

MAR 04 1986

Civil Works Project Section

SUBJECT: St. Lawrence Island, DERA Contract No. DACA85-85-C-0102

Mr. George W. Moongwook
Secretary
Savoonga Native Corporation
Post Office Box 142
Savoonga, Alaska 99769

Dear Mr. Moongwook:

On February 26, 1986 Mr. Robbins, Chief of our Construction Division, and I met with your consultant, Mr. Thomas K. Black, of the Kuskokwim Planning and Management Corporation. Also attending this meeting were Mr. Bill Sharrow of Congressman Don Young's office and Mr. Nelson M. Angapak of the Calista Corporation.

Mr. Black represented that the project to perform Defense Environmental Restoration work on St. Lawrence Island could be brought to fruition if four key issues could be resolved. The results of my discussion with Mr. Black on these issues are as follows:

a. LOCAL HIRE: As indicated prior to advertisement of the construction contract, a Native Hire provision was included in the contract documents. Mr. Black agreed that this issue has already been resolved.

b. SENSITIVITY TO LIFESTYLE DISRUPTION: Many safeguards have been included in the contract documents limiting the impact of cultural intrusions. These safeguards include prohibition of the possession of firearms and alcohol and the tampering with archeological sites or collection of artifacts. I am convinced that we have adequately addressed these concerns.

c. LIABILITY, specifically as it concerns the "hold harmless" clause in the Right of Entry agreement. This clause refers only to the work of this contract and does not relieve the Government from responsible interest if any, in other areas of St. Lawrence Island. It does not relieve the contractor from performing a complete job in accordance with the plans and specifications nor does it relieve the Government from any fault or negligence in formulation of design or the pursuit of construction.

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d. COMPENSATION: I can only reiterate my position as stated in the attachments to my February 19, 1985 letter to you, which in brief, is that no compensation will be allowed in these circumstances.

I must make clear again that I am unable to prolong negotiations on these matters and must take action that will ensure the timely prosecution of the work, or I must terminate this project.

If I can be of further assistance, please do not hesitate to contact me directly and if you have any further questions on additional subjects concerning the contract, please contact Mr Richard Parrish of my Project Management Branch at 753-2705 or 753-2703.

Sincerely,

SIGNED

Wilbur T. Gregory, Jr.
Colonel, Corps of Engineers
District Engineer

Copies Furnished:

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CONCUR: