Limits of Insurance you are required to provide in the written contract or written agreement.

- D. The insurance provided to the additional insured person or organization does not apply to:  
 "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:
1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  2. Supervisory, inspection, architectural or engineering activities.
- E. The additional insured must see to it that:
1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
  2. We receive written notice of a claim or "suit" as soon as practicable; and
  3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.
- F. For the coverage provided by this endorsement:
1. The following paragraph is added to Paragraph 4.a. of the Other Insurance Condition of Section IV - Commercial General Liability Conditions:  
 This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.
  2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition 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, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.
- G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

Any provisions in this Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.

Alaska Entity #10001286

State of Alaska  
Department of Commerce, Community and Economic  
Development  
Corporations, Business and Professional Licensing

## Certificate of Organization

The undersigned, as Commissioner of Commerce, Community and Economic Development of the State of Alaska, hereby certifies that a duly signed and verified filing pursuant to the provisions of Alaska Statutes has been received in this office and has been found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Commerce, Community and Economic Development, and by virtue of the authority vested in me by law, hereby issues this certificate to

**ASRC McGraw Constructors, LLC**



IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **November 21, 2011**.

A handwritten signature in cursive script that reads "Susan K. Bell".

Susan K. Bell  
Commissioner



STATE OF ALASKA  
DEPARTMENT OF  
**COMMERCE**  
COMMUNITY AND  
ECONOMIC DEVELOPMENT

Sean Parnell, Governor  
Susan K. Bell, Commissioner  
Don Habeger, Director

Division of Corporations, Business and Professional Licensing

Office Use Only

**COR**

**Articles of Organization**  
Domestic Limited Liability Company

**Legal Name**

**Entity Name** ASRC McGraw Constructors, LLC

**Registered Agent**

**Corporation** 46429F - Corporation Service Company

**Physical**

**Mailing**

9360 GLACIER HIGHWAY, STE. 202  
JUNEAU, AK, UNITED STATES, 99801

9360 GLACIER HIGHWAY, STE. 202  
JUNEAU, AK, UNITED STATES, 99801

**Duration, NAICS Code, Purpose, and Optional Provisions**

**Duration** Perpetual

**NAICS Code** 236220 - COMMERCIAL AND INSTITUTIONAL BUILDING  
CONSTRUCTION

The purpose for which the corporation is organized. A limited liability company may list any lawful as its purpose:

**Purpose** Any lawful

Optional provisions:

Has optional provisions? [ ]

**Management**

If this box is unchecked, the company is managed by its members.

The limited liability company is managed by its managers [ ]

**Organizers**

Deborah L Orth - Signed 11/21/2011 10:54 AM

**To resolve questions with this filing:**

**Contact Name**        Joel Whitley, Esq.

**Contact Phone**        339-6000

PO Box 110806, Juneau, AK 99811-0806  
Telephone: (907) 465-2550 Fax: (907) 465-2974 Text Tel: (907) 465-5437 Website: <http://commerce.alaska.gov/occ/>



## Theresa Hillhouse

---

**From:** Spiess, Benjamin W. [BWSPIESS@stoel.com]  
**Sent:** Wednesday, December 21, 2011 11:55 AM  
**To:** 'Theresa Hillhouse'  
**Cc:** 'Stephen Weatherman'; 'Michael Harmon'; JimDinley@cityofsitka.com; jay@cityofsitka.com; 'Whitley, Joel'; Millwood, Paul; 'raymond royce'; 'Chuck McGraw'  
**Subject:** Consent to Assign Contract -- Blatchley Middle School Remodel 2011  
**Attachments:** Bond Rider Sitka Blatchley.pdf; McGraw Ins. Cert Sitka Blatchley.pdf; AMCL Ins. Cert Sitka Blatchley School.pdf; AMCL Org Chart 12-21-11.pdf; AMCL Business License 966867 Construction.pdf; AMCL Business License 966869 Manufacturing.pdf; AMCL Business License 966870 Trade.pdf; AMCL Contractors License 37706.pdf; Notice Information.pdf; (5) Consent to Assign Contract Sitka Blatchley.pdf

Theresa,

In connection with the request for Consent to Assign the Blatchley Middle School Remodel 2011, enclosed are the following documents for consideration the Assembly for the City and Borough of Sitka:

- Consent to Assign Contract – Executed by McGraw’s Custom Construction, Inc. and ASRC McGraw Constructors, LLC
- Bond Rider showing AMCL as party to the existing Payment and Performance Bond and continuing coverage – Delivered pursuant to paragraph 1(a) of the Consent
- McGraw Insurance Certificate; AMCL Insurance Certificate – Delivered pursuant to paragraph 1(b) of the Consent
- Organizational Chart – Delivered pursuant to paragraph 2 of the Consent
- AMCL Licenses – Delivered pursuant to paragraph 3 of the Consent
  - AMCL Business License 966867 Construction
  - AMCL Business License 966869 Manufacturing
  - AMCL Business License 966870 Trade
  - AMCL Contractors License 37706
- Notice Information – Delivered pursuant to paragraph 4 of the Consent

Please let me know if I can answer any questions with respect to the enclosed. We look forward to working with the City of Sitka to complete this project.

Regards,

Ben

**Benjamin W. Spiess**  
STOEL RIVES LLP | 510 L Street, Suite 500 | Anchorage, AK 99501-1959  
Direct: (907) 263-8416 | Fax: (907) 277-1920  
[bwspiess@stoel.com](mailto:bwspiess@stoel.com) | [www.stoel.com](http://www.stoel.com)

This email may contain material that is confidential, privileged and/or attorney work product for the sole use of the intended recipient. Any unauthorized review, use, or distribution is prohibited and may be unlawful.

**CONSENT TO ASSIGN CONTRACT BETWEEN  
CITY AND BOROUGH OF SITKA AND MCGRAW'S CUSTOM CONSTRUCTION, INC.  
FOR CONSTRUCTION OF BLATCHLEY MIDDLE SCHOOL REMODEL-2011 TO  
ASRC MCGRAW CONSTRUCTORS, LLC**

City and Borough of Sitka ("CBS" or "Owner"), 100 Lincoln Street, Sitka, Alaska 99835, entered into a Contract Between Owner And Contractor For Construction Of Blatchley Middle School Remodel-2011 ("Contract") with McGraw's Custom Construction, Inc. ("Contractor"), P.O. Box 718, Sitka, Alaska 99835, for the construction of Blatchley Middle School remodel, fully executed on July 14, 2011 ("Project").

The current Contractor, McGraw's Custom Construction, Inc., has requested Owner's consent to the assignment of the Contract to ASRC McGraw Constructors, LLC ("AMCL"), registered agent mailing address of 9360 Glacier Highway, Suite 202, Juneau, Alaska 99801, in accordance with the right to assign in the Contract at Part III - General Conditions at Article 14.2. AMCL is wholly owned by ASRC Construction Holding Company, LLC, which is wholly owned by Arctic Slope Regional Corporation.

AMCL has been created in part to assume the Contract from the current Contractor regarding this Project and to undertake other construction work. The current Contractor and AMCL have represented to CBS that the current personnel and subcontractors of the Contractor will continue to be involved and complete the Project. The only change to the Contract is at Article 7 to require AMCL as well as the Contractor to receive any notice required by the Contract. The impact of this document is that AMCL will be assuming Contractor's past, present and future rights and obligations under the Contract. McGraw's Custom Construction, Inc. will remain liable under the Contract, and with these parties making their own financial arrangements concerning payments, costs, and liabilities that occur under this Contract.

CBS hereby consents to the assignment of the Contract to AMCL, with all rights, title, interest, obligations, and liabilities of the current Contractor also applying to AMCL. This Consent shall not release McGraw's Custom Construction, Inc. from any obligations and liabilities as Contractor under the Contract regarding the Project.

This Consent is contingent upon the following provisions occurring, which must be before execution of this Consent and which must occur before January 30, 2012:

1. AMCL is to provide the following documented proof as outlined in the Contract at Article 6, and further set out in Part III - General Conditions at Article 7:

a. Payment for and issuance of performance bonds required by the Contract continuing forward with ongoing coverage to CBS regarding this Project; and

b. All insurances required by the Contract to remain in effect and provide all required coverage without any gaps, including after completion of the Contract coverage regarding any warranties of services and material and against any claims;

2. Contractor and AMCL shall provide an updated organizational chart(s) which provides the assurances made by the Contractor and AMCL that Chuck McGraw and present project managers and subcontractors listed in the bid documents shall remain with the Project through completion of the Project and with the authority specified in the chart(s), unless CBS agrees to modification of the chart(s);

3. AMCL shall provide copies, evidence and/or proof of any required licenses and certificates under the Contract in order to perform the Project; and

4. AMCL shall provide the name and address of the official contact of AMCL in accordance with the Notice provision in Article 7 of the Contract, who shall receive all future notices required by the Contract.

This Consent is also based on the Contractor and AMCL providing the following assurances regarding the Project:

1. AMCL and the Contractor McGraw's Custom Construction, Inc. shall be jointly and severally liable under the Contract for any breach of the Contract regarding the Project;
2. AMCL and the Contractor McGraw's Custom Construction, Inc. affirm that they are legally bound by the Contract and shall comply with all the terms, conditions and prices of the Contract regarding the Project;
3. AMCL and the Contractor McGraw's Custom Construction, Inc. agree that they are liable to defend, indemnify and hold harmless CBS pursuant to Contractor's indemnity obligations set forth in the Contract, including General Conditions of the Contract at Part III of the Project Manual, incorporated into the Contract at Article 6; and
4. AMCL and the Contractor McGraw's Custom Construction, Inc. agree that they are liable to defend, indemnify and hold harmless CBS pursuant to any claims, actions, or damages arising from this Consent.

This Consent has been approved by the City and Borough of Sitka Assembly on December \_\_\_\_, 2011.

**CITY AND BOROUGH OF SITKA**

---

Jim Dinley, Municipal Administrator

STATE OF ALASKA                    )  
  ) ss.  
FIRST JUDICIAL DISTRICT        )

THIS CERTIFIES that on this \_\_\_\_ day of \_\_\_\_\_, 2011, before me, a Notary Public in and for the State of Alaska, personally appeared JIM DINLEY, who is the Municipal Administrator of the City and Borough of Sitka, Alaska, a municipal corporation organized under the laws of the State of Alaska, that he has been authorized by to execute the foregoing document, and does so freely and voluntarily.

\_\_\_\_\_  
Notary Public for Alaska  
My Commission Expires: \_\_\_\_\_

**McGRAW'S CUSTOM  
CONSTRUCTION, INC.**

\_\_\_\_\_  
Chuck McGraw

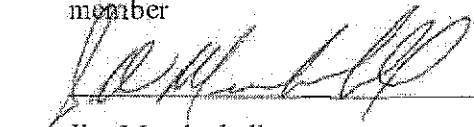
STATE OF ALASKA                    )  
  ) ss:  
FIRST JUDICIAL DISTRICT        )

On this        day of \_\_\_\_\_, 2011, personally appeared before me CHUCK McGRAW, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who by signing this agreement, swear or affirm that he is the President of McGraw's Custom Construction, Inc., and is authorized to sign this document on behalf of the Assignor, and does so freely and voluntarily.

\_\_\_\_\_  
Notary Public for Alaska  
My Commission Expires: \_\_\_\_\_

**ASRC MCGRAW CONSTRUCTORS, LLC**

By: ASRC Construction Holding Company,  
LLC, its sole member and managing member

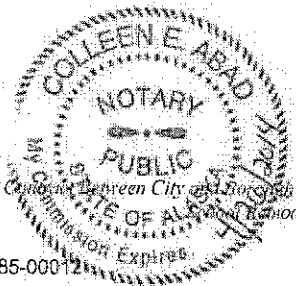
By: 


Print Name: Jim Mendenhall

Title: Interim President

STATE OF ALASKA                    )  
  ) ss:  
THIRD JUDICIAL DISTRICT        )

On this 21<sup>st</sup> day of December, 2011, personally appeared before me Jim Mendenhall, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, by signing this agreement, does swear or affirm (i) that he is the Interim President of ASRC Construction Holding Company, LLC, which company is the sole member and managing member of ASRC McGraw Constructors, LLC, and (ii) that he is authorized to sign this document, and does so freely and voluntarily.



  
Notary Public for Alaska  
My Commission Expires: 4/20/2014

*Consent to Assign Contract Between City of Borough of Sitka and McGraw's Custom Construction, Inc. for Construction of Blatchley Middle School Model-2011 to ASRC McGraw Constructors, LLC*

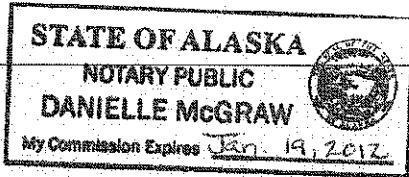
McGRAW'S CUSTOM  
CONSTRUCTION, INC.

*Chuck McGraw*

\_\_\_\_\_  
Chuck McGraw

STATE OF ALASKA )  
 ) ss:  
FIRST JUDICIAL DISTRICT )

On this 21 day of December, 2011, personally appeared before me CHUCK McGRAW, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who by signing this agreement, swear or affirm that he is the President of McGraw's Custom Construction, Inc., and is authorized to sign this document on behalf of the Assignor, and does so freely and voluntarily.



Notary Public for Alaska  
My Commission Expires: 1-19-2012

*Danielle McGraw*

ASRC MCGRAW CONSTRUCTORS,  
LLC

		ASRC Construction Holding Company, LLC, its sole member and managing member
By:		
By:		
Print Name:		Jim Mendenhall
Title:		Interim President

STATE OF ALASKA )  
 ) ss:  
THIRD JUDICIAL DISTRICT )

On this \_\_\_\_ day of December, 2011, personally appeared before me Jim Mendenhall, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, by signing this agreement, does swear or affirm (i) that he



**RIDER NAMING ASSIGNEE AS NEW PRINCIPAL ON PERFORMANCE BOND AND PAYMENT BOND**

*This Rider to be attached to and form a part of Bond No. 09056758*

**Principal on Bond (Contractor):** McGraw's Custom Construction, Inc.

**Obligee on Bond (Owner):** City and Borough of Sitka

**Contract:** Blatchley Middle School Remodel 2011

**Date of Bond:** 07/06/2011

**New Principal on the Bond:** ASRC McGraw Constructors, LLC

**Effective date of Rider:** \_\_\_\_\_ day of January, 2012

Whereas, McGraw's Custom Construction, Inc. as Principal and Zurich as Surety executed and delivered to Obligee the above-referenced Performance Bond and Payment Bond, and

Whereas Principal has assigned the Contract to ASRC McGraw Constructors, LLC and the Obligee has consented to such assignment, and

Whereas Principal, New Principal, Surety and Obligee agree that ASRC McGraw Constructors, LLC shall assume all rights and obligations of Principal (Contractor) under the Bond, in accordance with the assignment of the Contract to ASRC McGraw Constructors, LLC.

Therefore, it is understood and agreed that:

1. The Bonds are hereby modified to name assignee ASRC McGraw Constructors, LLC as Principal, and ASRC McGraw Constructors, LLC hereby accepts all rights and obligations as Principal under the Bond.
2. Nothing in this Rider shall waive, alter or amend the terms and conditions contained in the Bonds, other than as indicated above; and
3. This Rider shall form a part of said Bonds as of the effective date indicated above.

Signed and sealed this 16th day of December, 2011

PRINCIPAL AND CONTRACTOR  
ASSIGNING THE CONTRACT  
McGraw's Custom Construction, Inc.

ASSIGNEE/  
NEW PRINCIPAL AND CONTRACTOR  
ASRC McGraw Constructors, LLC

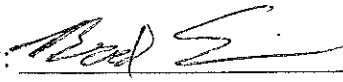
By: \_\_\_\_\_  
Charles R. McGraw, President

By: \_\_\_\_\_  
Tim Fenton, General Manager

*(signatures continued next page)*



SURETY  
(Zurich/ F&D)

By:  \_\_\_\_\_

**Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Brad ESPINOSA, of Seattle, Washington**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 20th day of June, A.D. 2011.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Eric D. Barnes*

*Eric D. Barnes* Assistant Secretary

*Frank E. Martin Jr.*

By: *Frank E. Martin Jr.* Vice President

State of Maryland }  
City of Baltimore } ss:

On this 20th day of June, A.D. 2011, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Maria D. Adamski*

*Maria D. Adamski* Notary Public  
My Commission Expires: July 8, 2015

**EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

**CERTIFICATE**

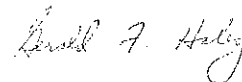
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 16<sup>th</sup> day of December, 2011.



*Assistant Secretary*





**ADDITIONAL REMARKS SCHEDULE**

AGENCY Marsh USA Inc.		NAMED INSURED ASRC McGraw Constructors, LLC 3900 C Street, Suite 301 Anchorage, AK 99503	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Automobile Liability  
 Policy Covers  
 Hired Auto PD--ACV/Repair Cost : Y

Excess Liability  
 Policy Details  
 Insr Ltr: E (Ironshore Specialty Insurance Company)  
 Policy Number: 001044200  
 Eff. Dt. 06/01/2011 Exp. Dt. 06/01/2012

Other  
 Limits  
 Workers Compensation : Statutory  
 Employers Liability : 1,000,000



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: MA

DATE (MM/DD/YYYY)

10/28/11

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 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 Hub International Northwest P. O. Box 3018 Bothell, WA 98041-3018 Mike Murphy	425-489-4500	425-489-4501	CONTACT NAME:	
			PHONE (A/C No. Ext):	FAX (A/C No.):
			E-MAIL ADDRESS:	
			PRODUCER CUSTOMER ID #:	MCGRA-2
INSURED McGraw's Custom Const, Inc. P.O. Box 718 Sitka, AK 99835			INSURER(S) AFFORDING COVERAGE	
			INSURER A:	Zurich American Insurance Co. NAIC # 16535
			INSURER B:	Everest National Ins. Co.
			INSURER C:	Travelers Property Casualty
			INSURER D:	
			INSURER E:	
			INSURER F:	

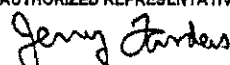
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		GLA3999933	11/01/11	11/01/12	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Owner/Cont Prot.					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
						Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY		GLA3999933	11/01/11	11/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		71C7000467101	11/01/11	11/01/12	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 3,000,000
	DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$ 25,000					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC373915200 N/A TO ADD INSURED	11/01/11	11/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Bullidors Risk		QT6605006X343TIL11	07/19/11	08/19/13	tcp 9,308,000
	NO QUAKE/FLOOD					5,000 DEDUCTIBLE

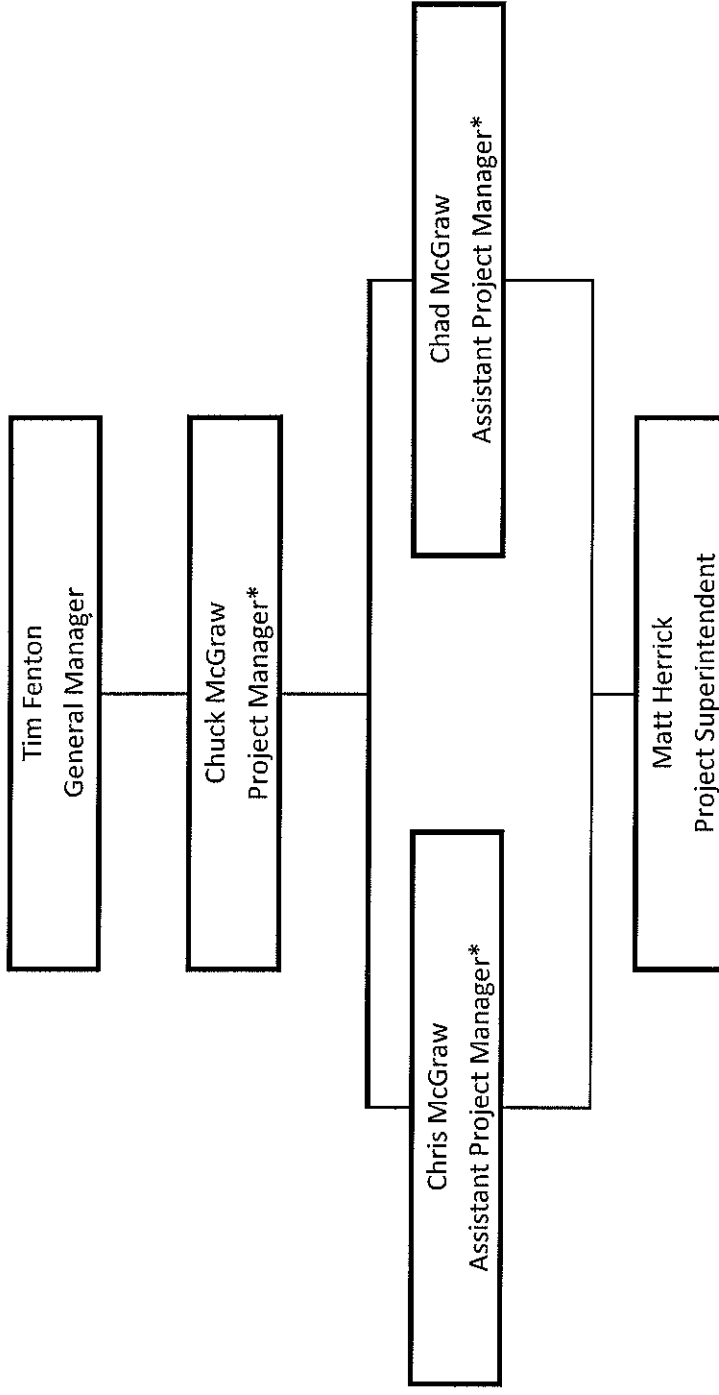
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**ADDITIONAL INSURED(S) AS REQUIRED BY WRITTEN CONTRACT SUBJECT TO POLICY TERMS, CONDITIONS, LIMITATIONS & ATTACHED ENDORSEMENT: CITY AND BOROUGH OF SITKA**

**RE: BLATCHLEY MIDDLE SCHOOL REMODEL - 2011, PROJECT NO. 906-40.**

<b>CERTIFICATE HOLDER</b>  <b>CIBORSI</b>  CITY & BOROUGH OF SITKA 100 LINCOLN STREET SITKA, AK 99835	<b>CANCELLATION</b>  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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AMCL Organizational Structure  
Blatchley Middle School Project



\*Project Managers & Assistant Project Managers have Signature Authority for Change Orders, Pay Requests, etc.

## Blatchley Middle School Remodel

### Contact List

~~Accurate Perforating  
3636 South Kedzie Ave  
Chicago, IL 60632  
Phone 773-254-3232  
Fax 773-254-9453  
E-mail [cberthold@accurateperforating.com](mailto:cberthold@accurateperforating.com)~~

Advanced Lab Concepts  
P.O. Box 50217  
Irvine, CA 92619  
Phone 949-465-1888  
Fax 949-465-1899  
E-mail

Advanced Look Building Inspections &  
Environmental Testing  
3715 North Coronado St  
Wasilla, AK 99654  
Phone 907-357-3967  
Fax 907-357-3907  
E-mail [patrick@advancelookak.com](mailto:patrick@advancelookak.com)

Alaskan Industries  
P.O. Box 872113  
Wasilla, AK 99687  
Phone 907-376-2485  
Fax 907-373-6986  
E-mail [scott@akind.com](mailto:scott@akind.com)

~~Alaska Abatement Corporation  
520 W. 58th Ave Suite J  
Anchorage, AK 99518  
Phone 907-563-0088  
Fax 907-563-0089  
E-mail~~

Alaska Stairlift & Elevator, LLC  
230 E. Potter Dr. STE 5  
Anchorage, AK 99518  
Phone 907-245-5438  
Fax 907-245-5439  
E-mail [info@alaskastairlift.com](mailto:info@alaskastairlift.com)

Architectural Hardware Supply  
1300 E 68th Ave #2088  
Anchorage, AK 99518  
Phone 907-522-0234  
Fax 907 522-0236  
E-mail [andi@ahs-alaska.biz](mailto:andi@ahs-alaska.biz)

Architectural Supply Company  
3699 Springer St.  
Anchorage, AK 99503  
Phone 907-561-1919  
Fax 907-562-5540  
E-mail

~~Behrends Mechanical  
P.O. Box 020347  
Juneau, AK 99802  
Phone 907-780-6766  
Fax 907-780-6063~~

E-mail

~~Benson Industries LLC  
P.O. Box 38439  
Lakewood, WA 98496  
Phone 253-474-5356  
Fax 253-474-3529  
E-mail~~

CBC Construction  
P. O. Box 6133  
Sitka, AK 99835  
Phone 907-747-9333  
Fax  
E-mail [chris@cbcalaska.com](mailto:chris@cbcalaska.com)

~~CEI  
311 N. Sitka Street  
Anchorage, AK 99501  
Phone 907-561-0125  
Fax 907-561-0178  
E-mail [tali@cei-alaska.com](mailto:tali@cei-alaska.com)~~



Construction Group International  
18684 142nd Ave NE Bldg E  
Woodinville, WA 98072  
Phone 425-487-2618  
Fax 425-487-2619  
E-mail

~~END  
Phone 206-255-4313  
Fax 425-743-4357  
E-mail denny@raincity.com~~

Commercial Contractors  
4920 Fairbanks Street  
Anchorage, AK 99503  
Phone 907-563-1911  
Fax 907-562-4714  
E-mail

Genothen  
2948 29th Ave SW  
Tumwater, WA 98512  
Phone 360-352-3636  
Fax 360-352-0753  
E-mail jeff.haskins@genothen.com

City and Borough of Sitka  
100 Lincoln Street  
Sitka, AK 99835  
Phone 907-747-1804  
Fax 907-747-3158  
E-mail

~~Grazizini Brothers & Co.  
1175 Eagan Industrial Road  
Eagan, MN 55121  
Phone 651-452-2700  
Fax 651-452-2701  
E-mail~~

~~Doug Strain Construction  
1039 SW Crosscut Court  
Bend, OR 97702  
Phone 541-410-6869  
Fax 541-617-8422  
E-mail [dougstrain@clearwire.net](mailto:dougstrain@clearwire.net)~~

~~Hard Rock Construction  
Bx1451  
Sitka, AK 99835  
Phone 907-738-7882  
Fax  
E-mail [gavanrock@hotmail.com](mailto:gavanrock@hotmail.com)~~

~~Doors and Windows  
43961 K-Beach Rd Suite C  
Soldotna, AK 99669  
Phone 907-262-9151  
Fax 907-262-6433  
E-mail [johns@doorswindows.biz](mailto:johns@doorswindows.biz)~~

~~Harri Plumbing and Heating  
809 West 12th Street  
Juneau, AK 99801  
Phone 907-586-3190  
Fax 907-586-4129  
E-mail~~

Engineered Products  
9883 40th Ave South  
Seattle, WA 98118  
Phone 206-394-3300  
Fax 206-575-6688  
E-mail

Hub International  
PO Box 3018  
Bothell, WA 98041  
Phone 425-489-4509  
Fax 425-485-8489  
E-mail  
[jenny.landiers@hubinternational.com](mailto:jenny.landiers@hubinternational.com)

~~JADIA Enterprises  
1830 E Parks Hwy A-113  
Wasilla, AK 99654  
Phone 907-357-4463  
Fax 907-357-4465  
E-mail [jimcurley@jadiaentp.com](mailto:jimcurley@jadiaentp.com)~~

~~KD Painting  
PO Box 1705  
Sitka, AK 99835  
Phone 907-747-9381  
Fax 907-747-9381  
E-mail~~

~~Material Flow Conveyor Systems, Inc.  
6112 Petersburg Street  
Anchorage, AK 99507  
Phone 907-868-4725  
Fax 907-868-4726  
E-mail~~

~~Northwest Handling Systems  
1100 SW 7th St  
Renton, WA 98055  
Phone 425-255-0500  
Fax 425-228-6946  
E-mail~~

Northern Marine  
5751 Mt. Baker Hwy  
Deming, WA 98244  
Phone  
Fax  
E-mail [normargc@gmail.com](mailto:normargc@gmail.com)

Northwest School Equipment  
25 82nd Drive Suite 200  
Gladstone, OR 97027  
Phone 503-650-8025  
Fax 503-650-0535  
E-mail

Northwind Architects  
119A 2nd Street  
Juneau, AK 99801  
Phone 907-586-6150  
Fax 907-586-6181  
E-mail [dave@northwindarch.com](mailto:dave@northwindarch.com)

~~Pac West  
2000 West Dowling Road #15  
Anchorage, AK 99507  
Phone 907-562-3168  
Fax 907-562-3031  
E-mail~~

P.B.S. Supply  
7013 South 216th Street  
Kent, WA 98032  
Phone 253-395-5550  
Fax 253-395-5575  
E-mail

Piazza Flooring & Cabinetry  
2050 Sea Level Dr. STE 108  
Ketchikan, AK 99901  
Phone 907-225-8453  
Fax  
E-mail [piazzaflooring@gmail.com](mailto:piazzaflooring@gmail.com)

Price & Visser Millwork  
2536 Valencia St  
Bellingham, WA 98226  
Phone 360-734-7700  
Fax 360-734-7941  
E-mail [info@priceandvisser.com](mailto:info@priceandvisser.com)

~~Satori Group  
1310 East 66th Ave STE #2  
Anchorage, AK 99518  
Phone 907-332-0456  
Fax 907-332-0457  
E-mail~~

~~SBI  
801 SW 16th St, STE 200  
Renton, WA 98057  
Phone 800-643-3512  
Fax 425-282-1941  
E-mail [john.jordan@saxtonbrasley.com](mailto:john.jordan@saxtonbrasley.com)~~

~~Systems House  
7049 Saturn Circle Suite 101  
Anchorage, AK 99504  
Phone 907-337-7960  
Fax 907-337-8615  
E-mail~~

Schmolck Mechanical  
P.O. Box 8756  
Ketchikan, AK 99901  
Phone 907-225-6648  
Fax 907-225-0374  
E-mail [GARY.SPH@GCLNET](mailto:GARY.SPH@GCLNET)

Washington Architectural Hardware  
4409 South Orchard St  
Tacoma, WA 98466  
Phone 253-471-9150  
Fax 253-471-9171

Sitka Electric Company  
1314 Sawmill Creek Rd  
Sitka, AK 99835  
Phone 907-747-8887  
Fax 907-747-8875  
E-mail

Southeast Fire Protection  
PO Box 624  
Sitka, AK 99835  
Phone 907-747-3135  
Fax 907-747-6316  
E-mail

Southeast Paint & Drywall  
PO Box 2296  
Sitka, AK 99835  
Phone 907-738-0715  
Fax  
E-mail [gpearson3@yahoo.com](mailto:gpearson3@yahoo.com)

Spenard Builder Supply  
4412 Lois Drive  
Anchorage, AK 99567  
Phone 907-563-3141  
Fax 907-261-9326  
E-mail

**Alaska Department of Commerce, Community, and Economic Development**

Division of Corporations, Business and Professional Licensing  
P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

**ASRC MCGRAW CONSTRUCTORS, LLC**

PO BOX 718 SITKA AK 99835

owned by

ASRC MCGRAW CONSTRUCTORS, LLC

is licensed by the department to conduct business for the period

December 14, 2011 through December 31, 2013  
for the following line of business:

23 - Construction

This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location. It is not transferable or assignable.

Susan K. Bell  
Commissioner

**Alaska Department of Commerce, Community, and Economic Development**

Division of Corporations, Business and Professional Licensing  
P.O. Box 110806, Juneau, Alaska 99811-0806

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PO BOX 718 SITKA AK 99835

owned by

ASRC MCGRAW CONSTRUCTORS, LLC

is licensed by the department to conduct business for the period

December 14, 2011 through December 31, 2013  
for the following line of business:

31 - Manufacturing

This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location. It is not transferable or assignable.

Susan K. Bell  
Commissioner

**Alaska Department of Commerce, Community, and Economic Development**

Division of Corporations, Business and Professional Licensing  
P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

**ASRC MCGRAW CONSTRUCTORS, LLC**

PO BOX 718 SITKA AK 99835

owned by

ASRC MCGRAW CONSTRUCTORS, LLC

is licensed by the department to conduct business for the period

December 14, 2011 through December 31, 2013  
for the following line of business:

42 - Trade

This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location. It is not transferable or assignable.

Susan K. Bell  
Commissioner

State of Alaska > Commerce > Professional Licensing > PL Search

### Professional License Details

Name: ASRC MCGRAW CONSTRUCTORS, LLC  
DBA: ASRC MCGRAW CONSTRUCTORS, LLC  
License Number: 37706  
License Type: IS A REGISTERED GENERAL CONTRACTOR WITHOUT RESIDENTIAL CONTRACTOR ENDORSEMENT  
Status: LICENSE  
Address: 1915 DODGE CIRCLE SITKA AK 99835  
Expiration Date: 12/31/2012  
Current Issue Date: 12/14/2011  
First Issue Date: 12/14/2011  
Additional Info:

Contact Phone: (907) 465-2550 Email Professional Licensing

**ASRC McGraw Constructors, LLC**  
**– Contact Information –**

Name and Address of for Notice Section 7 of the Contract:

ASRC McGraw Constructors, LLC  
c/o ASRC Construction Holding Company, LLC  
3900 C Street, Suite 801  
Anchorage, AK 99503  
Attn: Chief Financial Officer  
Phone: (907) 339-6700  
Fax: (907) 339-6745