

1. Call to Order
2. Flag Salute
3. Roll Call
4. District Mission and Vision Statements - recited by Ben Page

*Mission: CCSD will establish a community of learning that empowers the whole child to embrace life-long learning and a growth mindset.*

*Vision: Our students will be compassionate, resilient, self-sufficient, engaged members of their community.*

5. Agenda Approval

Motion to approve the agenda as presented.

6. Public Comments -

*A person wishing to be heard by the Board shall first be recognized by the president. He/she shall then identify himself/herself and proceed to comment as briefly as the subject permits.*

*Individual speakers will be allowed 3 minutes to address the Board. The Board shall limit the total time for each agenda item to 60 minutes.*

*No oral presentation shall include charges or complaints against any employee of the Board, including the Superintendent, regardless of whether or not the employee is identified by name or by another reference which tends to identify. Charges or complaints against employees must be submitted to the Board under the provisions of Board policy and administrative regulations related to such complaints. The Board will not engage in discussions with members of the public during the comment period.*

7. New Business
  - 7.A. CEMS Rehabilitation Project - Change Order Proposal 17 (MDP Issue)
  - 7.B. Executive Session - Consultation with Legal Counsel regarding Pending Litigation
8. Adjournment



# Craig City School District

P.O. Box 800, Craig, Alaska 99921  
www.craigschools.com  
Phone (907) 826.3274  
FAX (907) 826.3322

Jackie Hanson, Superintendent  
Christy House, Elem./MS Principal  
Josh Andrews, HS & PACE Principal

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## PUBLIC NOTICE

### CCSD SPECIAL SCHOOL BOARD MEETING

### **AMENDED AGENDA**

Tuesday, February 3, 2026

CHS Library @ 7:00PM

<https://craigschools.zoom.us/j/9078263274?pwd=LTMdID9oVbCpba36q82xgae4tbSCmn.1>

Zoom URL

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  - b. Executive Session – Consultation with Legal Counsel regarding Pending Litigation
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Jackie Hanson, Superintendent  
Christy House, Elem./MS Principal  
Josh Andrews, HS & PACE Principal

## Memorandum Item 7a

TO: CCSD School Board Members  
FROM: Jackie Hanson, Superintendent  
DATE: February 2, 2026  
SUBJECT: CEMS Rehabilitation Project – Change Order Proposal 17 (MDP Issue)

The purpose of this memo is to inform the Board of an unanticipated electrical code issue identified during construction on the Craig Middle School (CEMS) Rehabilitation Project and the resulting Change Order Proposal (COP) No. 17.

As part of the remodel, the electrical subcontractor was required to disassemble the existing Master Distribution Panel (MDP) to connect new conduit and wiring. During this process, it was discovered that the service feeders within the MDP are isolated - meaning the three (3) electrical phases are separated into individual conduits rather than each conduit containing all three phases and a neutral conductor.

This configuration does not meet current National Electrical Code (NEC) requirements and must be corrected in order to safely and legally complete the remodel. Addressing this issue is necessary for code compliance, system reliability, and the continued operation of the facility.

Attached for the Board's review are:

- A narrative from Architects Alaska
- The original Request for Information (RFI) and RFI Response
- The Change Order Proposal (COP) from Tongass Electric
- The Grand Total of COP 17 from McG Constructors

Approval of COP 17 is recommended to ensure the project will proceed in compliance with current electrical code and safety standards.

Suggested Motion: Move to approve Change Order Proposal (COP) No. 17 for the CEMS Rehabilitation Project related to the Master Distribution Panel (MDP) electrical code compliance issue, in the total amount of \$37,989.10, as presented.

**Narrative for MDP Change Order Proposal**

This Change Order Proposal (COP) originated with RFI 107 received from the general contractor at the end of December 2025. The electrical subcontractor was required to take apart the existing Master Distribution Panel (MDP) serving the middle school as part of the effort to tie in new electrical conduit and wiring for the school remodel. At that time, the electrical subcontractor determined that the service feeders inside the MDP were isolated. That is, the three phases for the electrical power were divided between separate conduits instead of each conduit containing wires for all three phases along with a neutral wire.

The configuration of the service feeders does not meet the requirements of current electrical code (NEC) and will need to be addressed in order to complete the work for the remodel project. The electrical engineer with Respec recommended replacement of the existing feeders with new service feeders that have properly grouped phases.

Based on the engineer's recommendation, AAI requested that the general contractor's electrical subcontractor provide a cost proposal to do this work. A formal COP was submitted to AAI and the District on 2/02/2026 for replacement of the service feeders.

In order to perform this work, the contractor will need to temporarily interrupt power to the Middle School and the Elementary School. Per the subcontractor, the length of the interruption is planned not to exceed two days. The general contractor is working with the District to schedule the interruption to take place starting on Friday, February 13, and running through that Saturday and Sunday. Temporary generator power will be provided to the Middle School during the shutdown but not to the Elementary School.

**Date:** 12/29/2025 03:07 PM

**Type:** Request for Information

**RFI #:** 1083-107

**Project:** Craig ES MS

**Title:** Urgent RFI (MDP)

**Status:** Draft

**Ref. Change Order:**

**To:** Stephen Henri (Alaska Architects )

**From:** Chad McGraw

**Information Requested:** MDP went well, only had one major issue come up.

As we took apart the old MDP we noticed the feeders were isolated, meaning the 1st pipe was all A phase with a neutral, 2nd pipe was all B phase with a neutral and the 3rd pipe was C phase with a neutral. There was no way anybody could have seen this before hand, none of the wires were labeled nor phased. All the feeder wire was bunched up in the far back of the MDP and grouped together, no way of knowing beforehand.

Since the old MDP was completely disassembled I made the judgment call to install the new MDP with the current setup.

The old MDP was ok with this setup because it was open at the bottom. But another issue is the underground pipe is rigid, thats another violation.

As of now the school is in violation having their feeders isolated. There are at least 3 code violations that talk about this situation. Now NEC 300.20 (B) gives us a solution to fix the school's problem to the cabinet. The other issue is if the pipe is all rigid underground that's another code violation. I recommend letting the electrical engineer and the school know of this issue. Engineer may want to go another route for liability reasons. Cause this is a concern. As of now we are fine with it not overheating since there isn't much of a load on our MDP. Another option would be rearrange the feeders in the transformer but that would be very time consuming and the transformer feeders may not be long enough. We could use inline compression sleeves to extend the feeder wires.

**Response:**

The service feeders between the transformer and the middle school MDP presently consist of (3EA) runs of 3-1/2" C, 4 No. 500 conductors. This transformer and these service feeders are owned by the middle school, not AP&T.

The service feeders are required to all be the same length and with the three phases grouped in each conduit with a neutral. The existing service feeders were installed with the three phases isolated in each conduit.

To provide code-compliant service feeders, it is recommended to replace the service feeders between the transformer and the middle school MDP. The new service feeders shall all be the same length and shall have grouped phases as required by code.

**Alternative Response:**

Terminate the existing service feeders in different terminations inside the transformer to group the phases correctly. Provide in-line compression sleeves to extend the feeders inside the transformer to keep all feeders the same length as necessary.

This is extra work. To perform this work, a shutdown of the middle school will be required which will incur a cost from AP&T to disconnect the utility.

-Kyle Drapeaux, 12/31/2025



## CHANGE ORDER PROPOSAL #17

SUBMITTED TO: MCG Constructors Inc  
EMAIL: [chad@mcgconstructors.com](mailto:chad@mcgconstructors.com)  
PHONE: (360) 312-6578  
PROJECT: Craig Schools Renovation, MDP New Wires  
DATE: January 30, 2026

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Tongass Electric is submitting a bid for the work on the above PROJECT for a base price of **THIRTY-THREE THOUSAND THIRTY-FOUR Dollars (\$33,034.00)**.

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This quote includes the material, travel, and labor to complete the following:

- Removal of existing and Installation of new feeders, installed in existing underground conduit, between the transformer and the MS main distribution panel per RFI #107.
- Feeders to be 400 MCM XHHW as opposed to 500 MCM as specified (smaller wire, less expense, easier to pull).
- Provide interum power supply (20 KW Generator) to the MS for a period of time not to exceed 2 days.
- Materials to be shipped from SEA via AML.
- Target date to complete this work is 2/12-2/15. For this to happen, COP must be signed by 2/4, so materials can make the cut-off for the barge sailing out of SEA.

This quote excludes:

- We will be pulling the existing wires out using 6,000 lb. tugger. If for any reason, the wires cannot be pulled out using the tugger, we will have to cut and expose sections of underground conduit. This is not expected but it is a risk when pulling wires in or out of existing underground conduit (damage, settling, etc.) and any costs associated with these unforeseen circumstances, will be invoiced separately on a T&M basis.
- Power to the MS and ES is expected to be disconnected for 1-2 days. Providing interum power to the ES is not included.

### COST BREAKDOWN:

Materials Cost	\$23,554.00
<u>Labor Cost</u>	<u>\$ 9,480.00</u>
TOTAL	\$33,034.00



Electrical work will be completed by licensed electricians and according to National Electrical Code Standards. Tongass Electric is a licensed, bonded, and insured electrical contracting company.

PAYMENT TERMS: Progress billing, NET 30. Please be advised that we will charge 1.5% interest per month on late invoices. A processing fee of 3% shall be applied to all credit card payments.

Accepted by \_\_\_\_\_ Date \_\_\_\_\_  
*Customer Signature*

Business License #: 1041324  
Contractor License #: 114300  
Electrical Administrator #: EADE1432



**Quotation**

10007 Crazy Horse Dr.  
 JUNEAU AK 99801-8528  
 907-463-9913

QUOTE DATE	QUOTE NUMBER
01/28/26	S014862340
ORDER TO: 106 NORTH COAST ELECTRIC 10007 Crazy Horse Dr. JUNEAU AK 99801-8528 907-463-9913	PAGE NO.  <b>1 of 2</b>

QUOTE TO:  
 TONGASS ENTERPRISES LLC  
 dba TONGASS ELECTRIC  
 405 7TH STREET  
 CRAIG, AK 99921

SHIP TO:  
 TONGASS / CRAIG EM MS SCHOOL R  
 100 SCHOOL WAY  
 CRAIG, AK 99921

CUST. NO.	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON
191829	CRAIG MS		Jordan Spriggs

WRITER	SHIP VIA	TERMS	FREIGHT ALLOWED
GUY GLEASON	WILL CALL	Net	No

ORDER QTY	DESCRIPTION	Unit Price	Net
864ft	***** Shipping Instructions ***** * Deliver to: Tongass Electric Craig, * * 5615 W Marginal Way SW, Seattle, WA * * 98106 * ***** WIRE XHHW-400-BLK-37STR-CU-CUT REEL Cut Ticket Comment Cuts: 12 @ 72 ft STOCK IN PRIORITY WIRE WHSE, SEATTLE, WA	14.486	12515.93
12ea	FACTORY CUT CHARGE	40.000	480.00
12ea	T&B 54116 400MCM BLUE 1H COP LUG STOCK IN NCE AUBURN, READY TO SHIP.	12.142	145.71
20FT	PVC 3-1/2-IN-SCH-80-CONDUIT-10FT *** SCHEDULE 80 ***	4.000	80.00
6ea	STL-CTY HC409 3-1/2 COMP COND CONN STOCK IN ABB MFG PLANT 2-3 WEEK LEAD TIME	407.105	2442.63
6ea	PVC 3-1/2-IN-FEMALE-ADPT GOOD STOCK	4.516	27.10
3ea	PVC 3-1/2-PVC-EXPAN-CPLG-6-IN-MAX SHIPS FROM MFG, LEAD TIME 2-3 WEEKS.	84.388	253.16
6ea	BRDGPOR 109-S 3-1/2 STL CND LKNT GOOD STOCK	4.591	27.55
3ea	BRDGPOR 329 3-1/2 105D PLSTC BUSH GOOD STOCK	1.700	5.10
TAXES NOT INCLUDED			

All transactions are subject to and exclusively governed by our Terms and Conditions of Sale, which are incorporated herein and available at <https://www.northcoastelectric.com/TermsandConditions>  
 Additional or conflicting terms are rejected, void, and of no force or effect.

<b>Subtotal</b>	<b>15977.18</b>
<b>S&amp;H Chgs</b>	<b>0.00</b>
<b>Total</b>	<b>15977.18</b>



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191829	CRAIG MS		Jordan Spriggs
WRITER	SHIP VIA	TERMS	FREIGHT ALLOWED
GUY GLEASON	WILL CALL	Net	No

**Terms and Conditions of Sale for Quotes**

- A. Seller assumes no responsibility whatsoever for any interpretation of bid documents, plans, or specifications provided to Seller (i.e., customer shall be solely responsible for ensuring interpretation of such documents, plans and/or specifications and for conformity and appropriateness of all goods and services ordered in comparison to same).
- B. Prices are subject to change at any time prior to shipment unless otherwise agreed in writing signed by an authorized Seller representative.
- C. Pricing and estimated delivery dates are based solely on the quantities and specific products and/or scope of services identified in this quote. Seller may refuse, terminate, or change pricing, estimated dates, and other terms of its offer if customer requests changes or deviations from the original quote. Unless an authorized Seller representative accepts customer's proposed deviations in an explicit signed agreement modifying this quotation, any such proposed deviations are automatically rejected, void, and of no force or effect.
- D. Quotation does not include special mounting or installation hardware, equipment options, accessories, samples, spares, or mock-up equipment unless otherwise noted.
- E. Seller is not responsible for the design of the project or any goods supplied.
- F. Seller reserves the right to increase the pricing quoted herein to account for force majeure events, the imposition of new or increased tariffs, shipping costs, import/export fees, duties, customs, or taxes, currency fluctuations, or increases in commodity or market pricing.
- G. Pre-shipment of anchor bolts is plus freight.
- H. Where applicable, fabrication and shipment of goods can only be made after Seller receives the following: (i) purchase order conforming to this Quotation, (ii) customer's verification and approval of technical information, (iii) approved Submittal Drawings, and (iv) credit approval.
- I. Lead times are strictly estimates. Seller is not responsible for ship dates beyond estimated dates unless Seller's President or VP Finance otherwise explicitly agrees in a signed writing as part of this Quotation and then only to the extent so agreed.
- J. All orders are FCA Shipping Point, prepaid and billed, unless otherwise noted in quote.
- K. Logistic solutions, storage, handling, kitting, expedited or special delivery, testing, including, but not limited to, infrared scanning and NETA testing, spares, start-up, installation, commissioning, arc flash studies, and other services are excluded unless otherwise specified in this quote. Please contact your Seller representative for additional information on any such services if desired.
- L. This quotation and all related transactions are also subject to the applicable manufacturer's published warranties, including all applicable disclaimers, exclusions, and limitations.
- M. This quotation constitutes Seller's confidential information, and customer shall not share or distribute this quotation to third parties other than to the extent reasonably necessary to process the transactions contemplated herein with Seller.
- N. Unless otherwise expressly agreed in a separate writing signed by Seller's President or VP Finance, Seller does not agree and is not subject to any contractual flow-down or pass-through terms from customer, including, but not limited to, DFARS, FARs, Prime Contracts, Minority Business requirements, Buy America Act, etc.



# Acknowledgement

10007 Crazy Horse Dr.  
 JUNEAU AK 99801-8528  
 907-463-9913

ORDER DATE	ORDER NUMBER
01/14/26	S014831519
ORDER TO: 106 NORTH COAST ELECTRIC 10007 Crazy Horse Dr. JUNEAU AK 99801-8528 907-463-9913	PAGE NO.  <b>1 of 1</b>

SOLD TO:  
 TONGASS ENTERPRISES LLC  
 dba TONGASS ELECTRIC  
 405 7TH STREET  
 CRAIG, AK 99921

SHIP TO:  
 TONGASS ENTERPRISES LLC  
 PO BOX 415  
 CRAIG, AK 99921-0415

CUST NO.	CUSTOMER ORDER NUMBER	RELEASE NUMBER	TERMS		
112390	CRIMPER		Net Due 25th		
ORDERED BY	WRITER	SHIP VIA	SHIP DATE	FRT ALLOWED	
MIKE	JORGE ALBA LUNA	ALASKA SEA PLANE	01/14/26	No	

ORDER QTY	DESCRIPTION	Net Prc	Ext Prc
	***** Shipping Instructions ***** * ALASKA SEAPLANES JUNEAU - * * CRAIG/KLAWOCK JONAH STONE 907 821 * * 8296 * *****		
1ea	MILW 2679-20 LIKELY SUBJECT TO TAX	2545.80/e	2545.80
1ea	MILW 49-16-KITC CRIMPING DIE KIT LIKELY SUBJECT TO TAX	911.17/e	911.17
1ea	MILW 49-16-KITA DIE KIT LIKELY SUBJECT TO TAX	816.42/e	816.42

All transactions are subject to and exclusively governed by our Terms and Conditions, which are incorporated herein and available at <https://www.northcoastelectric.com/TermsandConditions>. Additional or conflicting terms are rejected, void, and of no force or effect.

<b>Subtotal</b>	<b>4273.39</b>
<b>S&amp;H CHGS</b>	<b>0.00</b>
<b>Sales Tax</b>	<b>0.00</b>
<b>Amount Due</b>	<b>4273.39</b>

**CRAIG**

400 PORT BAGIAL BLVD  
CRAIG, AK 99921  
Phone (907) 826-2924  
FAX (907) 826-2956  
Inside Sales MIKKI HANSEN  
Outside Sales



**ESTIMATE**

INVOICE # **C673415**  
INVOICE DATE 1/28/2026  
**NET DUE 30 DAYS**  
Page 1 of 1

Ordered By: **PO No.**

SOLD TO: TNGSEL

SHIPPED TO:

TONGASS ELECTRIC  
PO BOX 415  
CRAIG AK 99918

PHONE: (907) 617-9246 FAX:

ITEM	Ordered	DESCRIPTION	Daily Ea	Weekly Ea	Monthly Ea	TOTAL
486000	1	GENERATOR 6 KW	95.00	390.00	990.00	95.00
483600	1	GENERATOR 3.6 KW	85.00	335.00	940.00	85.00
4620000	1	GENERATOR 20 KW	200.00	700.00	1,900.00	200.00
46100000	1	GENERATOR 100 KW	600.00	1,800.00	4,000.00	600.00

SUBTOTAL	<u>\$980.00</u>
Sales Tax	<u>\$0.00</u>
	<u>\$0.000000</u>
<b>ESTIMATE TOTAL</b>	<u><b>\$980.00</b></u>

Printed Name: \_\_\_\_\_

Signature x: \_\_\_\_\_



Alaska Marine Lines, Inc.  
5615 W. Marginal Way S.W.  
Seattle, WA 98124  
[www.lynden.com/aml](http://www.lynden.com/aml)

**Rate Quote** **AML260130087**  
**Quote Date** **30 Jan 2026**

**Requested by:**  
TONGASS ELECTRIC  
Email: ADMIN@tongasselectric.com

**Prepared by:**  
Monica Douglas  
Email: [CRGCS@lynden.com](mailto:CRGCS@lynden.com)

**Description:** ELECTRICAL WIRE

**ELECTRICAL WIRE**

		<b>ORG</b>	<b>DST</b>			<b>Routing</b>			<b>Mode</b>				
		SEATTLE	CRAIG			Dock - Dock			Water - Barge				
<b>Qty</b>	<b>Commodity</b>	<b>Pkg Type</b>	<b>Description</b>	<b>Dimensions (LxWxH)</b>		<b>Weight</b>	<b>Total Wt</b>	<b>Min Qty</b>	<b>Rate</b>	<b>Basis</b>	<b>Rated As</b>	<b>Charge</b>	
1	1300-003	PLT	LCL - ELECTRICAL WIRE			600	600	1	54.90	CWT	600.00	\$329.40	
1	1300-003	PLT	LCL - ELECTRICAL WIRE			600	600	1	54.90	CWT	600.00	\$329.40	
									Fuel Related Surcharge; subject to the rate in effect at the time of shipment.		11.00%	PCT	\$72.47
<b>Subtotal</b>						1,200 lbs						\$731.27	
<b>Estimated Total</b>						1,200 lbs						\$731.27	

**General Quote Notes**

**Next Steps:**

1. **Fill out an [AML Bill of Lading](#) - required for all shipments:** Customer completed bills of lading are subject to review and correction by Carrier.
2. **Make a booking:** If you are ready to schedule your shipment, please complete a shipping request on our website.  
[Book a Shipment | Alaska Marine Lines \(lynden.com\)](#)
3. **Deliver your cargo in Seattle:**

**Breakbulk / Full Shipper Loaded Containers & Platforms:**  
Alaska Marine Lines  
5600 W. Marginal Way SW  
Seattle, WA 98106

**LCL Shipments & Full Container Transloads:**  
Alaska Marine Lines  
5615 W. Marginal Way SW  
Seattle, WA 98106

**Dropoff Instructions:** [www.lynden.com/aml/about/locations/](http://www.lynden.com/aml/about/locations/)

**For shipments requiring pre-payment, please remit check payments to:**  
AML  
P.O. Box 34026  
Seattle, WA 98124-1026

Online payments can be made at <http://www.lynden.com/pay/>

**Fuel Surcharge:** Rates are subject to Carrier's applicable fuel surcharge in effect at the time of shipment.

**ESTIMATE:** Rates and charges stated herein are estimates only based on the shipment specifications provided, including, but not limited to, cargo description, dimensions, and weight, as well as requested origin and destination points, and shall not be construed as a tariff. Freight charges shall be assessed based on the actual weight, dimensions and services provided as verified and rates in effect when cargo is received.

**Personal Property Restrictions - Pickup Trucks:** Personal property is not permitted above the level of bed sides and must be adequately secured and protected by shipper. Load is subject to carrier inspection and approval.

**Personal Property Restrictions:** Personal effects are not permitted in the front seat or on the floor behind the driver's seat, and must not obstruct visibility through the windows. 360 degree visibility is required. Personal effects are not permitted on roof or racks unless loaded to a car-top carrier designed specifically for such use.

Carrier's liability shall be limited as outlined in Alaska Marine Lines' STB AKMR RULES TARIFF 100 (available online at [www.lynden.com](http://www.lynden.com)); cargo valued at \$75,000 or greater will be assessed an additional charge of 2% of the total value as declared on the bill of lading.

**CREDIT:** Until you have been approved for credit with Alaska Marine Lines, you will be required to pre-pay your freight charges in full.

**Demurrage:** Containers, platforms and chassis will be allowed 5 days free time beginning either a) the day equipment is removed from Carrier's terminal at origin or b) the following day after the vessel arrives at the destination port. Please refer to AML Rules Tariff AKMR 100, series, Rule 501 (available at <http://www.lynden.com/aml/tools/tariffs-and-forms.html>) for applicable rates.

Rates herein are valid for 30 days from the date shown above.

Cargo is transported on open deck barge. Shipper is responsible to sufficiently pack or prepare goods to withstand the normal rigors of barge transportation. Please visit our website for packaging instructions, available at <http://www.lynden.com/aml/tools/tariffs-and-forms.html>.

Rates that include pickup and/or delivery service apply within the zone(s) as defined in Carrier's applicable tariff. Pickup or delivery service may be available beyond the standard delivery zones; however, additional charges may apply.



Alaska Marine Lines, Inc.  
5615 W. Marginal Way S.W.  
Seattle, WA 98124  
[www.lynden.com/aml](http://www.lynden.com/aml)

**Rate Quote**    **AML260130087**  
**Quote Date**    **30 Jan 2026**

All services are subject to the standard terms and conditions of Alaska Marine Lines' tariff and/or bill of lading (available at <http://www.lynden.com/terms-conditions.html>). Any bill of lading or other shipping document issued shall not be effective to the extent it conflicts with our terms and conditions. By shipping with Alaska Marine Lines you are acknowledging acceptance of our terms and conditions. When rates are offered that differ from our common carrier tariffs, those rates are offered as contract rates. By shipping with Alaska Marine Lines you are contractually accepting such terms and conditions and the rates offered, and pursuant to 49 U.S.C. §14101(b) you expressly waive any other rates and terms of service (including rights and remedies) which may be to the contrary.

# TERMS AND CONDITIONS

## 1. DEFINITIONS.

- a. "Carrier" refers to the Lynden entity engaged by Shipper to provide transportation services with respect to the goods. For a list and description of the various Lynden entities, please visit our website at: [WWW.LYNDEN.COM](http://WWW.LYNDEN.COM).
- b. "Consignee" refers to the entity identified by Shipper and agreed by Carrier as the entity to receive the goods.
- c. "Goods" refers to those items of goods, cargoes, commodities and other personal property with respect to which Carrier has been requested to or does perform transportation services, including all items and materials associated with the goods, such as any boxes, crates, cradles, pallets, tanks, platforms, flatracks and/or containers.
- d. "Entity" refers to all forms of business entities as well as to natural persons.
- e. "Load" refers to all goods of Shipper in/on a single container, flatrack, platform, trailer, etc.
- f. "Shipper" refers to the entity engaging Carrier with respect to the goods as well as the owner(s), consignor, consignee and all others who may have right of claim by, through or with respect to the goods.
- g. "Shipment" refers to all goods identified on a singularly numbered bill of lading or air waybill, as applicable (but which bill of lading or air waybill may contain multiple parts).
- h. "Package," for purposes of COGSA and as otherwise applicable herein, shall mean: i) the entire contents (including all individual packages, boxes and crates and all Goods contained in each such package, box or crate) of a shipping device in the case of goods transported by Carrier in or on a shipping device defined as including, but not limited to, containers, vans, trailers (of all kinds), tanks, platforms or flatracks; or ii) the entire content of a unitized lift in the case of goods bundled, strapped or otherwise secured together and forming a unit transported by Carrier and not otherwise loaded in or on a shipping device; or iii) any individual unit of cargo including machinery, equipment and other items transported as a single unit without further consolidation; or iv) in the case of bulk goods or goods not otherwise defined herein, the totality of goods identified on a singularly numbered bill of lading issued by Carrier. Notwithstanding the foregoing, in the event that Carrier consolidates goods from different customers into/onto a shipping device or as a portion of a unitized lift, for Carrier's benefit and not at the direction of Shipper, the "package" definition in subsections (i) and (ii) above shall be modified such that content is defined as that portion of the content being transported for Shipper.

## 2. FREIGHT AND OTHER CHARGES.

- a. **Freight, Storage and Other Charges.** Freight, storage and other charges of Carrier shall be as identified by Carrier in its applicable rate quotation, transportation agreement, bill of lading, air waybill and/or tariff, and invoicing, as applicable. Freight, storage and other charges based upon inaccurate or incomplete instructions or particulars may be recalculated by Carrier at any time without advance notice.
- b. **Other Charges and Expenses.** Shipper shall be responsible for all charges and expenses relating to the goods and/or their transportation, including, without limitation, all dues, taxes, duties, fines and penalties, advances made by Carrier, additional costs and expenses incurred by virtue of Shipper's actions, omissions or failure to comply with its obligations hereunder, as well as those incurred as a result of unforeseen or extraordinary circumstances.
- c. **Payment.** Freight, storage and other charges shall be deemed fully earned upon tender of the goods by Shipper for transportation and payable in advance and prior to delivery unless otherwise agreed in writing by Carrier. Amounts due Carrier shall be paid in U.S. dollars without deduction or offset. Interest on amounts due but not paid shall accrue at the rate of one and one-half percent (1.5%) per month. Shipper, including all entities falling within the definition of that term above, shall be jointly and severally liable for payment of all amounts due Carrier.
- d. **Lien.** Shipper, including and on behalf of all entities falling within the definition of that term above, agrees that Carrier shall be entitled to a security interest in and lien upon all present and future inventory, fixtures, equipment, personal property of Shipper, including without limitation all goods of Shipper in Carrier's constructive or actual possession, and all accounts, accounts receivable, general intangibles, cash, chattel paper, deposits, and similar property, to secure the payment of any freight, storage or other charges or amounts owed by Shipper to Carrier, with such security interest and lien to survive delivery and otherwise remain until all amounts due have been paid to Carrier in full. Shipper authorizes Carrier to file financing statements and agrees that Carrier may exercise all rights available hereunder, at law and/or in equity for and in furtherance of the same, including store and/or sell such goods, at the risk and expense of Shipper, unless and until all such amounts have been paid to Carrier.

3. **INFORMATION FROM SHIPPER.** Shipper warrants the accuracy and completeness of all information, instructions and particulars relating to the goods, including their nature, description, special characteristics, marks, number, weight, volume and quantity, etc., upon all of which Carrier shall rely. Shipper shall reimburse Carrier for any loss or expense (including additional charges) resulting from any such inaccurate or incomplete information, instructions or particulars.

4. **HAZARDOUS GOODS.** Shipper must identify to Carrier in writing prior to shipment any goods which require specialized handling or are dangerous or hazardous, and Carrier must specifically agree in writing to transport the same. In such an event, Shipper shall provide complete and accurate handling instructions and information, including relevant safety procedures, and shall be responsible for the completion of all documentation required and otherwise for compliance with applicable regulations and laws relating to the goods and/or their transportation. Should, in Carrier's opinion, any goods create a risk of harm to persons or property and/or make the transportation impractical, Carrier may discharge, store and/or dispose of any or all such goods at Shipper's sole risk and expense.

5. **REFRIGERATED, PERISHABLE AND VALUABLE GOODS.** Shipper must identify to Carrier in writing prior to shipment any perishable, temperature controlled, keep from freezing, chilled or frozen goods, and Carrier must specifically agree to transport the same. In such an event, Shipper shall identify in writing to Carrier the nature of the goods and the special conditions, temperature, humidity, etc. under which they are to be transported and shall also be responsible for tendering the goods to Carrier with a uniform core temperature below that at which the goods are to be transported. Carrier shall not be responsible for freezing down or reducing the core temperature of goods but, rather, only for maintaining an ambient temperature in the relevant conveyance such that the core temperature of such goods remains within ten (10) degrees Fahrenheit of the temperature at which such goods were tendered to Carrier. Carrier shall not be responsible for stains, discolorations, holes, chafing, breakage or spilling of lumber, timber, plywood, wood products, etc., whether or not protected and/or covered. Shipper shall not tender for transportation any art objects, bank bills, coins, currency, drafts, notes, valuable papers, precious metals, precious stones, antiques or any other rare, old, precious or semi-precious articles of extraordinary value. Shipper shall not tender for transportation any live animals without prior notice and Carrier's express consent.

6. **TENDER OF GOODS.** Shipper shall be responsible for tendering the goods to Carrier at the time and place identified, with all such goods to be in good order, count and condition, and packaged, protected, packed, stowed and/or shored sufficiently to withstand the rigors of storage and transportation, including without limitation transportation by uncovered barge and exposure to weather, moisture, humidity, heat, rolling, pitching and similar barge movements, if applicable.

7. **ROUTES, METHODS, ETC.** Carrier shall perform with due diligence but does not warrant or guarantee any particular speeds or departure/arrival dates/times. Carrier shall have liberty with respect to the selection of conveyances, routes, procedures, modes and methods of transportation. Carrier shall not be responsible for any delay, inability to perform or failure to perform caused by events beyond its direct and reasonable ability to control, including without limitation, ice or other conditions preventing or delaying a vessel in reaching a loading or discharge berth, the loading or unloading of cargo, or the departure of a vessel. In the event of such a hindrance or delay, Carrier shall, if feasible, notify Shipper and request alternate instructions, or if insufficient time exists or instructions are not provided Carrier may, at Shipper's risk and expense, deviate, discharge, store and/or dispose of the goods as it deems reasonable under the circumstances.

8. **LIBERTIES.** Carrier shall be at liberty to call at any port/place to replenish fuel, oil, stores or other necessities and/or make repairs. Carrier may deviate in attempt to save life or property, and with respect thereto may leave the cargoes in a position believed safe. Carrier may select any route, speed, transportation arrangement believed reasonable under the circumstances, including tandem barge towage if by water. In the event of accident, danger, damage, disaster or other event occurring after departure on any voyage or trip which, in the opinion of Carrier, prevents or may prevent the safe completion of such, Carrier may deviate, discharge, store and/or dispose of goods at Shipper's risk and expense.

9. **IN-TRANSIT STORAGE.** Upon Shipper's instruction or with its consent, Carrier may store goods in-transit. Upon notice to and approval from Carrier (which shall not be unreasonably withheld), Shipper shall be given access to goods stored in-transit during normal business hours for the facility, provided that Shipper is accompanied by a representative of Carrier and an additional access charge may apply. All storage of the goods shall be deemed in-transit and subject to these terms and conditions unless agreed otherwise by Carrier in writing, including through Carrier's issuance of a warehouse receipt.

10. **DELIVERY OF GOODS.** Carrier shall deliver or arrange for delivery of the goods to Consignee at the location identified by Shipper and agreed by Carrier. Consignee shall be obligated to receive and take the goods as promptly as they can be discharged/unloaded from the conveyance, with such discharge/unloading to be at Shipper's risk and expense. Goods received and taken by Consignee, tendered to Consignee and refused or otherwise not received and taken, seized by government authority and/or under legal process, which cannot be delivered because of Shipper's act, fault or neglect, including inaccuracy/inadequacy of instructions or particulars, or which for any other reason beyond Carrier's control have not promptly been received and taken, shall nonetheless be deemed fully delivered to Consignee and Carrier's responsibility with respect to such goods and this agreement shall thereupon cease. Any actions taken by Carrier with respect to the goods thereafter shall be performed as Shipper's agent and at Shipper's risk and expense.

11. **INTERNATIONAL TRANSPORTATION BY AIR.** In the event of international transportation by air, the Montreal Convention may be applicable. In such an event, the transportation by air shall be subject to said Convention and Carrier's liability for loss/damage to the goods shall be limited in accordance with said Convention, which shall override anything herein to the extent of any conflict. Shipper should contact Carrier directly, and review its applicable schedule/tariff(s), available at [WWW.LYNDEN.COM](http://WWW.LYNDEN.COM), for more information as to international transportation by air.

12. **TRANSPORTATION BY WATER.** In the event of transportation by water, domestic or international to/from the United States, the U.S. Carriage of Goods By Sea Act (COGSA) shall be incorporated herein and applicable at all times the goods are in Carrier's custody, care and/or control, including before loading to the vessel, through transportation, after discharge and until delivery. In addition, for transportation by water, Shipper hereby authorizes transportation on deck and/or by unmanned barge, and acknowledges that New Jason/General Average and Both to Blame clauses shall be applicable and incorporated herein. Shipper should contact Carrier directly, and review its applicable schedule/tariff(s), available at [WWW.LYNDEN.COM](http://WWW.LYNDEN.COM), for more information as to transportation by water.

13. **LOSS/DAMAGE TO GOODS.** Carrier's liability with respect to the goods, and/or Shipper, Consignee and/or any other person or entity claiming by, through or with respect to the goods, and whether for loss, damage, delay, shortage, misdelivery, failure to deliver or otherwise, shall be only as follows:

- a. **Exceptions.** Carrier shall not be liable for any loss, damage, delay, shortage, misdelivery, failure to deliver or other result caused by: act of God; peril of land, sea or air; act of terrorism; act of public enemy; act of war; act of public or government authority or other with apparent authority; fire, unless caused by the actual fault or privity of Carrier; pandemic, epidemic and/or quarantine; act or omission of Shipper, its agent or representative; strike, lockout or other labor dispute; sabotage; riot or other civil commotion; wastage in bulk or weight or arising from the nature of the goods; inherent vice or latent defect of the goods; improper and/or insufficient packing, securing, packaging, marking or addressing; compliance with instructions from Shipper; goods loaded by Shipper into sealed containers or other packages, providing the seal or package remains unbroken and not physically damaged; errors in operation or navigation of a vehicle, vessel or other conveyance; or any other cause or event arising without the actual fault and privity of Carrier.

- b. **Consequential Damages.** Carrier shall not be liable for any indirect, consequential or special damages of any type or nature whatsoever and howsoever arising, including without limitation any claim for loss of profits, loss of income, loss of business opportunity, business interruption, loss of use and/or loss of ability to use undamaged component or system parts, regardless of whether resulting from negligence, breach or otherwise, and/or whether such may have been foreseeable.

- c. **Limitation of Liability and Option to Declare Higher Value.** Subject to section 11 (international transportation by air) and section 12 (transportation by water), above, as applicable, Carrier's liability with respect to the goods, and whether for loss, damage, delay, shortage, misdelivery, failure to deliver or otherwise, shall be the lesser of the actual cost to repair, replace and/or deliver the goods or the valuation applicable to Carrier identified directly below:

ALASKA MARINE LINES, INC.	: \$500 per package/cfu under COGSA
	However, in some cases Alaska Marine Lines, Inc. has accepted certain extended liability for cargo loss or damage as outlined in its tariffs. Such tariff provisions shall supersede this Bill of Lading when in conflict, but only to the extent of such conflict.
ALASKA MARINE TRUCKING, LLC	: \$.50 (fifty cents) per pound.
ALASKA WEST EXPRESS, INC.	: \$.10 (ten cents) per pound.
LTI, INC.	: \$.10 (ten cents) per pound.
LYNDEN AIR CARGO, LLC	: \$.50 (fifty cents) per pound, but with a minimum of \$50 per shipment.
LYNDEN AIR CARGO (PNG) LTD.	: \$.50 (fifty cents) per pound, but with a minimum of \$50 per shipment.
LYNDEN LOGISTICS, INC. (FKA LYNDEN INTERNATIONAL)	: \$.50 (fifty cents) per pound, but with a minimum of \$50 per shipment.
LYNDEN LOGISTICS SERVICES, INC.	: \$.10 (ten cents) per pound.
LYNDEN TRANSPORT, INC.	: \$20 (twenty dollars) per pound, up to a maximum of \$200,000 per load.

All amounts above are in US dollars. Notwithstanding the foregoing, for goods originating in Canada and transported by motor Carrier, Carrier's liability shall be the lesser of the actual cost to repair, replace and/or deliver the goods or CAN \$2.00 per pound, up to a maximum of US \$200,000 per load.

However, if Shipper has declared in writing to Carrier a valuation for the goods which is higher than the foregoing amount, and Carrier has agreed to carry the goods at the higher valuation so declared, then Carrier's liability shall be the lesser of the actual cost to repair, replace and/or deliver the goods or the higher valuation so declared and agreed, with Shipper to pay increased freight charges for any such declaration as set forth in Carrier's applicable rate tariff and/or other schedule of charges.

Carrier shall not be liable to Shipper or any other claiming by, through or with respect to the goods, whether for loss, delay, shortage, misdelivery, failure to deliver or otherwise, or in tort, contract or upon any other theory, other than as set forth herein, and Shipper agrees to indemnify and hold Carrier harmless (including legal fees and costs) from and against any other or further loss, damage, expense, liability, claim, fine, penalty and/or suit arising out of or in any fashion whatsoever relating to the goods or their transportation.

- d. **Delivery and Inspection.** Delivery of the goods without written notification of damage on the bill of lading, way bill or delivery receipt shall be prima facie evidence that the goods have been delivered in the same good order, count and condition as when initially received by Carrier.

- e. **Claims.** As a condition precedent to any recovery against Carrier:

1. The goods must be carefully inspected by Shipper or Consignee immediately upon delivery, and any loss or damage which would then be evident must be noted in writing to Carrier on the bill of lading, waybill or delivery receipt, or the goods shall be conclusively presumed to have been delivered in the same good order, count and condition as when initially received by Carrier;
2. In the event of any loss or damage not ascertainable at delivery, written notice must be given to Carrier within three (3) days of delivery for transportation by water, under COGSA, within seven (7) days of delivery for U.S. domestic air transportation, and otherwise within fifteen (15) days of delivery, after which time and with no written notice having been given it shall be conclusively presumed that the goods were delivered in the same good order, count and condition as when initially received by Carrier;
3. In the event of goods delayed, lost or otherwise not timely delivered, Carrier must be given written notice within three (3) days of delivery for transportation by water, under COGSA, within seven (7) days of delivery for U.S. domestic air transportation, and otherwise within fifteen (15) days of delivery, or from the date upon which the goods should have been delivered, or the goods shall be conclusively presumed to have been delivered in the same good order, count and condition as when initially received by Carrier;
4. Carrier shall have a reasonable opportunity to inspect the goods, including their packing and packaging, in the same condition as upon delivery and before any alteration or destruction thereof;
5. Written claim for loss/damage, specifying the full particulars thereof and the amount(s) being claimed, must be filed with Carrier within ninety (90) days, for U.S. domestic air transportation, or otherwise within nine (9) months of delivery, from the date on which the goods should have been delivered, or the date on which Carrier disallowed the claim or pertinent part of the claim, whichever is later;
6. Suit against Carrier must be filed within one (1) year for transportation by water, under COGSA, within one (1) year for U.S. domestic air transportation, or otherwise within two (2) years, from delivery, the date which the goods should have been delivered, or the date on which Carrier disallowed the claim or pertinent part of the claim, whichever is later; and
7. There shall be no recovery against Carrier until freight and all charges due Carrier with respect to the goods and/or their transportation have been fully paid and received by Carrier.

14. **SUBCONTRACTING.** Carrier shall be entitled to subcontract on any terms and/or conditions the whole or any part of the transportation services, including without limitation to its affiliated entities, with all such subcontractors entitled to the same limitations on, and exemptions and defenses to, liability granted to Carrier hereunder, at law or otherwise.

15. **EXTENSION OF BENEFITS.** All limitations upon, and exceptions and defenses to, liability granted to Carrier hereunder, or at law or otherwise shall be automatically extended to all parent, subsidiary and/or affiliated entities of Carrier (including its and their respective owners, directors, officers, employees and agents) and to all vessels, vehicles, aircraft, conveyances, carriers, contractors, subcontractors, stevedores, managers, agents and all other persons/entities and equipment utilized and/or providing any services whatsoever with respect to the goods or their transportation.

16. **BILLS OF LADING, AIR WAYBILLS, RECEIPTS, ETC.** Bills of lading, air waybills, receipts, etc. may be signed by the respective agents and representatives of the parties, including in counterparts and/or by electronic means; upon Shipper's consent, verbal or otherwise, Carrier may complete and/or sign for and on behalf of Shipper, as its authorized agent for such limited purposes.

17. **INTEGRATION AND CONSTRUCTION.** Upon tender of goods to Carrier, Shipper shall be deemed to have consented and agreed to these terms and conditions, which shall be applicable to all services provided by Carrier and supersede any bill of lading, air waybill, receipt or other document from any entity other than Carrier, including any such document from Shipper. These terms and conditions shall not be modified except through a writing signed by an authorized representative of Shipper and the executive officer of Carrier; no other agent, employee or representative of Carrier has authority to alter, modify or waive these terms and conditions. These terms and conditions, along with Carrier's applicable schedule(s) and tariff(s), available at [WWW.LYNDEN.COM](http://WWW.LYNDEN.COM), incorporated herein by reference as applicable, constitute the entire agreement between the parties, and supersede all prior and contemporaneous agreements, regarding the goods or their transportation, written and oral. This agreement shall be construed neutrally, and as the mutual assent of both parties, rather than for or against a party. The headings used herein are for convenience of reference only.

18. **LAW, DISPUTES AND IMMUNITY.** The general maritime law and federal transportation laws of the United States shall govern this agreement to the extent applicable, and otherwise the laws of the State of Washington shall govern. Any dispute relating to this agreement, the goods or their transportation shall be resolved through litigation in the state or federal court in Seattle, Washington, with the parties consenting to its jurisdiction and the applicability and convenience of said venue, and with the substantially prevailing party to recover its reasonable legal fees and costs. If Shipper is a Native American Tribe or subsidiary, affiliated or related entity ("Tribe"), afforded protection by tribal sovereign immunity or treaty rights including but not limited to immunity from process, suit, liability, judgment or collection (including enforcement of judgments on tribal land by attachment), in engaging Carrier hereunder Shipper/Tribe has specifically agreed, including through its governing council or body, that Shipper/Tribe hereby provides a limited waiver of its sovereign immunity and tribal rights against process, suit, liability, judgment and collection with respect to this agreement, agrees to be bound in all respects by the terms and conditions hereof, consents to service of process by registered or certified mail and the exclusive jurisdiction of the courts identified above with respect to any dispute, and agrees that the laws identified above shall govern this agreement and any such dispute, to the exclusion of any tribal laws, and any state or federal laws specifically protective of Tribe.



Jackie Hanson <jhanson@craigschools.com>

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## Craig ES MS RFI 107 COP

1 message

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**Chad McGraw** <chad@mcgconstructors.com>

Tue, Feb 3, 2026 at 1:47 PM

To: Jackie Hanson <jhanson@craigschools.com>, Stephen Henri <shenri@architectsalaska.com>

Hi Jackie,  
See below for the total COP cost for RFI 107.

Tongass Electric, Inc.: \$33,034.00

McG MU 15%: 4,955.10

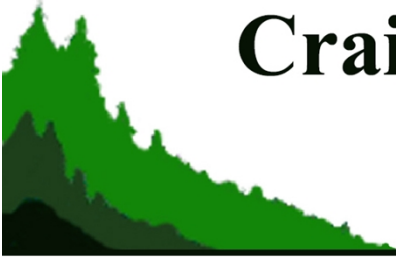
Total Proposal: \$37,989.10

Sincerely,



**Quote MCG - Craig Schools Reno CO #17 MDP New Wires -combined (1).pdf**

1256K



# Craig City School District

P.O. Box 800, Craig, Alaska 99921  
www.craigschools.com  
Phone (907) 826.3274  
FAX (907) 826.3322

Jackie Hanson, Superintendent  
Christy House, Elem./MS Principal  
Josh Andrews, HS & PACE Principal

## Memorandum Item 7b

TO: CCSD School Board Members  
FROM: Jackie Hanson, Superintendent  
DATE: January 29, 2026  
SUBJECT: Executive Session – Consultation with Legal Counsel regarding Pending Litigation

This memo recommends that the CCSD School Board enter Executive Session following the February 3, 2026 Special School Board Meeting to address the following matter:

- Consultation with Legal Counsel regarding Pending Litigation

Pursuant to AS 44.62.310, this matter involves issues the immediate knowledge of which would clearly have an adverse effect on the finances of the District, as well as matters required by law to be kept confidential, including attorney-client privileged communications.

Enclosed is CCSD School Board Bylaw 9321, *Executive Sessions*, which outlines the procedures and conditions under which the School Board may enter Executive Session.

As required by Alaska Statute 44.62.310(b), *“Action may not be taken at an executive session, except to give direction to an attorney or labor negotiator regarding the handling of a specific legal matter or pending labor negotiations.”*

Suggested Motion: Move to approve entering Executive Session upon conclusion of the February 3, 2026 Special School Board Meeting in order to Consult with Legal Counsel regarding Pending Litigation.

## **BB 9321 EXECUTIVE SESSIONS**

Prior to entering an executive session, the Board first shall meet in open session. At this open meeting, the Board shall enter an executive session only after a majority of the Board votes to accept a motion to enter the executive session. The motion shall clearly and with specificity describe the subject of the proposed executive session without defeating the purpose of addressing the subject in private. Unless stated in the motion for executive session, or auxiliary to the main question, no other subject may be discussed in that executive session.

The only subjects that the Board may discuss in an executive session of the Board are:

1. matters, the immediate knowledge of which would clearly have an adverse effect upon the finances of the school district,
2. subjects that tend to prejudice the reputation and character of any person, provided the person may request a public discussion,
3. matters which by law, municipal charter, or ordinance are required to be confidential; or
4. matters involving consideration of government records that by law are not subject to public disclosure.

*(cf. 1340 - Access to District Records)*

The Board may not take action in an executive session, except to give direction to an attorney or labor negotiator regarding the handling of a specific legal matter or pending labor negotiations. All other action of the Board must be made in an open meeting.

*(cf. 1120 - Board Meetings)*

*Legal Reference:*

### ALASKA STATUTES

[44.62.310-312](#) *Alaska's Open Meetings Act*

*Reviewed 4/2016*

*Reviewed 9/2020*

**Craig City School District**

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