



<b>TRANSMITTAL MEMORANDUM</b>
-------------------------------

TO: The Honorable Mayor and City Council

FROM: Karl R. Amylon, City Manager

DATE: February 23, 2021

RE: **Authorizing Budget Transfer – Amendment No. 2 to Contract No. 20-07, Design of Berth III New Mooring Dolphin and Bollards, PND Engineers, Inc.**

At its meeting of March 5, 2020, the City Council adopted a motion approving Contract No. 20-07, Design of Berth III New Mooring Dolphin and Bollards, between the City of Ketchikan and PND Engineers, Inc. of Seattle in an amount not to exceed \$163,000. At its meeting of May 7, 2020, the City Council directed staff to instruct PND Engineers, Inc. to take the design to 100%. At its meeting of May 21, 2020, the City Council adopted a motion approving Amendment No. 1 to the contract in an amount not to exceed \$110,000 for 100% design.

The motion detailed below was prepared at the request of Acting Port & Harbors Director Mark Hilson, who asked that it be placed before the City Council for consideration at its meeting of March 4, 2021. If adopted, the motion provides for approving Amendment No. 2 to Contract No. 20-07 in the amount of \$16,000 for additional permitting work. The rationale for the amendment is detailed in Mr. Hilson's transmittal memorandum and requires no elaboration on the part of my office. I concur with the Port & Harbors Director's recommendation.

Since no appropriation was included in the 2021 General Government Operating and Capital Budget for the additional permitting work, a budget transfer of \$16,000 from Appropriated Reserves of the Port Enterprise Fund will be required.

Mr. Hilson will be attending the City Council meeting of March 4, 2021, in order to address any questions and/or concerns that Councilmembers may have.

A motion has been prepared for City Council consideration.

## **RECOMMENDATION**

It is recommended the City Council adopt the motion approving Amendment No. 2 to Contract No. 20-07, Design of Berth III New Mooring Dolphin and Bollards, between the City and PND Engineers, Inc. in an amount not to exceed \$16,000, increasing the total contract amount to \$289,000; authorizing a budget transfer of \$16,000 from Appropriated Reserves of the Port Enterprise Fund to the Port Department's Berth III New Mooring Dolphin and Bollards capital account; and directing the City Manager to execute the amendment on behalf of the City Council.

**Recommended Motion:** I move the City Council approve Amendment No. 2 to Contract No. 20-07, Design of Berth III New Mooring Dolphin and Bollards, between the City and PND Engineers, Inc. in an amount not to exceed \$16,000, increasing the total contract amount to \$289,000; authorize a budget transfer of \$16,000 from Appropriated Reserves of the Port Enterprise Fund to the Port Department's Berth III New Mooring Dolphin and Bollards capital account; and direct the City Manager to execute the amendment on behalf of the City Council.



2933 Tongass Avenue  
Ketchikan, Alaska 99901  
Phone (907) 228-5632  
Fax (907) 247-3610

## MEMORANDUM

**To:** Karl Amylon, City Manager  
**Cc:** Lacey Simpson, Assistant City Manager  
**From:** Mark Hilson, P.E., Interim Port & Harbors Director  
**Date:** February 23, 2021  
**Re:** **Amendment No. 2 to the Design and Permitting of the Berth III New Mooring Dolphin & Bollards, Contract No. 20-07**

On March 5, 2020, the City Council approved Contract No. 20-07 for PND Engineers to begin the initial schematic design work and preparation and submission of the necessary permits for installation of an additional mooring dolphins and bollards at Berth III, in the amount of \$163,000.00

On May 7, 2020, the City Council reviewed and approved the 30% schematic design for a new Berth III mooring dolphin and bollards and authorized the Manager to submit applications for all of the necessary permits. The City Council also requested that design of the project continue to 100%.

On May 21, 2020, the City Council approved contract Amendment No. 1 to contract No. 20-07 in the amount of \$110,000 for completing the design work and preparing all the drawings and other documents necessary to issue an invitation for bid in order for the project to progress towards being "shovel ready" should any funding opportunities arise. With the approval of Amendment No. 1, the total contract amount became \$273,000.

In November 2020 City Council received the 60% design and cost estimate. Due to material escalations, increased construction costs, and increased marine mammal observation costs the project should be considered a \$5M project for budgeting purposes.

The attached drawings constitute final design drawings for City Council review. It is anticipated that required permits will be issued on or before the end of March of this year. For budgeting purposes the construction estimate remains at \$5M, but would be subject to annual price escalations if not bid in 2021.

Attached is proposed contract amendment No. 2 to contract No. 20-07 in the amount of \$16,000 for additional permit related services. This includes addressing review comments from the National Marine Fisheries Service (NMFS) based on new guidelines that did not exist when the scope of work was established, addressing comments received later than usual in the process relative to the Biological Assessment/ Biological Opinion process, and correcting a clerical error of \$6,000 from the original executed contract.

The schematic design budget for Contract 20-07 was \$163,000. After deciding to take the design to 100% with amendment No. 1 (\$110,000), the contract total was \$273,000. Should City Council approve No. 2, in the amount of \$16,000, the total contract amount will be

\$289,000. A budget transfer in the amount of \$16,000 from the Port Enterprise Fund will be required.

### **RECOMMENDATION**

It is recommended that the City Council authorize a budget transfer in the amount of \$16,000 from the appropriated reserves of the Port Enterprise fund, adopt a motion authorizing funding in the amount of \$16,000 for the Design and Permitting of the Berth III New Mooring Dolphin & Bollards, Contract No. 20-07 Amendment No. 2 to PND Engineers; and authorize staff to execute Amendment No. 2 to the Agreement for Design of Berth III New Mooring Dolphin and Bollards on behalf of the City Council.

### **Recommended Motion:**

I move the City Council authorize a budget transfer in the amount of \$16,000 from the appropriated reserves of the Port Enterprise fund, adopt a motion authorizing funding in the amount of \$16,000 for the Design and Permitting of the Berth III New Mooring Dolphin & Bollards, Contract No. 20-07 Amendment No. 2 to PND Engineers; and authorize staff to execute Amendment No. 2 to the Agreement for Design of Berth III New Mooring Dolphin and Bollards on behalf of the City Council.

### **Attachments:**

20-07 Amendment No. 2 Signed by PND Engineers  
20-07 Amendment No. 2 Proposal  
20-07 100% Submittal Drawings  
20-07 Executed Contract  
20-07 Amendment No. 1



## AMENDMENT NO. 2

to

### AGREEMENT

#### DESIGN OF BERTH III NEW MOORING DOLPHIN & BOLLARDS

#### CONTRACT NO. 20-07

**THIS AMENDMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the City of Ketchikan, Alaska, a municipal corporation, 334 Front Street, Ketchikan, Alaska 99901, hereinafter called "OWNER", and PND Engineers Inc, a firm organized and existing under the laws of the State of Alaska, whose address is **1736 Fourth Avenue S, Suite A, Seattle, Washington 98134**, and licensed and qualified to do business within the State of Alaska, hereinafter called "**CONSULTANT.**"

**WHEREAS**, the **OWNER** and **CONSULTANT** entered into the Agreement for the Design of the Berth III New Mooring Dolphin and Bollards, dated **March 11, 2020**, and amended on **May 21, 2020**, and now mutually desire to amend said contract.

**NOW, THEREFORE**, for good and valuable consideration, the Agreement for the Design of the Berth III New Mooring Dolphin and Bollards, dated **March 11, 2020**, and amended on **May 21, 2020** is hereby amended as follows:

1. Exhibit A, Scope of Work and Fees is hereby amended and attached to include Task 3 for design development, preparation of construction documents and bid support services.
2. Exhibit A, Scope of Work and Fees is also hereby amended and attached to include compensation for **Task 1A** by a not to exceed amount of **\$16,000**.
3. Section 31, Maximum Amount of Contract, is amended to read as follows:

**Section 1: Maximum Amount of Contract.** **Contractor** acknowledges and agrees **Owner's** funding is of a limited nature and source and **Owner** shall in no event be liable for payment of any amounts under this Agreement, or otherwise, in excess of the total amount of **Two Hundred Eighty Nine Thousand dollars (\$289,000)**, and at such times as the total amount paid or due, or claimed by **Contractor**, reaches a total of **Two Hundred Eighty Nine Thousand dollars (\$289,000)**, **Contractor** shall forthwith notify **Owner** thereof. It shall be the **Contractor's** obligation to notify **Owner** and to assure no work in excess of said total sum of **Two Hundred Eighty Nine Thousand dollars (\$289,000)** is done and any work done in excess thereof shall not entitle **Contractor** to any payment and **Contractor** expressly waives any claim therefor, unless such additional work was separately authorized in writing as a written change order or amendment to this Agreement prior to commencement and performance of any such additional work.

4. Except as provided in this Amendment, the Agreement for the Design of the Berth III New Mooring Dolphin and Bollards, dated **March 11, 2020**, and amended **May 21, 2020** is

hereby ratified and affirmed and remains in full force and effect without any other amendment.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment No. 2 the day and year first above written.

**Owner:**

**CITY OF KETCHIKAN, ALASKA**

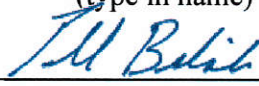
By: \_\_\_\_\_  
Karl R. Amylon, City Manager

ATTEST:

\_\_\_\_\_  
Kim Stanker, City Clerk

**Contractor:**

**PND Engineers, INC. Seattle, WA**

Todd Belsick \_\_\_\_\_  
(type in name)  
  
\_\_\_\_\_  
(signature of authorized officer)

Vice President \_\_\_\_\_  
(title of person signing)

**CONTRACT AMENDMENT NO. 2**  
to  
**DESIGN OF BERTH III NEW MOORING DOLPHN AND BOLLARDS**  
**CONTRACT NO. 20-07**

**Additional Permit Related Services**

**City of Ketchikan**

**1. Background**

This contract amendment authorizes PND to provide professional engineering services for the City of Ketchikan under the originally executed contract which was authorized on March 11<sup>th</sup>, 2020 ("Effective Date") and amended on May 22<sup>nd</sup>, 2020.

**2. Scope of Work**

The scope and fees for this work will be as described below. This task will be billed on a time and expense (T&E) basis.

**Additional Permit Related Services**

Additional out of scope services were provided under PND Task 1 Permitting Services. Additional services included:

- Addressing NFMS IHA review comments associated with newly issued guidelines for down the hole hammering that previously did not exist and were unanticipated (~50 hours)
- Addressing comments received late during the ESA Section 7 (Biological Assessment/Biological Opinion) process. Ordinarily comments would have been received prior to submitting to federal register, however, NMFS Protected Species office did not coordinate in a timely manner with NMFS IHA office which resulted additional time for PND to coordinate, address, and revise permit documents (~50 hours).
- Correction to original contract amount (\$6,000). Note PND original proposal for task 1 and 2 was for the total amount of \$169,000. Due to clerical oversight, City approved the original contract amount of \$163,000. To avoid going back to council for \$6,000, PND/City agreed to wait and see if additional budget would become necessary.

**2. Compensation:**

The total compensation for the work on this project will be completed for the following time and expenses amount:

Task	Description	Amount	
1	Permitting	\$103,000	TASK COMPLETED
<b>1A</b>	<b>Additional Permit Related Services</b>	<b>\$16,000</b>	AMENDMENT 2 (THIS AMENDMENT)
2	Schematic Design	\$60,000	TASK COMPLETED
3	Design Development, Construction Documents and Bid Support	\$110,000	AMENDMENT 1 (APPROVED)
<b>Total Revised Contract Maximum if Approved</b>		<b>\$289,000</b>	

**CONTRACT AMENDMENT NO. 2**  
to  
**DESIGN OF BERTH III NEW MOORING DOLPHN AND BOLLARDS**  
**CONTRACT NO. 20-07**

**Additional Permit Related Services**

**City of Ketchikan**

4. Authorization to Proceed:

This supplemental agreement, having been executed by the parties, shall serve as the Contractor's authorization to proceed. All other provisions of the Contract remain unchanged.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

PND Engineers, Inc.

City of Ketchikan

By:   
Todd Belsick, P.E.  
Principal

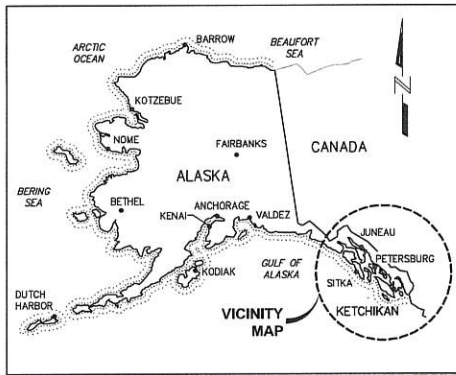
By: \_\_\_\_\_  
Karl R. Amylon  
City Manager



# CITY OF KETCHIKAN

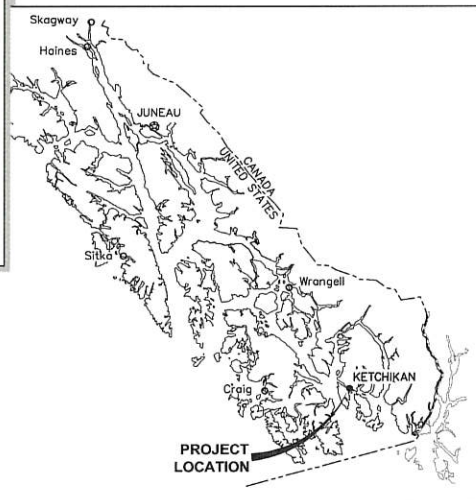
## BERTH III MD No. 2, 3 AND 4

### 100% SUBMITTAL

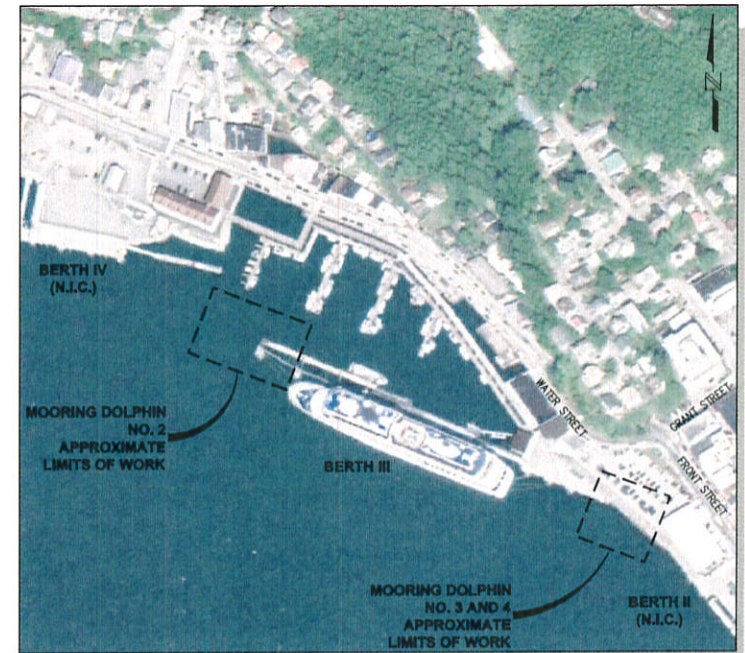


ALASKA KEY MAP

TIDAL DATA	ELEV. (FT)
HIGHEST OBSERVED WATER LEVEL (12/2/1967)	+21.31
MEAN HIGHER HIGH WATER	+15.45
MEAN HIGH WATER	+14.55
MEAN SEA LEVEL	+8.07
MEAN TIDE LEVEL	+8.06
MEAN LOW WATER	+1.57
MEAN LOWER LOW WATER	0.00
LOWEST OBSERVED WATER LEVEL (12/14/2008)	-5.27



VICINITY MAP



LOCATION MAP  
(EXISTING CONDITIONS)

DIGITAL SIGNATURE:

THIS DRAWING SET WAS CREATED AS AN ELECTRONIC DOCUMENT. IF THE ELECTRONIC DOCUMENT DOES NOT INCLUDE A VERIFIABLE DIGITAL SIGNATURE IN THE BOX ABOVE, PLEASE CONTACT THE ENGINEER OF RECORD FOR THE ORIGINAL CERTIFIED ELECTRONIC DOCUMENT.



**P | N | D**  
ENGINEERS, INC.

PND INCORPORATED IS NOT RESPONSIBLE FOR SAFETY PROGRAMS, METHODS OR PROCEDURES OF OPERATION, OR THE CONSTRUCTION OF THE DESIGN SHOWN ON THESE DRAWINGS. WHERE SPECIFICATIONS ARE GENERAL OR NOT CALLED OUT, THE SPECIFICATIONS SHALL CONFORM TO STANDARDS OF INDUSTRY. DRAWINGS ARE FOR USE ON THIS PROJECT ONLY AND ARE NOT INTENDED FOR REUSE WITHOUT WRITTEN APPROVAL FROM PND. DRAWINGS ARE ALSO NOT TO BE USED IN ANY MANNER THAT WOULD CONSTITUTE A DETRIMENT DIRECTLY OR INDIRECTLY TO PND.



REVISIONS		
REV	DATE	DESCRIPTION

PROJECT: 100% SUBMITTAL - DRAFT CITY OF KETCHIKAN BERTH III MD No. 2, 3 AND 4			
TITLE: TITLE SHEET AND TIDAL DATA			
DESIGNED BY:	AM/RC	PROJECT NO:	204031.01
DRAWN BY:	GRD	DATE:	DECEMBER 11, 2020
CHECKED BY:	IKP	SCALE:	NTS
			<b>G1.01</b>



11/2/20  
Drawings  
2020/204031 - KTN B3 New MD and Berths 100% Submittal/204031.01-G1.02.dwg

SHEET	SHEET NO.	TITLE	REV.
GENERAL			
1	G1.01	TITLE SHEET AND TIDAL DATA	
2	G1.02	SHEET INDEX	
3	G1.03	PROJECT CONTROL PLAN AND GEOTECHNICAL BOREHOLE LOCATIONS	
4	G1.04	STAGING AND SECURITY PLAN NOTES	
5	G2.01	STRUCTURAL GENERAL NOTES	
6	G2.02	PILE NOTES	
STRUCTURAL			
7	S1.01	BERTH III GENERAL ARRANGEMENT PLAN AND ELEVATION	
8	S1.02	DOLPHIN NO. 3 AND 4 SITE PLAN	
9	S1.03	PILE SCHEDULE, DETAILS AND WELD DETAILS	
10	S1.04	PILE TIP DETAILS	
11	S2.01	MOORING DOLPHIN NO. 2	
12	S2.02	MOORING DOLPHINS NO. 3 AND 4	
13	S2.03	MOORING DOLPHIN NO. 2 DETAILS	
14	S2.04	MOORING DOLPHIN NO. 2 FENDER PANEL	
15	S2.05	MOORING DOLPHIN NO. 2 FOAM FILLED FENDER	
16	S2.06	EXISTING MOORING DOLPHIN NO. 1 DEMOLITION PLAN AND DETAILS	
17	S3.01	MOORING DOLPHIN NO. 2 CATWALK	

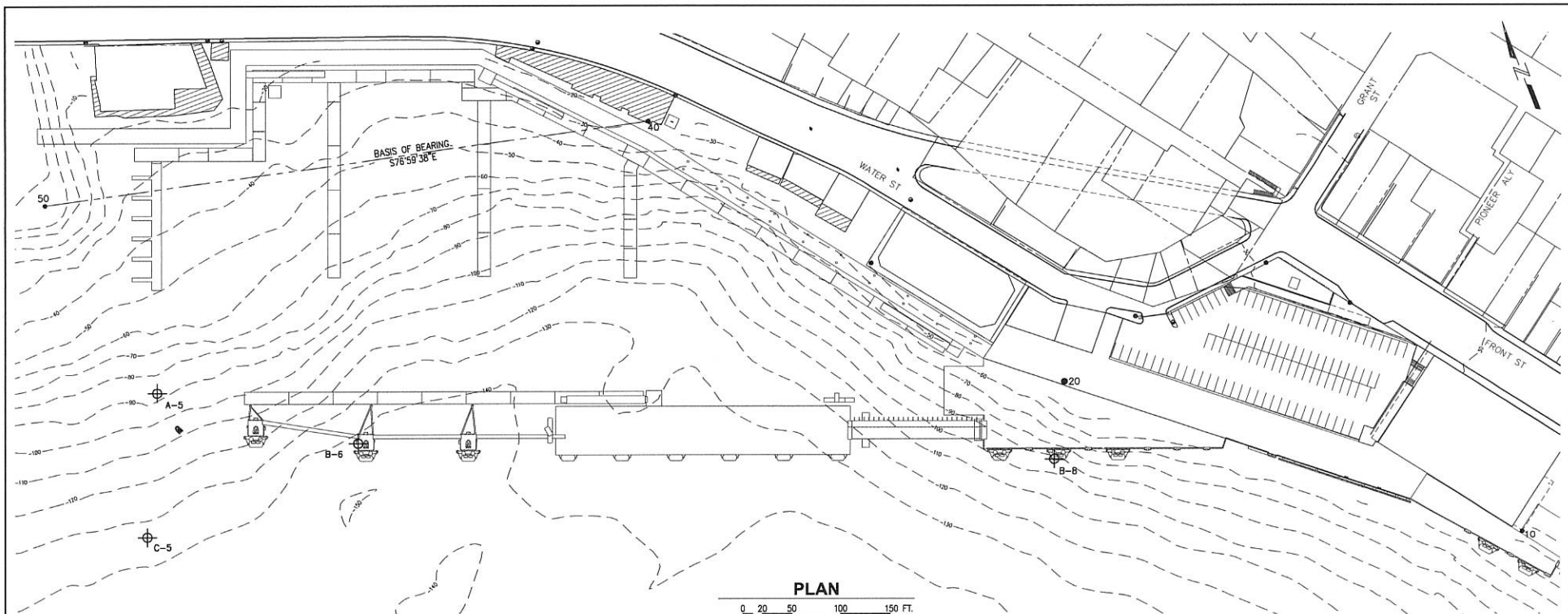


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REVISIONS			PROJECT: 100% SUBMITTAL - DRAFT	
			CITY OF KETCHIKAN	
			BERTH III MD No. 2, 3 AND 4	
			TITLE: SHEET INDEX	
			DESIGNED BY: AM/RC	PROJECT NO: 204031.01
			DRAWN BY: CRD	DATE: DECEMBER 11, 2020
			CHECKED BY: BKP	SCALE: NTS
REV	DATE	DESCRIPTION	SHEET NO: G1.02	

11/2/20 Drawings: 20200104031 - KTN B3 New MD and Boreholes\100% Submittal\204031.01-G1.03.dwg



#### LEGEND

● FOUND MONUMENT	— WATER VALVE
● FOUND ALUMINUM CAP	— FIRE HYDRANT
● FOUND CONTROL POINT	— WATER VAULT
● SET NAIL	— PHONE MANHOLE
● SANITARY SEWER MANHOLE	— PHONE BOOTH
① UTILITY VAULT	— MAIL BOX
— STORM DRAIN CATCH BASIN	— SPOT ELEVATIONS
● STORM DRAIN MANHOLE	— DECORATIVE FENCE
— STORM DRAIN HOLE	— CHAIN LINK FENCE
— ELECTRIC TRANSFORMER	— OVERHEAD ELECTRIC
● ELECTRIC MANHOLE	— GUARD RAIL
— LIGHT POLE	— PROPERTY LINE
— POWER POLE	— WOOD DECKING
— PILE	— PAVED AREA
— PILE CAPS	— CONCRETE AREA
— STREET SIGN	— APPROX. BOREHOLE LOCATION. SEE
— TRAFFIC SIGNAL	DRAWINGS FOR MORE INFORMATION.

#### NOTES:

- 1) VERTICAL DATUM FOR THIS DRAWING IS MEAN LOWER LOW WATER (MLLW = 0.0').
- 2) BASIS OF VERTICAL DATUM FOR THIS DRAWING IS FROM TIDAL BENCH MARK "NO. 37 1956" ELEVATION 35.09' MLLW (SEE NOTE 1), LOCATED ON TOP OF A CONCRETE RETAINING WALL NEAR THE U.S.C.G. ADMINISTRATION BUILDING IN KETCHIKAN, ALASKA. FOR FURTHER DESCRIPTION AND INFORMATION REFER TO THE NOAA WEB SITE STATION ID. "9450460".
- 3) BASIS OF BEARING FOR THIS DRAWING IS S76°59'38"E BETWEEN PND CONTROL POINTS 40 AND 50. SAID BEARING IS A ALASKA STATE PLANE NAD 83 ZONE 1 GRID BEARING DERIVED BY GPS STATIC OBSERVATIONS.
- 4) BASIS OF COORDINATES FOR THIS DRAWING IS CONTROL POINT 50, WHICH IS A NAD 83 ALASKA STATE PLANE ZONE 1 VALUE. THE COORDINATE FOR POINT 50 WAS DERIVED BY GPS STATIC OBSERVATIONS BETWEEN CONTROL POINT 50 AND BENCH MARK NO. 37 (SEE NOTE 2) WITH A NGS PUBLISHED VALUE OF 55°19'58.65991" LATITUDE, 131°37'31.82053" LONGITUDE. ALL OTHER DISTANCES AND COORDINATES HAVE BEEN SCALED TO GROUND VALUES.
- 5) NO UNDERGROUND UTILITIES WERE LOCATED FOR THIS DRAWING. ONLY ABOVE GROUND UTILITY STRUCTURES HAVE BEEN LOCATED AT THIS TIME.
- 6) CONTOURS ARE IN FEET, WITH TWO FOOT INTERVALS.
- 7) ORIGINAL FIELD DRAWING PERFORMED JUNE 16-21 & JULY 20-23, 2005. REFER TO ORIGINAL SURVEY DRAWING IN PROJECT MANUAL REFERENCE DRAWINGS.
- 8) PROPERTY LINES SHOWN WHERE TAKEN FROM THE CITY OF KETCHIKAN GIS DRAWING AND ARE APPROXIMATE. NO BOUNDARY DRAWING HAS BEEN PERFORMED AT THIS TIME TO VERIFY PROPERTY LINES.

#### PROJECT CONTROL

PT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
10	1287228.821	3106100.544	24.19	SET SURVEY NAIL
20	1287539.826	3105721.254	24.29	SET SURVEY NAIL
40	1287941.260	3105421.122	22.83	SET SURVEY NAIL
50	1288080.684	3104817.505	20.01	SET SPIKE

#### 100% SUBMITTAL - DRAFT

### CITY OF KETCHIKAN BERTH III MD No. 2, 3 AND 4

#### PROJECT CONTROL PLAN AND GEOTECHNICAL BOREHOLE LOCATIONS

DESIGNED BY: AM/RC PROJECT NO: 204031.01 SHEET NO:  
DRAWN BY: GRD DATE: DECEMBER 11, 2020  
CHECKED BY: BRP SCALE: NTS

**G1.03**



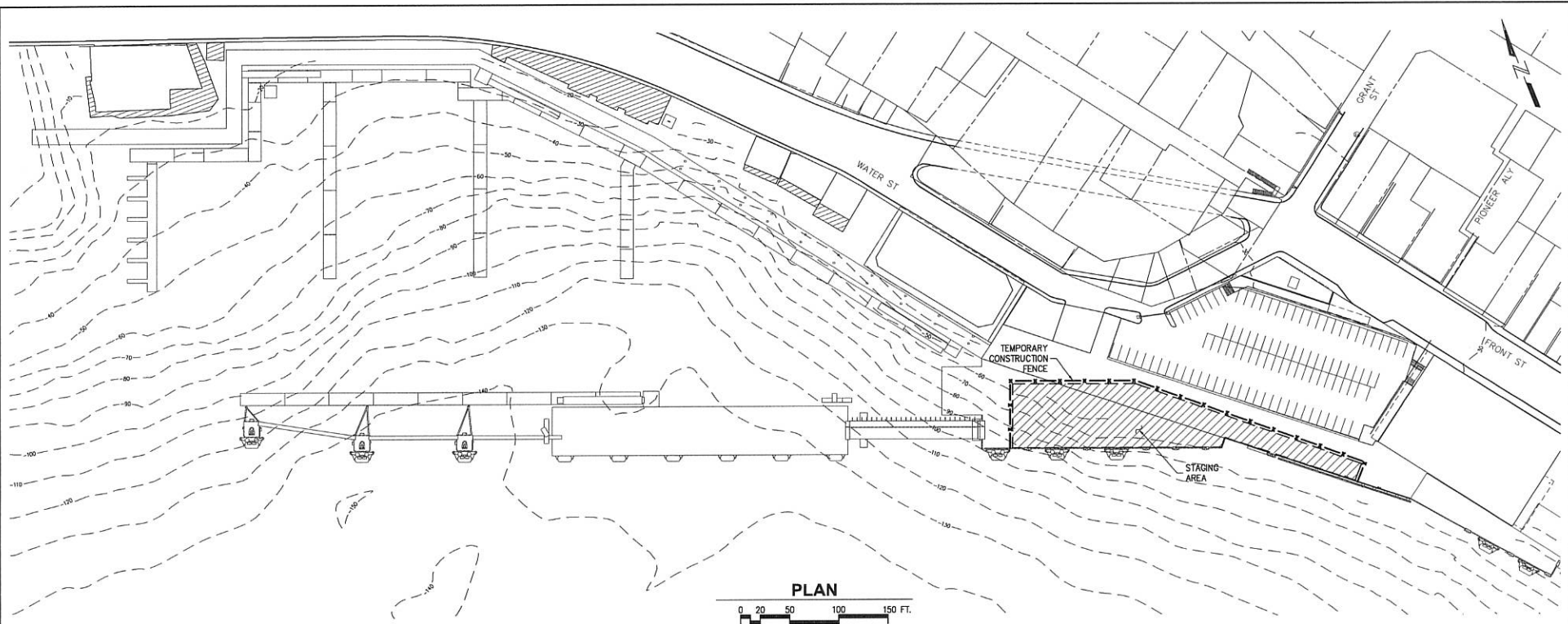
**P | N | D**  
ENGINEERS, INC.

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REVISIONS		
REV	DATE	DESCRIPTION

11/4/20  
Drawings (2020)204031 - KTH B3 New MD and Berths\100% Submittal\204031-01-G1.04.dwg



#### STAGING AND SECURITY NOTES

##### GENERAL

Contractor may utilize the areas designated for staging and lay down during construction of the project.

Construction access and lay down areas shall be protected by the Contractor against any damage from the construction activities. Any damage to these areas incurred during construction shall be repaired and restored to its original condition. Such repair and restoration shall be done by the Contractor at no cost to the Owner and be subject to approval by the Engineer.

##### FENCING

The Contractor shall be responsible for fencing the site to prevent public entry into the site and Contractor's own security. Minimum 6' wide walkway shall be maintained on pier.

##### SIGNS

Place construction signs and barricades as required preventing public entry into the site.

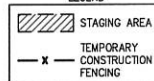
##### LOAD LIMITATIONS

Contractor shall refer to project manual for As-Built drawings for capacity of staging area support structure. Any damage resulting from Contractor use shall be repaired to the satisfaction of the Engineer at no cost to the Owner.

##### ENGINEER'S OFFICE

The Contractor shall, as part of the work, supply an office space for the on-site Engineer (Owner's representative). The office shall be located in the designated project staging area. See Special Conditions for additional information.

##### LEGEND



**P | N | D**  
ENGINEERS, INC.

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REVISIONS		
REV	DATE	DESCRIPTION

PROJECT: <b>CITY OF KETCHIKAN BERTH III MD No. 2, 3 AND 4</b>			
TITLE: <b>STAGING AND SECURITY PLAN NOTES</b>			
DESIGNED BY: <b>AM/RC</b>	PROJECT NO: <b>204031.01</b>	SHEET NO: <b>G1.04</b>	
DRAWN BY: <b>GRD</b>	DATE: <b>DECEMBER 11, 2020</b>		
CHECKED BY: <b>BNP</b>	SCALE: <b>NTS</b>		



## PILE NOTES

### PILE TIPS VALUE ENGINEERING

The Contractor may submit, after award, alternative designs and/or construction details of the pile tips where it may result in reduced project cost without loss of essential function or project betterment without cost reduction.

The following shall be the sequence of events for submitting a Value Engineering (VE) submittal:

1. Award Contract.
2. Submit Conceptual Value Engineering concepts for review and general acceptance by City and Engineer. This shall include enough information to determine all components that will be incorporated into the formal VE submittal and that the submittal will adhere to the guidelines described in the plans.
3. City and Engineer Review.
4. Issue change order if VE proposal is in the best interest of the City.
5. Contractor proceeds with work.

### STRUCTURAL STEEL

#### STEEL PIPE PILES

Steel pipe pile shall conform to ASTM A252, Grade 3, except that minimum yield strength shall be 60 ksi, unless otherwise noted. All steel pipe piles shall be furnished, complete with pile tips, in the lengths indicated in the Pile Schedule. Piles shall be delivered full length or field spliced in accordance with approved welding and galvanizing repair procedures. Final ordered length of each pile shall contain no more than one section less than 40'. Spiral welds are allowed but shall be without coil butt splices. Piles with different yield strength shall be tagged.

Piles shall have a carbon equivalency less than 0.45 based on the following:

$$CE = C + (Mn + Si) / 6 + (Cr + Mo + V) / 5 + (Ni + Cu) / 15$$

The outside diameter shall not vary more than 1%± the outside diameter shown on the plans. The straightness of the pile shall not vary more than 0.5 inch/40 foot length of the pile.

#### STRUCTURAL STEEL

Plate and Flatbar shall be A572 Grade 50, unless otherwise noted.

#### GALVANIZING

All steel pile, including Pin Piles shall be hot-dipped galvanized per ASTM A123 or A153 after fabrication unless otherwise noted. All piles shall be galvanized full length.

#### STEEL WELDING

See Structural General Notes.

#### COATING REPAIR

See Structural General Notes.

#### GROUT

Grout cement shall be type II and have a minimum 28-day unconfined compressive strength of 6000psi. Grout may be neat or have aggregate.

#### SURFACE RUBBLE

The Contractor is responsible to visit the site and make own assessment of pile driving interferences. Surface rubble includes but is not limited to broken timber piles, concrete debris, abandoned vessel items, and a variety of other debris. A dive survey video of the project site is included in the Project Manual.

### PILE INSTALLATION

#### GENERAL

All pile installations shall be conducted with the Engineer present. The Contractor shall assist the Engineer in monitoring the pile installation. The Contractor shall mark each pile with one-foot increments, with every five-foot increment numbered. The marks shall be visible and readable from all sides of the pile.

All piles shall be initially driven to refusal with a vibratory hammer. All piles shall then be seated with an impact hammer appropriately sized for that pile. A down the hole hammer, or equivalent, shall then be used to socket the piles into the bedrock to the depth shown in these design drawings.

Piles hitting obstacles, misaligned piles and piles that have not achieved minimum penetration prior to refusal shall be pulled by the Contractor and reinstalled at no additional cost to the Owner. Minimum penetration requirement shall be determined solely by the Engineer. Piles with less than minimum required penetration may require an alternative method of installation.

Marine Mammal and Noise Monitoring shall be provided by the Contractor and shall meet the requirements of the approved Marine Mammal Monitoring and Mitigation Plan, and per approved project permits. See the Bid Project Manual's Appendices for further information.

The Contractor shall assist the Owner in monitoring adjacent structures for damages during the pile driving operations. If damages to the structures are detected, the pile driving operation shall be halted immediately. Photos of the structures shall be taken before and after the operation by the Owner and Contractor.

#### PILE INSTALLATION TOLERANCE

All piles shall be within 2 inches of the plan location at cutoff elevation and within 1-foot of plan location at bedrock. All batter piles shall be placed within 10% of specified vertical batter angle and within 10 degrees of horizontal plan angle.

#### FENDER PILES

All fender piles shall be installed plumb in such a manner to allow the installation of the fender panel without binding.

#### TEMPORARY TEMPLATE PILES

Temporary template piles shall conform to the restrictions regarding quantity, diameter, installation method, and removal methods per the approved project permits. See the Bid Project Manual's Appendices for further information.

#### IMPACT HAMMER

The impact hammers shall be selected by the Contractor and approved by Engineer prior to mobilizing to the site. The impact hammer shall be single acting and shall be adequately sized to achieve the stated ultimate bearing capacities on the pile schedules. Pile ultimate bearing capacities shall be determined by the following equation:

$$P_{ULT} = \left( \frac{12E}{S+0.1} \right) \left( \frac{W_h}{W_h + W_c + W_p} \right)$$

$P_{ULT}$  = Ultimate capacity, pounds

$E$  = Hammer energy, foot-pounds

$S$  = Set, inches per blow

$W_h$  = Weight of ram

$W_c$  = Weight of cap

$W_p$  = Weight of pile

Any hammer that causes damage to the piles during driving operations shall be substituted with an acceptable alternate hammer at no additional expense to the Owner. Impact hammer shall be supplied with new cap block cushions, which shall be changed at the manufacturer's recommended cycle. The Contractor's driving plan shall include manufacturer's recommendations and information on hammer cushion.

#### PILE CUTOFFS

Cutoff steel piles at the elevations indicated on the plans. The top of all piles shall be cut off if damaged after driving. Unused pipes and pipe cutoffs greater than 10 feet shall become the property of the Owner. The Contractor shall remove the pipes from the Project site and shall neatly stack the pipe, as approved by the Engineer, at the upland storage area. Refer to the project manual for the upland storage location.

### SUPPLEMENTAL INFORMATION

#### SUBMITTALS

The following is a partial list of required submittals for this project. The Engineer may require additional submittals.

1. Manufacturer's Mill Certificate: Steel Certification including chemistry, yield strength, and mill numbers.
2. Shop Drawings for all fabricated items
3. AWS Weld Procedure Specifications, or approved equal, for all welding. All weld metal proposed to be used in the shop or in the field shall be submitted and approved for use prior to construction. The submittal shall contain all required information and the manufacturer's recommendations for the use of the product on this Project.
4. AWS Welder Qualification Records, or approved equal, for all welders. Certify welders employed in the WORK with AWS qualifications within the previous 12 months.
5. Pile Installation Plan – Provide narrative and illustrations to fully describe complete installation plan. The plan shall address, as a minimum, all equipment, temporary pile support and template systems, survey control, sequence and method of installation.
6. Manufacturer's information on equipments intended for use, complete with satisfactory data to ensure properly suited for installation of pile pipes. The information shall include equipment specs, methods for all pile types and manufacturer's recommendations. The Contractor shall not mobilize drilling equipment and pile driving hammers and related equipment prior to receiving written review of the plan. All driving methods shall meet the requirements of the permits issued for this Project.
7. Galvanizing/Spray Metalizing certificates verifying that coated material conforms to the Specifications.
8. Pile Location Survey – Plan locations of piles as driven shall be surveyed by the Contractor and a written as driven location plan – each pile shall be submitted to the Engineer within 72 hours of completion.
9. The Contractor shall size primary and secondary grout tubes for anticipated grouting pressures and available equipment. The Contractor shall submit grout tube size and material type, grout pump type, characteristics, and size for review and approval. Grout pump shall be outfitted for cold weather to prevent freeze up during grouting. (Below 32°F)
10. Contractor shall submit grout mix design for approval prior to grouting.
11. Steel Coating Repair Methods.

### 100% SUBMITTAL - DRAFT

## CITY OF KETCHIKAN BERTH III MD No. 2, 3 AND 4

TITLE:

### PILE NOTES

DESIGNED BY:

AM/RC

PROJECT NO:

204031.01

SHEET NO:

DRAWN BY:

GRD

DATE:

DECEMBER 11, 2020

CHECKED BY:

BNP

SCALE:

NTS

**G2.03**



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REVISIONS		
REV	DATE	DESCRIPTION

PROJECT:			
CITY OF KETCHIKAN BERTH III MD No. 2, 3 AND 4			
TITLE:			
PILE NOTES			
DESIGNED BY:	AM/RC	PROJECT NO:	204031.01
DRAWN BY:	GRD	DATE:	DECEMBER 11, 2020
CHECKED BY:	BNP	SCALE:	NTS



11/2/20  
Drawing: 2020/204031 - KTN B3 New MD and Bollards 100% Submittal 204031.D1-S1.01.dwg



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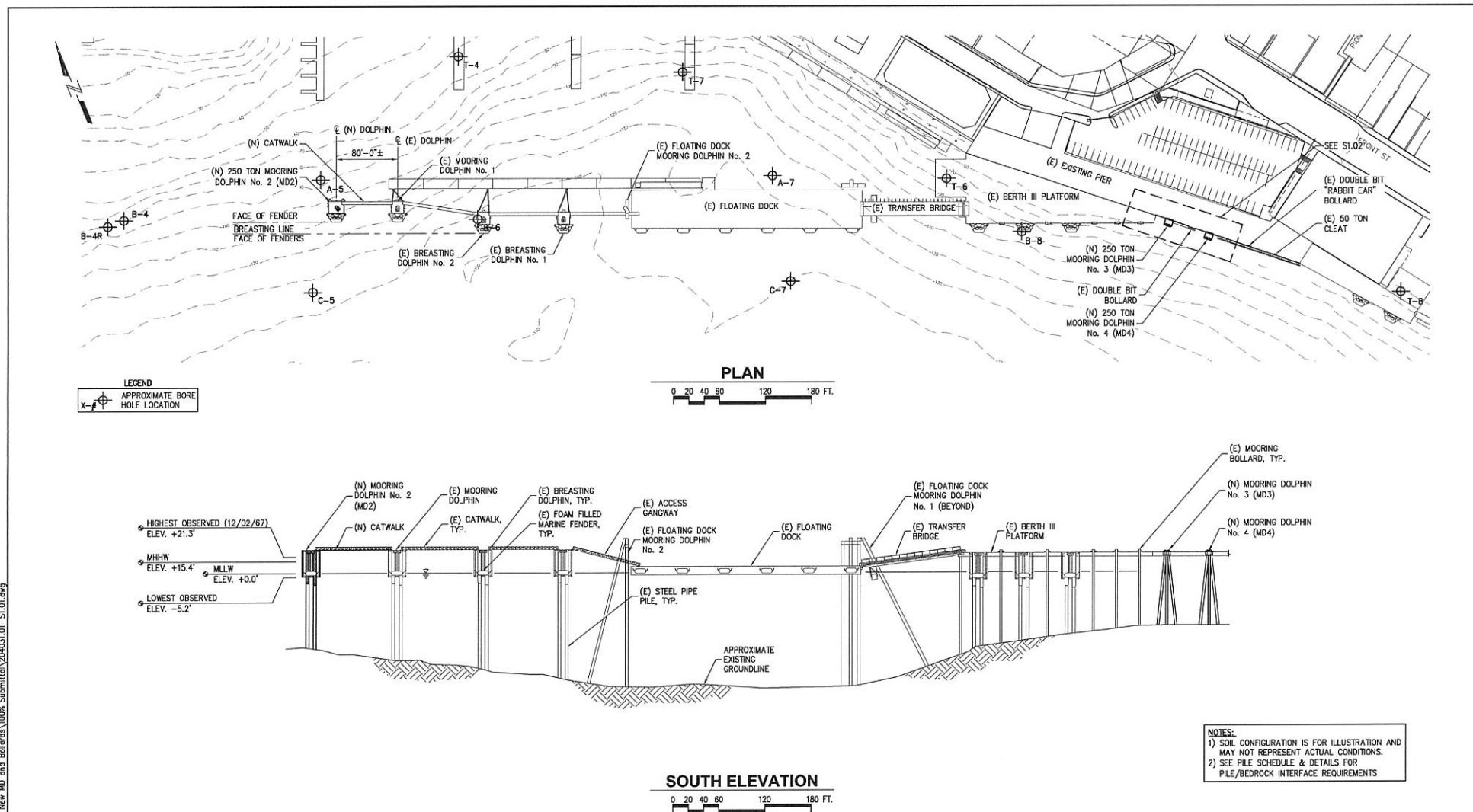
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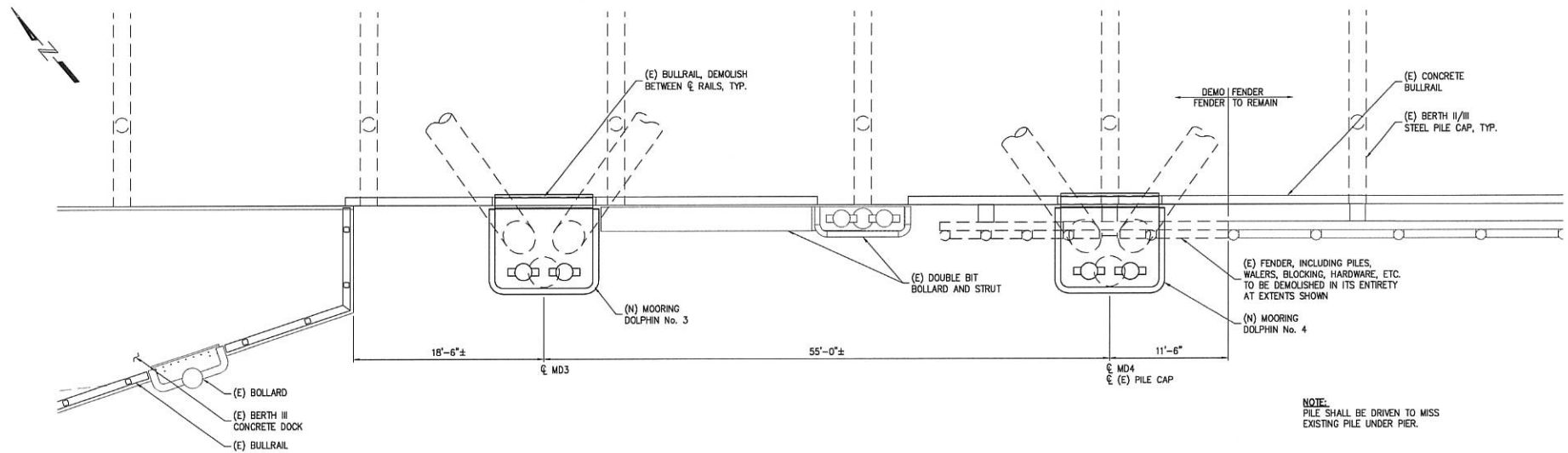


REVISIONS		
REV	DATE	DESCRIPTION

PROJECT:		100% SUBMITTAL - DRAFT	
		<b>CITY OF KETCHIKAN</b>	
		<b>BERTH III MD No. 2, 3 AND 4</b>	
TITLE:		<b>BERTH III</b>	
		<b>GENERAL ARRANGEMENT PLAN AND ELEVATION</b>	
DESIGNED BY:	AM/RC	PROJECT NO:	204031.01
DRAWN BY:	GRD	DATE:	DECEMBER 11, 2020
CHECKED BY:	BRP	SCALE:	NTS
		<b>S1.01</b>	

NOTES:  
1) SOIL CONFIGURATION IS FOR ILLUSTRATION AND MAY NOT REPRESENT ACTUAL CONDITIONS.  
2) SEE PILE SCHEDULE & DETAILS FOR PILE/BEDROCK INTERFACE REQUIREMENTS





NOTE:  
PILE SHALL BE DRIVEN TO MISS  
EXISTING PILE UNDER PIER.

PLAN

0 2.5 5 10 15 FT.

## DEMOLITION NOTES

### GENERAL

The Contractor shall remove and dispose of the structures indicated on the plans, along with all miscellaneous items associated with these structures in their entirety. Refer to the project manual for the storage locations. All demolished items shall be properly disposed. Refer to permits for reporting requirements for disposal.

### PILES

The Contractor shall remove all piles with a vibratory hammer suitable for that type of operation and equipped with suitable jaws so that not to break the pile. Piles that are anchored or cannot be pulled without excessive breakage shall be cut off below mudline. Steel piles may be cut in length not less than 40 feet for transportation.

### UTILITIES

Contractor shall coordinate with appropriate utilities for removal, shutoff, etc. of all power, water, etc.

### CONCRETE REPAIR

No damage to main reinforcement is permitted. Concrete damage over 1/4 inch thickness shall be repaired with Sika Top 122 Plus or approved equal. Surface to be repaired shall be sound and free of oil and other contaminants. The edge of patch shall be square cut and to a depth not less than 1/2 inch. Irregular and odd shaped repair areas shall not be used. Repair areas less than 12 inches apart shall be combined into one repair area. Contractor shall submit repair method and materials of repair for review and approval.

### STEEL COATING REPAIR

Damaged coating or field-cut steel shall be repaired with zinc stick galvanizing. Contractor shall submit repair method and materials of repair for review and approval.

### TIMBER

All damaged, cut or drilled areas remaining structurally sound shall be filed-coated with preservatives per AWWA M4.

### DISPOSAL

The Contractor shall submit a disposal plan for review and approval. The Contractor shall sign a notarized affidavit agreeing that pilings will only be reused in accordance with all existing local, state and federal laws and only if and after all local state and federal permits authorizing the use of piling has been obtained. The affidavit must be executed and a notarized copy submitted to the Corps for the record prior to commencement of any work on the site.

### PRECONSTRUCTION SURVEY

The Contractor shall assist the owner with a preconstruction survey of all adjacent properties prior to any work on site. The preconstruction survey shall include an extensive photographic and video documentation of the existing structural, cosmetic, plumbing and electrical condition for each adjacent building.

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REVISIONS		
REV	DATE	DESCRIPTION

## 100% SUBMITTAL - DRAFT

**CITY OF KETCHIKAN  
BERTH III MD No. 2, 3 AND 4**

**DOLPHIN No. 3 AND 4 SITE PLAN**

DESIGNED BY: AM/RC PROJECT NO: 204031.01 SHEET NO: **S1.02**  
DRAWN BY: GRD DATE: DECEMBER 11, 2020  
CHECKED BY: BKP SCALE: NTS



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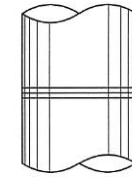
1/1/20  
Drawings\2020\204031 - KTN B3 New MD and Berths\2025 Submittal\204031.01-S1.03.dwg

# PILE SCHEDULE

LOCATION	PILE ID	BATTER (V:H)	DIAMETER (IN)	THICKNESS (IN)	PILE TIP	TOTAL SUPPLY LENGTH (FT)	ROCK ANCHOR LOAD (KIPS)		
							COMPRESSION	LOCK OFF	TEST
MOORING DOLPHIN NO. 2	MD2-V	VERTICAL	48	1.5"	RA	175'	2200	1075	1200
	MD2-NW	2:1	48	1"	RA	175'	1200	1175	1300
	MD2-NE	2:1	48	1"	RA	180'	1200	825	925
	FENDER (E)	VERTICAL	48	1"	B	180'	300	N/A	N/A
	FENDER (W)	VERTICAL	48	1"	B	180'	300	N/A	N/A
MOORING DOLPHIN NO. 3	MD3-V	VERTICAL	36	1"	B	110'	1700	N/A	N/A
	MD3-N	2:1	36	0.875"	RA	115'	1100	1225	1350
	MD3-E	2:1	36	0.875"	RA	115'	1100	1225	1350
MOORING DOLPHIN NO. 4	MD4-V	VERTICAL	36	1"	B	110'	1700	N/A	N/A
	MD4-N	2:1	36	0.875"	RA	115'	1100	1225	1350
	MD4-E	2:1	36	0.875"	RA	115'	1100	1225	1350

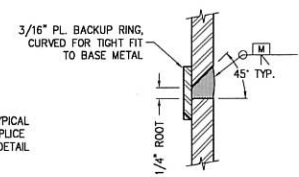
NOTE:  
EACH PILE TIP SHALL BE EQUIPPED WITH AN APF OUTSIDE FLANGE CUTTING SHOE.

LEGEND:	
V	= VERTICAL PILE
N	= NORTH BATTER PILE
NE	= NORTH EAST BATTER PILE
NW	= NORTH WEST BATTER PILE
E	= EAST BATTER PILE
B	= BEARING PILE TIP, SEE PILE TIP DETAILS
RA	= ROCK ANCHOR PILE TIP, SEE PILE TIP DETAILS
N/A	= NOT APPLICABLE



## PILE SPLICE

TYPICAL FOR ALL FIELD PIPE PILE SPLICES  
(SHOP WELD, IF REQ'D. SIMILAR)



## TYPICAL PILE SPLICE WELD

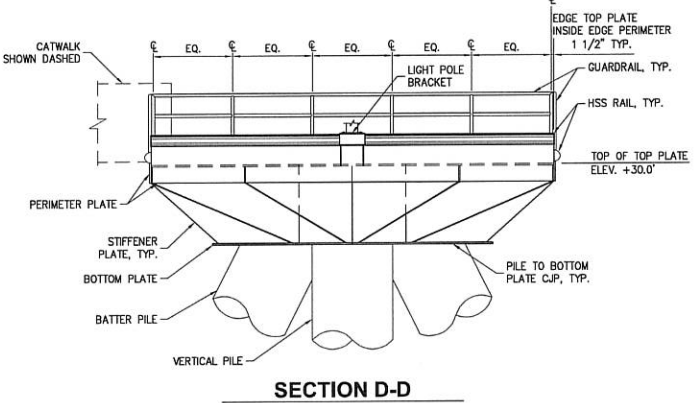
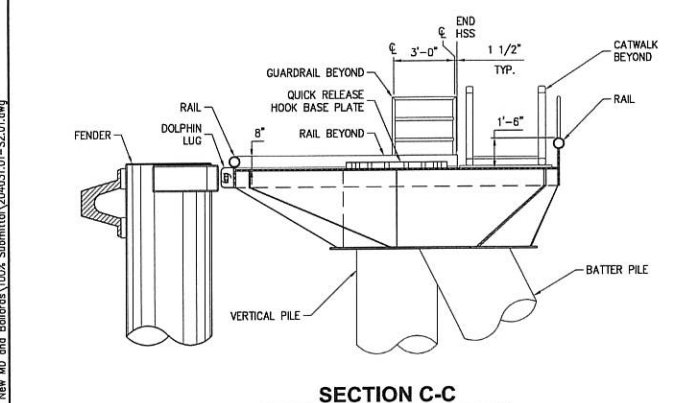
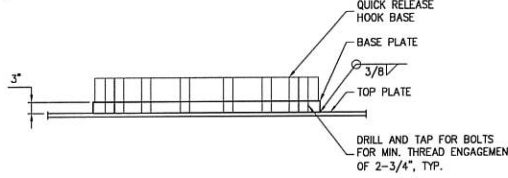
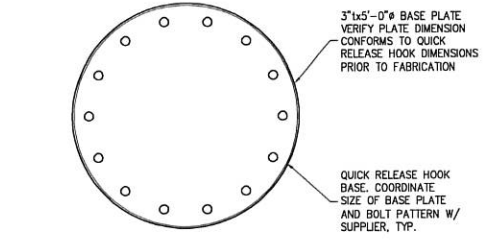
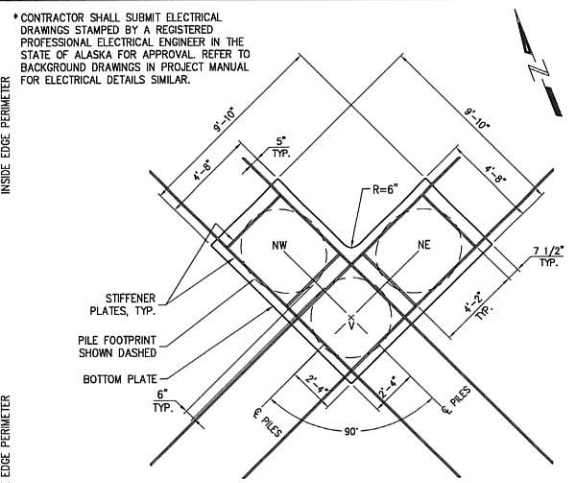
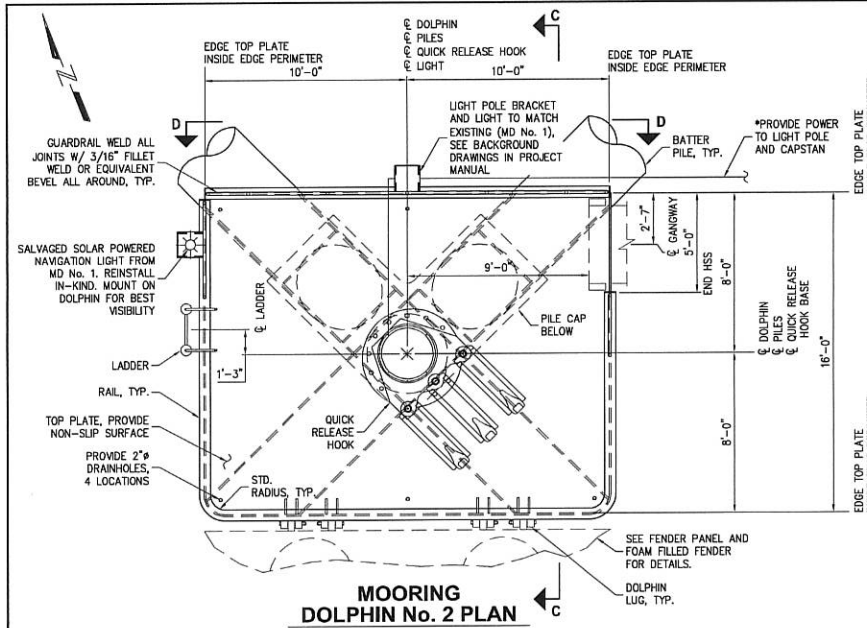


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REVISIONS			PROJECT:	
REV	DATE	DESCRIPTION	CITY OF KETCHIKAN BERTH III MD No. 2, 3 AND 4	
			TITLE: PILE SCHEDULE, DETAILS AND WELD DETAILS	
			DESIGNED BY: AM/RC	PROJECT NO: 204031.01
			DRAWN BY: GRD	DATE: DECEMBER 11, 2020
			CHECKED BY: BNP	SCALE: NTS
			SHEET NO: S1.03	





- NOTES:**
1. SEE PILE SCHEDULE FOR PILE SIZE AND LENGTH.
  2. ALL PILES SHALL BE LOCATED WITHIN 2\"/>

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REV	DATE	DESCRIPTION

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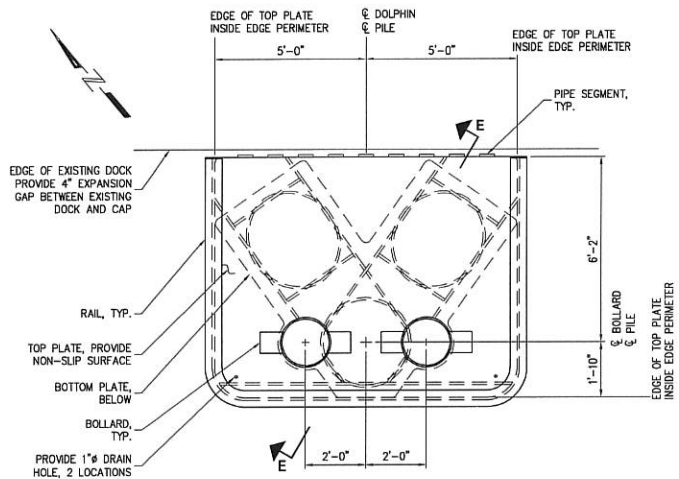
**CITY OF KETCHIKAN**

**BERTH III MD No. 2, 3 AND 4**

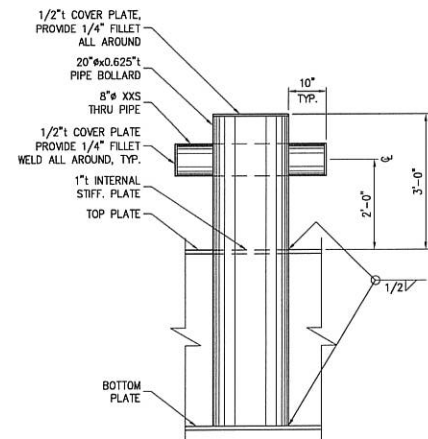
**MOORING DOLPHIN NO. 2**

DESIGNED BY:	AM/RIC	PROJECT NO:	204031.01	SHEET NO:	<b>S2.01</b>
DRAWN BY:	CRD	DATE:	DECEMBER 11, 2020		
CHECKED BY:	BRP	SCALE:	NTS		

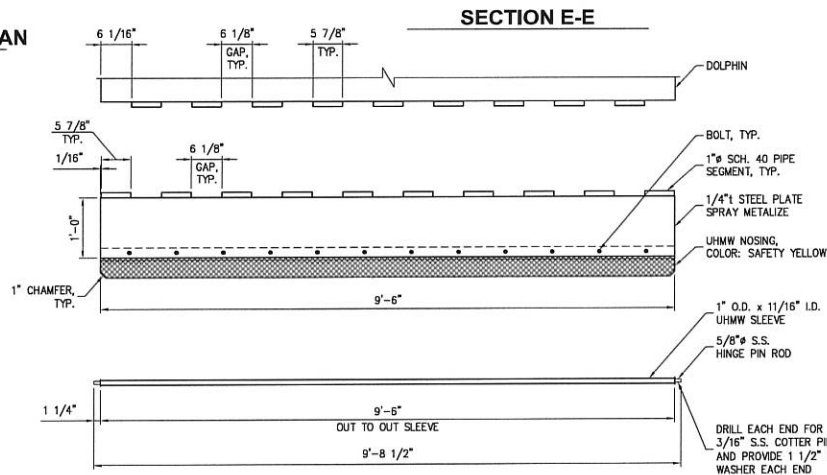




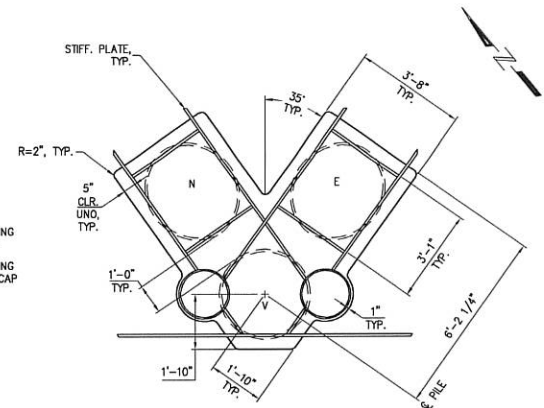
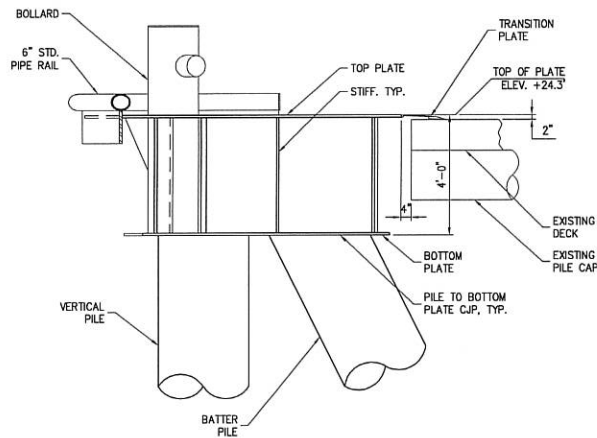
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DOLPHIN No. 3 AND 4 PLAN**



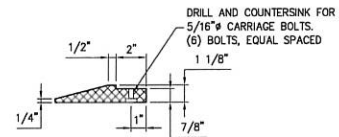
**BOLLARD**



**TRANSITION PLATE**



**PILE CAP PLAN**



**UHMW NOSING**

LEGEND	
V	= VERTICAL
N	= NORTH BATTER PILE
E	= EAST BATTER PILE

- NOTES:**
- SEE PILE SCHEDULE FOR PILE SIZE AND LENGTH.
  - ALL PILES SHALL BE LOCATED WITHIN 2" OF PLAN LOCATION AS INDICATED ON THE BOTTOM PLATE PLAN.
  - ALL PLATE IS 1" UNLESS OTHERWISE NOTED.
  - ALL JOINTS TO BOTTOM PLATE SHALL BE C.J.P.
  - ALL OTHER WELDS IN THE PILE CAP SHALL BE 5/8" FILLET ON ONE SIDE OR 5/16" FILLET BOTH SIDES UNLESS OTHERWISE NOTED.
  - IN ALL CASES THE EXTERIOR OF THE CAP IS WELDED. WELDMENTS ARE TOTALLY SEALED. (NO RAT HOLES OR DRAIN HOLES EXCEPT AS SHOWN).
  - ALL JOINTS SHALL BE WELDED CONTINUOUSLY ALL AROUND.
  - ALL BUTT JOINTS SHALL BE C.J.P.
  - ALL OTHER STEEL JOINTS SHALL BE WELDED WITH A 5/16" FILLET, OR EQUIVALENT GROOVE, OR APPROVED EQUAL UNLESS OTHERWISE NOTED.

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REVISIONS		
REV	DATE	DESCRIPTION

PROJECT:			
<b>CITY OF KETCHIKAN BERTH III MD No. 2, 3 AND 4</b>			
TITLE:			
<b>MOORING DOLPHINS NO. 3 AND 4</b>			
DESIGNED BY:	AW/RC	PROJECT NO:	204031.01
DRAWN BY:	GRD	DATE:	DECEMBER 11, 2020
CHECKED BY:	BNP	SCALE:	NTS
SHEET NO:			<b>S2.02</b>

12/17/20 204031.01.dwg 100% Submittal 204031.01 - S2.02.dwg



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12/15/20  
Drawings  
204031 - KTN B3 New MD and Berths\100% Submittal\204031.01-S2.03.dwg



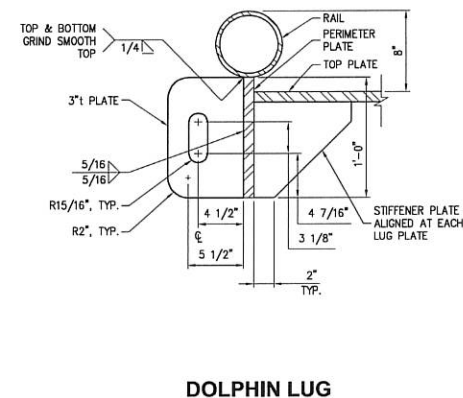
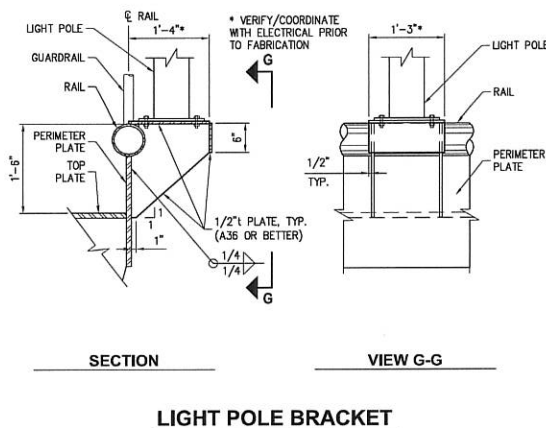
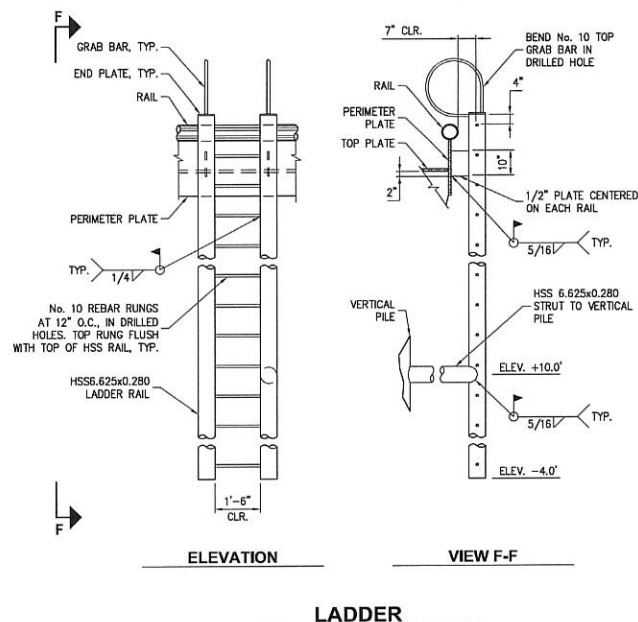
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ENGINEERS, INC.

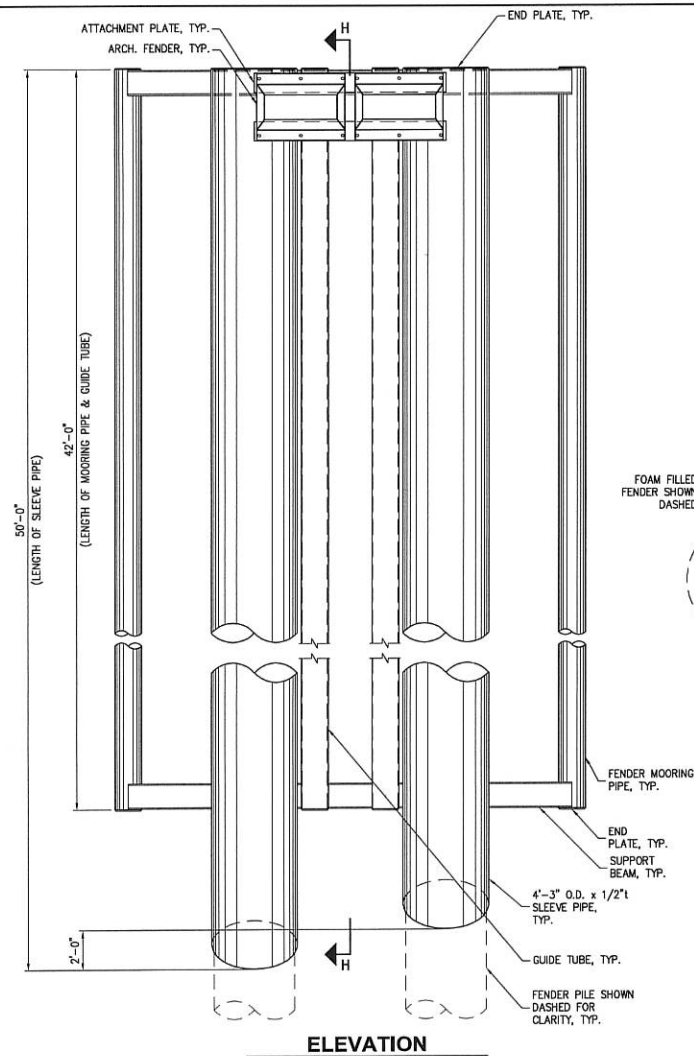
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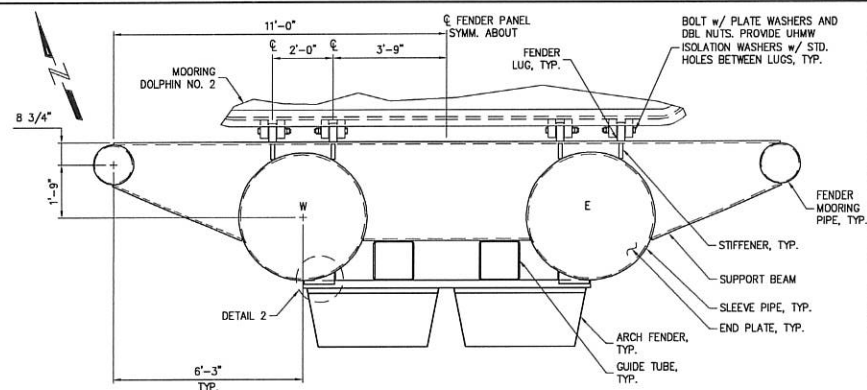
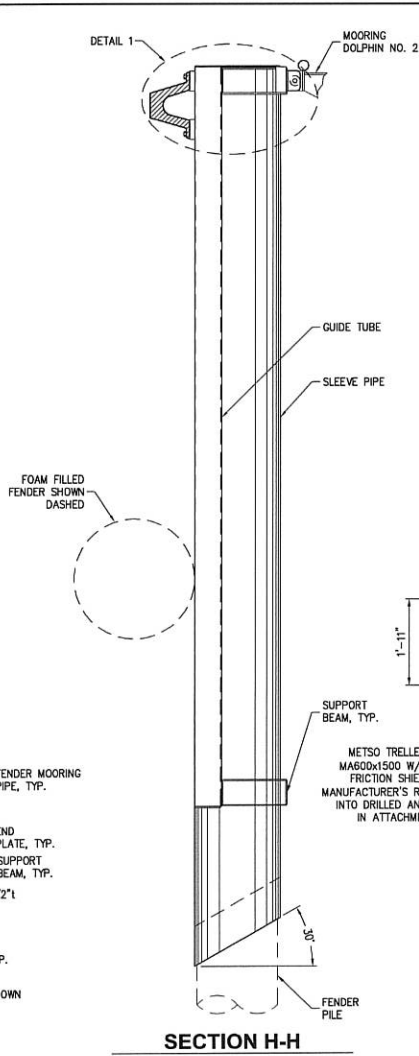
REVISIONS		
REV	DATE	DESCRIPTION

PROJECT:			
CITY OF KETCHIKAN			
BERTH III MD No. 2, 3 AND 4			
TITLE:			
MOORING DOLPHIN NO. 2 DETAILS			
DESIGNED BY:	AM/RC	PROJECT NO:	204031.01
DRAWN BY:	GRD	DATE:	DECEMBER 11, 2020
CHECKED BY:	BRP	SCALE:	NTS
SHEET NO:			<b>S2.03</b>

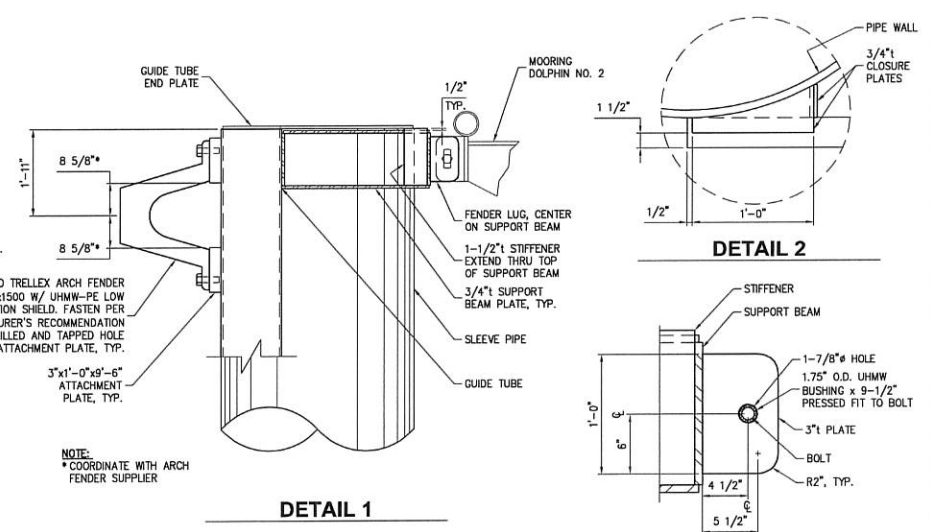




ELEVATION



PLAN



DETAIL 1

DETAIL 2

FENDER LUG

100% SUBMITTAL - DRAFT

CITY OF KETCHIKAN  
BERTH III MD No. 2, 3 AND 4

MOORING DOLPHIN NO. 2  
FENDER PANEL

REVISIONS		
REV	DATE	DESCRIPTION

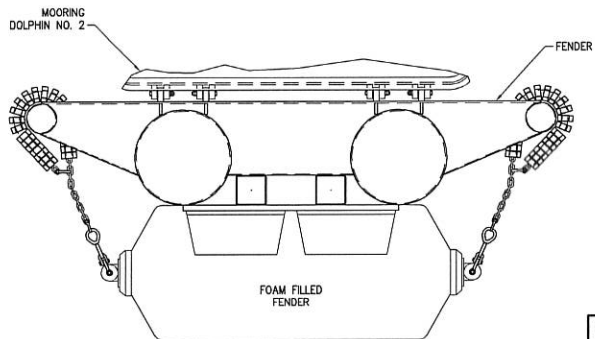
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TITLE:	MOORING DOLPHIN NO. 2 FENDER PANEL		
DESIGNED BY:	AM/AC	PROJECT NO:	204031.01 SHEET NO:
DRAWN BY:	GRD	DATE:	DECEMBER 11, 2020
CHECKED BY:	BKP	SCALE:	NTS
			<b>S2.04</b>



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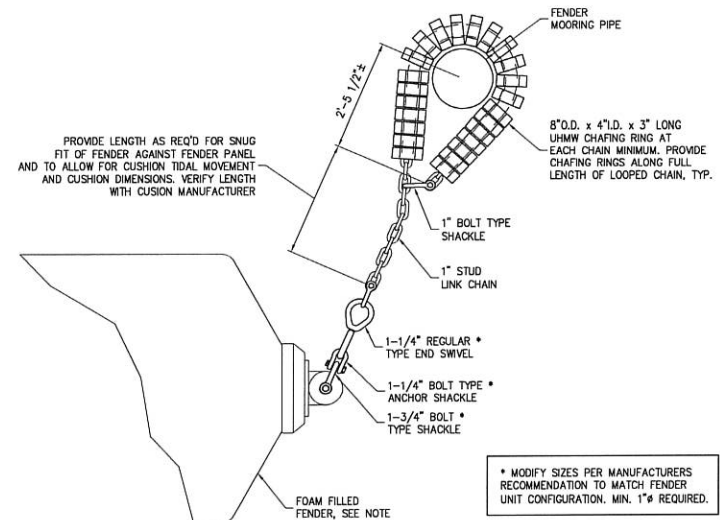
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PLAN

**NOTE:**  
FOAM FILLED FENDER IS A 6'x16" SEAGUARD, AS MANUFACTURED BY TBD OR APPROVED EQUAL. COORDINATE SHACKLES AND ATTACHMENTS WITH SUPPLIER/MANUFACTURER. ALL CHAIN ATTACHMENTS SHALL BE GALVANIZED.



DETAIL

11/2/20 Drawings 2020 204031 - KTN E3 New MD and Bolders 100% Submittal 204031.01-S2.05.dwg



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REVISIONS		
REV	DATE	DESCRIPTION

PROJECT: 100% SUBMITTAL - DRAFT			
CITY OF KETCHIKAN			
BERTH III MD No. 2, 3 AND 4			
TITLE: MOORING DOLPHIN NO. 2			
FOAM FILLED FENDER			
DESIGNED BY:	AW/RC	PROJECT NO:	204031.01
DRAWN BY:	GRD	DATE:	DECEMBER 11, 2020
CHECKED BY:	BNP	SCALE:	NTS
			SHEET NO: S2.05



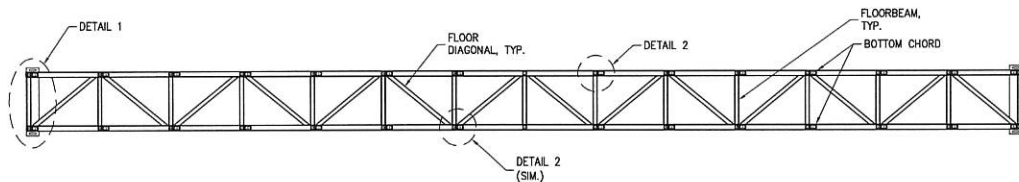
**NOTE:**  
REFERENCE DEMOLITION  
NOTES ON SHEET S1.02.



REVISIONS				PROJECT: CITY OF KETCHIKAN BERTH III MD No. 2, 3 AND 4			
				TITLE: EXISTING MOORING DOLPHIN NO. 1 DEMOLITION PLAN AND DETAILS			
				AM/RC PROJECT NO: 20403.01		SHEET NO:	
				DRAWN BY: DATE: DECEMBER 11, 2020			
				CHECKED BY: EMD SCALE:			
REV	DATE	DESCRIPTION				NTS	
						S2.06	

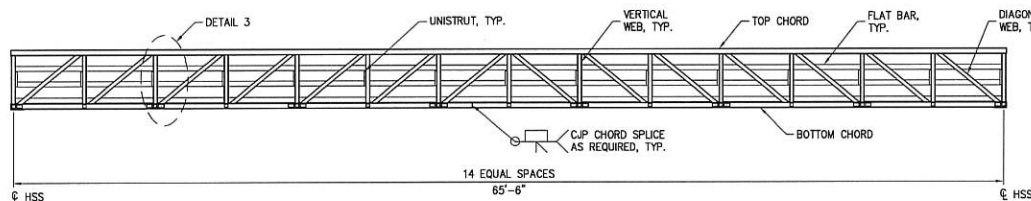


12/13/20  
Drawings 2020\204031 - KTN B3 New MD and Berths\100% Submittal\204031.01-S3.01.dwg

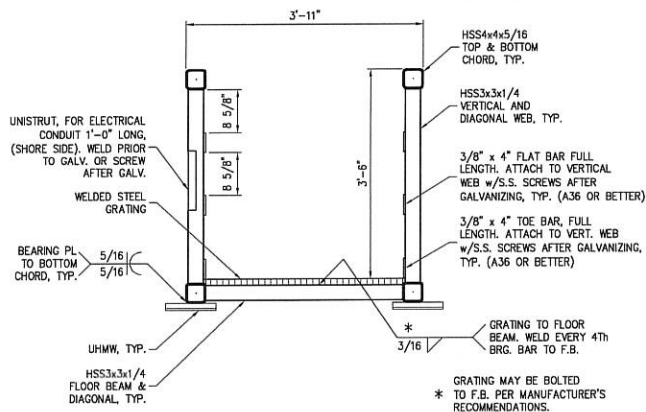


### FLOOR PLAN

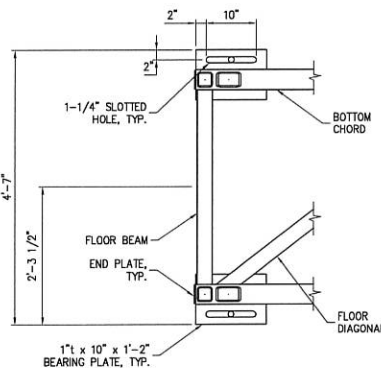
GRATING NOT SHOWN FOR CLARITY



### ELEVATION

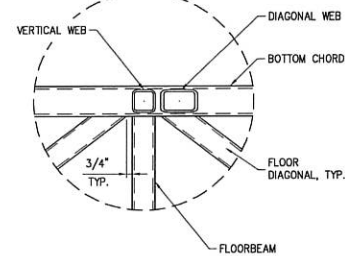


### TYPICAL SECTION



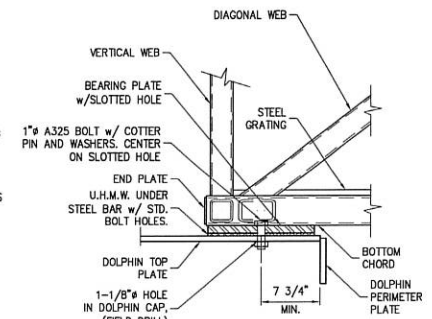
### DETAIL 1

GRATING NOT SHOWN FOR CLARITY  
(PLAN VIEW)



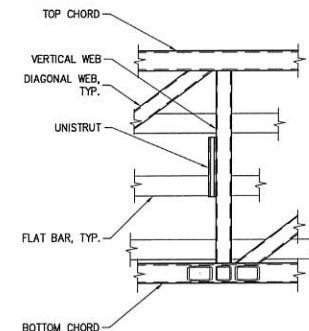
### DETAIL 2

(PLAN VIEW)



### DOLPHIN CONNECTION

(ELEVATION VIEW)



### DETAIL 3

(ELEVATION VIEW)

### CATWALK NOTES:

1. ALL JOINTS SHALL BE WELDED WITH A 5/16" FILLET WELD OR EQUIVALENT GROOVE WELD, ALL AROUND, UNLESS OTHERWISE NOTED.
2. PROVIDE 3 1/2" UPWARD CAMBER AT MID-SPAN. FABRICATOR SHALL SUBMIT CAMBER DIAGRAM FOR REVIEW AND APPROVAL.
3. UNISTRUT SHALL BE MODEL P1000 OR AS REQUIRED BY ELECTRICAL REQUIREMENTS AND SHALL BE GALVANIZED OR PAINTED UNLESS OTHERWISE NOTED.
4. CONTRACTOR SHALL SUBMIT TRANSPORT AND LIFTING PLAN A MINIMUM 14 DAYS PRIOR TO TRANSPORT OF CATWALK.
5. STEEL GRATING SHALL BE TYPE 19-4 MANUFACTURED BY GRATING PACIFIC, LLC WITH 1 1/4"x3/16" BEARING BARS AND 1/4" SQUARE CROSS BARS OR ENGINEER APPROVED EQUAL. STEEL USED FOR GRATING SHALL CONFORM TO ASTM A1011 WITH A MINIMUM YIELD STRENGTH OF 36 KSI. OPEN ENDS OF GRATING SHALL BE BANNED. GRATING SHALL BE GALVANIZED AFTER FABRICATION. INSTALL PER MANUFACTURER'S RECOMMENDATIONS.



**P | N | D**  
ENGINEERS, INC.

PND INCORPORATED IS NOT RESPONSIBLE FOR SAFETY PROGRAMS, METHODS OR PROCEDURES OF OPERATION, OR THE CONSTRUCTION OF THE DESIGN SHOWN ON THESE DRAWINGS. WHERE SPECIFICATIONS ARE GENERAL OR NOT CALLED OUT, THE SPECIFICATIONS SHALL CONFORM TO STANDARDS OF INDUSTRY. DRAWINGS ARE FOR USE ON THIS PROJECT ONLY AND ARE NOT INTENDED FOR REUSE WITHOUT WRITTEN APPROVAL FROM PND. DRAWINGS ARE ALSO NOT TO BE USED IN ANY MANNER THAT WOULD CONSTITUTE A DETRIMENT DIRECTLY OR INDIRECTLY TO PND.



REVISIONS		
REV	DATE	DESCRIPTION

PROJECT:		100% SUBMITTAL - DRAFT	
TITLE:		CITY OF KETCHIKAN BERTH III MD No. 2, 3 AND 4	
DESIGNED BY:		PROJECT NO. 204031.01	
DRAWN BY:		DATE: DECEMBER 11, 2020	
CHECKED BY:		BKP SCALE: NTS	
SHEET NO. 3		S3.01	

May 21, 2020

**Budget Transfer – Amendment No. 1 to Contract No. 20-07,  
Design of Berth III New Mooring Dolphin and Bollards – PND  
Engineers, Inc.**

Moved by Bergeron, seconded by Coose the City Council approve Amendment No. 1 to Contract No. 20-07, Design of Berth III New Mooring Dolphin and Bollards, between the City and PND Engineers, Inc. in an amount not to exceed \$110,000; authorize a budget transfer of \$110,000 from Appropriated Reserves of the Port Enterprise Fund to the Port Department's Berth III New Mooring Dolphin and Bollards Capital Account; and direct the city manager to execute the change order on behalf of the City Council.

Motion passed with Flora, Bergeron, Coose, Kiffer, Gage, Chapel and Zenge voting yea.

**Award of Contract No. 20-11 – Ketchikan Creek Salmon  
Ladder Rehabilitation – BAM, LLC**

Moved by Bergeron, seconded by Coose the City Council accept the bid of BAM, LLC in the amount of \$98,800 for Contract No. 20-11, Ketchikan Creek Salmon Ladder Rehabilitation; establish a five percent contingency in the amount of \$4,940, bringing the total project cost to \$103,740; authorize funding from the Tourism & Economic Development Department's Downtown Visitors Amenities Capital Account; and direct the city manager to execute the contract documents on behalf of the City Council.

Motion passed with Flora, Bergeron, Coose, Kiffer, Gage, Chapel and Zenge voting yea.

**Resolution No. 20-2773 – Approving the City's Participation in  
a Proposed Refinancing by the Alaska Municipal Bond Bank of  
its General Obligation Bonds, 2012 Series Two, Which Provided  
Funds to Purchase the City's General Obligation and  
Refunding Bonds 2012 (the "2012 Library Bond"), Under a  
Loan Agreement Between the City and the Bond Bank;  
Authorizing the City Manager and the Finance Director to  
Enter into an Amendatory Loan Agreement with the Bond  
Bank Setting Forth a Revised Debt Service Schedule for the  
Loan Evidenced by the 2012 Library Bond, in Accordance with  
the 2012 Loan Agreement, if the Bond Bank Successfully  
Refinances its 2012 Bonds; Authorizing the Issuance of a New  
General Obligation Bond to the Bond Bank to Evidence the  
Refinanced Loan**

Moved by Bergeron, seconded by Coose the City Council approve Resolution No. 20-2773 approving the City's participation in a proposed refinancing by the Alaska Municipal Bond Bank of its General Obligation Bonds, 2012 Series Two, which provided funds to purchase the City's General Obligation and Refunding Bonds 2012 (the "2012 Library Bond"), under a loan agreement between the City and the Bond Bank; authorizing the city manager and the finance director to enter into an amendatory loan agreement with the Bond Bank setting forth a revised debt service schedule for the loan evidenced by the 2012 Library Bond, in accordance with the 2012 loan agreement, if the Bond Bank successfully refinances its 2012 Bonds; authorizing the issuance of a new general obligation bond to the Bond Bank to evidence the refinanced loan; and establishing an effective date

Motion passed with Flora, Bergeron, Coose, Kiffer, Gage, Chapel and Zenge voting yea.



## AMENDMENT NO. 1

to

## AGREEMENT

### DESIGN OF BERTH III NEW MOORING DOLPHIN & BOLLARDS

### CONTRACT NO. 20-07

THIS AMENDMENT made and entered into this 22<sup>nd</sup> day of May, 2020, by and between the City of Ketchikan, Alaska, a municipal corporation, 334 Front Street, Ketchikan, Alaska 99901, hereinafter called "OWNER", and PND Engineers Inc, a firm organized and existing under the laws of the State of Alaska, whose address is **1736 Fourth Avenue S, Suite A, Seattle, Washington 98134**, and licensed and qualified to do business within the State of Alaska, hereinafter called "CONSULTANT."

WHEREAS, the OWNER and CONSULTANT entered into the Agreement for the Design of the Berth III New Mooring Dolphin and Bollards, dated **March 11, 2020**, and now mutually desire to amend said contract.

NOW, THEREFORE, for good and valuable consideration, the Agreement for the Design of the Berth III New Mooring Dolphin and Bollards, dated **March 11, 2020**, is hereby amended as follows:

1. Exhibit A, Scope of Work and Fees is hereby amended and attached to include Task 3 for design development, preparation of construction documents and bid support services.
2. Exhibit A, Scope of Work and Fees is also hereby amended and attached to include compensation for Task 3 by a not to exceed amount of **110,000**.
3. Section 31, Maximum Amount of Contract, is amended to read as follows:

**Section 1: Maximum Amount of Contract.** Contractor acknowledges and agrees Owner's funding is of a limited nature and source and Owner shall in no event be liable for payment of any amounts under this Agreement, or otherwise, in excess of the total amount of **Two Hundred Seventy Three Thousand dollars (\$273,000)**, and at such times as the total amount paid or due, or claimed by Contractor, reaches a total of **Two Hundred Seventy Three Thousand dollars (\$273,000)**, Contractor shall forthwith notify Owner thereof. It shall be the Contractor's obligation to notify Owner and to assure no work in excess of said total sum of **Two Hundred Seventy Three Thousand dollars (\$273,000)** is done and any work done in excess thereof shall not entitle Contractor to any payment and Contractor expressly waives any claim therefor, unless such additional work was separately authorized in writing as a written change order or amendment to this Agreement prior to commencement and performance of any such additional work.

4. Except as provided in this Amendment, the Agreement for the Design of the Berth III New Mooring Dolphin and Bollards, dated **March 11, 2020**, is hereby ratified and affirmed and remains in full force and effect without any other amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 the day and year first above written.

**Owner:**

**CITY OF KETCHIKAN, ALASKA**

By:   
Karl R. Amylon, City Manager

ATTEST:

  
Kim Stanker, City Clerk

**Contractor:**

**PND Engineers, INC. Seattle, WA**

Todd Belsick  
(type in name)



\_\_\_\_\_  
(signature of authorized officer)

Vice President  
(title of person signing)



March 5, 2020

**Ordinance No. 20-1905 – Amending 5.4.230(e) of the Ketchikan Municipal Code; Increasing Taxicab Fares – First Reading**

Copies of Ordinance No. 20-1905 were available for all persons present.

Moved by Kiffer, seconded by Zenge the City Council approve in first reading Ordinance No. 20-1905 Amending 5.4.230(e) of the Ketchikan Municipal Code; increasing taxicab fares; and establishing an effective date.

Councilmember Kiffer stated he occasionally uses taxis in town and while he does not want to increase rates, it has been 15 years since they were increased.

Councilmember Bergeron asked for clarification on the rates increase.

Zac Boles with Sourdough Ingersoll Cabs answered questions from the Council.

Motion passed with Coose, Kiffer, Gage, Zenge, Chapel and Bergeron voting yea; Flora abstaining.

**Budget Transfer – Contract No. 20-07, Design of Berth III New Mooring Dolphin and Bollards – PND Engineers, Inc.**

Moved by Bergeron, seconded by Kiffer the City Council approve Contract No. 20-07, Design of Berth III New Mooring Dolphin and Bollards, between the City of Ketchikan and PND Engineers, Inc. of Seattle in an amount not to exceed \$163,000; authorize a budget transfer in the amount of \$163,000 from Appropriated Reserves of the Port Enterprise Fund to the Port Department's 2020 Berth III New Mooring Dolphin & Bollards Capital Account; and direct the city manager to execute the contract documents on behalf of the City Council.

Councilmember Bergeron asked Manager Amylon for more details on this budget transfer.

In response to Councilmember Bergeron Manager Amylon informed the Council of the lack of space for the neo-panamax ships to dock. He said this was addressed in the RFP, but if we want to have it done in time for the 2021 season then we need to start a design for Berth III now and to get permitting underway.

In response to Councilmember Coose Manager Amylon said this addition will be able to accommodate ships of 1,100 feet.

Councilmember Flora said he was confused on the urgency to get some of these projects completed while part of the community feels these projects are not necessary. He mentioned that we do not know what the outcome will be with the RFP or if there will even be a viable outcome. He stated the cost of this project could be covered by the RFP versus by the City.

Councilmember Chapel stated she felt this urgency comes as a matter of safety. She noted we have received advice that we need to complete some of these projects, and since we do not know what will happen with the RFP we need to plan for our future.

Mayor Sivertsen questioned the size of the projected opening for access into City Float.



March 5, 2020

Manager Amylon said he cannot address that at this point, but that it will be addressed as they go through the process.

Councilmember Coose said he would like to see the design options before a decision is made.

Manager Amylon commented on his prior interactions with PND Engineers, Inc., and that those issues will be addressed and presented back to Council.

In response to Councilmember Gage's question, Manager Amylon responded this is an interim measure based on the increased size of ships, and the amount of time to load and unload. He stated our fixed berths are not conducive to accommodate the number of passengers off the larger ships.

Councilmember Coose discussed the recent Chamber of Commerce luncheon with a representative of Royal Caribbean. He stated we experience 15-20 foot tides and with our current docks the gangways have to be moved, however, with a floating dock they do not.

Councilmember Gage questioned why the City needs to build bigger docks if Ward Cove will have docks that can accommodate the larger ships.

Manager Amylon said in response to Councilmember Gage based on previous Council direction, and the two berths out at Ward Cove, if we cannot accommodate larger vessels then we will continue to lose traffic to them. He stated his concerns in regards to the loss of sales tax generation if the ships move out to Ward Cove.

Councilmember Gage asked if there will be a guarantee if we expand this dock. She stated there is a small group of people in the City that would like us to continue with the status quo, and no one has a solution to benefit the community as a whole.

Manager Amylon replied that no one is recommending we expand Berth I right now because it would be too large of an investment given the circumstances. He explained that expanding Berth III would make the most sense, and it is his hope that we will not have to bond to complete the project. He reiterated that there will be two, first-class docks out at Ward Cove that will be able to take these new larger ships. He stated if we remain static and do not make these improvements, then more cruise lines will go out there.

Mayor Sivertsen said we should stay proactive in regards to what we are doing in the market. He informed the cruise ship industry likes Ketchikan, and he believes the industry will continue to grow as long as we can accommodate them.

Motion passed with Bergeron, Chapel, Flora, Zenge, Gage, Kiffer and Coose voting yea.

**Approval of Professional Services Agreement for Financial  
Advisor Services for the Redevelopment of Port of Ketchikan  
Berths I, II, III and IV Project – Piper Sandler**

Moved by Bergeron, seconded by Kiffer the City Council approve a professional services agreement for financial advisor services with Piper Sandler for Redevelopment of Port of Ketchikan Berths I, II, III and IV Project for an amount not to exceed \$40,000; authorize funding from the Port Department's 2020 Legal and Accounting Services Account No. 640.01; and direct the city manager to execute the contract documents on behalf of the City Council.



## AGREEMENT

### PROFESSIONAL SERVICES

#### DESIGN OF BERTH III NEW MOORING DOLPHIN & BOLLARDS

CONTRACT NO. 20-07

THIS AGREEMENT made and entered into this 11<sup>th</sup> day of March, 2020, by and between the **City of Ketchikan, Alaska**, a municipal corporation, 334 Front Street, Ketchikan, Alaska 99901, hereinafter called "**OWNER**", and **PND Engineers, Inc.**, a firm organized and existing under the laws of the State of Alaska, whose address is **1736 Fourth Avenue S, Suite A, Seattle, Washington 98134**, and licensed and qualified to do business within the State of Alaska, hereinafter called "**CONSULTANT**."

### RECITALS

- (a) The **OWNER** desires the performance, provision, and accomplishment tasks 1 and 2 of the work, services and materials described and set forth in Exhibit A.
- (b) **CONSULTANT** represents that it is ready, able and qualified to perform, and will perform, in all respects, all of the work, services, and materials, and to otherwise perform all of the terms, covenants, conditions and provisions of the agreement in the manner, at the times, and for the consideration hereafter provided.

**NOW, THEREFORE**, for and in consideration of the terms, covenants, conditions, and provisions contained herein, and/or attached and incorporated herein and made a part hereof, the parties hereto agree as follows:

1. **Agreement to Perform.** The **OWNER** hereby agrees to engage the **CONSULTANT**, and the **CONSULTANT** hereby agrees to perform, complete, provide and furnish, in a timely and proper manner, and pursuant to and in accordance with all of the terms, covenants, conditions and provisions of this Agreement, all of the work, services, labor and materials required to accomplish all of the work for tasks 1 and 2 described in Exhibit A.

2. **Scope of Professional Services.** The **CONSULTANT** shall perform, supply, and provide all of the work, services and materials [hereinafter collectively referred to as "professional services"] as follows:

As set forth and described as tasks 1 and 2 in Exhibit A, attached hereto and incorporated herein by this reference

3. **Time for Commencement and for Completion of Professional Services.**

- (a) **Commencement.** CONSULTANT shall commence the professional services called for in this Agreement upon the giving of a Notice to Proceed by the OWNER, or as otherwise indicated by OWNER.
- (b) **Completion.** Upon giving of Notice to Proceed, the professional services called for in this Agreement shall be performed and completed as mutually agreed upon by the OWNER and CONSULTANT.

4. **Compensation and Payment.** For and in consideration of the timely and proper performance of work authorized as provided herein, the OWNER shall pay the CONSULTANT as set forth for tasks 1 and 2 described in Exhibit A hereto.

5. **No Additional Work.** No claim for additional work, services or materials, not specifically and expressly requested and authorized as provided for in this Agreement, or by a written amendment thereto signed by both parties, done or furnished by the CONSULTANT, will be allowed or paid by the OWNER and CONSULTANT expressly waives any claim therefore.

6. **OWNER'S Contracting Officer.** For purposes of this Agreement, the OWNER'S contracting officer shall be **Steve Corporon, Director of Port and Harbors**, or such other person as is designated in writing by such person.

7. **Compliance with Guidelines and Procedures.** The CONSULTANT shall provide and perform all work, services and materials in full compliance with all the following procedures and guidelines: International Building Code 2012 edition, International Fire Code 2012 edition, AASHTO Standard Specifications for Highway Bridges, latest edition, and the National Electric Code 2011 edition.

8. **CONSULTANT Qualified.** The CONSULTANT expressly represents and warrants it is now and shall continue to be at all times during the performance of this Agreement, the holder of all required or necessary professional, business or other licenses or permits and is qualified and capable of performing all of the work covered or called for by this Agreement and is presently ready, able and willing to undertake and perform all of such work and services, and to supply all necessary materials and equipment, at the times, and in a non-negligent professional and workmanlike manner, and pursuant to the terms, conditions and provisions, and for the compensation and payments as herein provided.

9. **CONSULTANT Responsible for Personnel.** The CONSULTANT has or will secure, at CONSULTANT'S own cost and expense, all personnel required to perform this Agreement in a timely and proper manner. The parties hereto agree and understand that such personnel shall in no event be deemed to be, and are not, employees, agents, or representatives of the OWNER and such persons shall have no contractual or other relationship with the OWNER, and the OWNER shall have no responsibility or liability whatsoever to any of said persons, or for the acts or omissions of any of such persons.

10. **Supervision.** CONSULTANT agrees that all work and services required or provided under this Agreement shall be performed by the CONSULTANT, unless otherwise



authorized in writing by the **OWNER'S** contracting officer, and in such event all personnel engaged in any such work shall be fully qualified, and shall be licensed and authorized under applicable State, federal and local laws to perform such services.

11. **Independent Contractor.** The parties hereto expressly agree that the **CONSULTANT** shall be and is an independent contractor and is not an employee or agent of the **OWNER**, and is, therefore, entitled to no insurance coverage, whether worker's compensation or otherwise, and no other benefits accorded to **OWNER'S** employees. No withholding, FICA, or other taxes (whether income, sales or otherwise) or other amounts will be withheld from the payments due to the **CONSULTANT**, it being understood that the **CONSULTANT** is solely responsible therefore, provided **OWNER** shall be entitled to withhold such retainage or other amounts from any progress or other payments as have been provided for elsewhere in this Agreement.

12. **Forms To Be Provided To CONSULTANT.** The **OWNER** shall provide the **CONSULTANT** with any special forms required by the **OWNER** for reporting to the **OWNER** and the necessary instruction regarding proper use of the forms.

13. **Termination.**

(a) The obligation to continue performance under this Agreement may be terminated for cause:

(1) By either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay **CONSULTANT** for its services is a substantial failure to perform and a basis for termination. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

(2) By **CONSULTANT** upon seven days written notice if **OWNER** demands that **CONSULTANT** furnish or perform services contrary to **CONSULTANT's** responsibilities as a licensed civil engineer, or if the **CONSULTANT's** services for the professional services are delayed for more than 90 days for reasons beyond **CONSULTANT's** control. **CONSULTANT** shall have no

liability to **OWNER** on account of a termination by **CONSULTANT** under this paragraph.

(b) For convenience, by **OWNER** effective upon **OWNER** providing notice to **CONSULTANT** as provided in Paragraph 25. Upon receipt of notice of a termination for convenience, **CONSULTANT** shall promptly discontinue all services (unless the notice directs otherwise), and deliver or otherwise make available to the **OWNER** all data, drawings, notes, specifications, reports, estimates, summaries, work in progress, and any and all other information and/or materials as may have been accumulated by the **CONSULTANT** in performing this Agreement, whether completed or in process, and free and clear of any mechanics or other liens or claims in favor of **CONSULTANT** or any other person.

(c) The terminating party under Paragraph 13(a) may set the effective date of termination at a time up to 30 days later than otherwise provided to allow **CONSULTANT** to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble materials in orderly files.

(d) In the event of any termination under Paragraph 13(b) **CONSULTANT** will be entitled to invoice **OWNER** and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

14. **Changes or Modifications.** Any change in any regulations or requirements applicable to the work called for herein, made, caused or imposed by, or as a result of, the action of any State, federal or other governmental agency that has or will provide all or any portion of any funds for payment for the work or project which is the subject of this Agreement shall automatically become a part of and amendment to this Agreement and the **CONSULTANT** shall comply therewith and shall be given additional appropriate compensation for making changes to drawings and specifications that are needed, provided however, in the event, and at such time as **CONSULTANT** becomes aware of any change in any laws, rules, regulations, standards or other requirements that are applicable to the work, **CONSULTANT** shall promptly notify **OWNER** thereof, and in the event **CONSULTANT** intends to request any additional compensation by reason thereof, **CONSULTANT** shall, not later than ten (10) days after becoming aware of such change give the **OWNER** written notice of such intent to claim additional compensation and set for the amount of such compensation, or the method of computing such additional compensation. In the event a request for additional compensation is made as provided herein, **OWNER** and **CONSULTANT** shall meet and confer in order to negotiate additional compensation as mutually agreed upon. Failure of **CONSULTANT** to provide notice as required herein shall constitute waiver of any claim for additional compensation for extra work performed in complying with new or changed laws, rules, regulation, standards, or requirements which become applicable to the project after the date of this Contract.



15. **Conflict of Interest.** The **CONSULTANT** covenants, warrants and represents that the **CONSULTANT** has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the subject matter or the performance of this Agreement. The **CONSULTANT** further covenants, warrants and represents that in the performance of this Agreement, no person having any such interest shall be employed.

16. **Information Confidential.** All information, and work products relating to or generated pursuant to this Agreement shall be kept confidential and shall not be disclosed, discussed or made available to any other person or organization by the **CONSULTANT**, its employees or representatives, unless required for the performance and completion of the work called for under this Agreement, without the prior written approval of the **OWNER** and the further consent of any other agency as may be required by the **OWNER**; provided, however, the **OWNER** shall have the right to audit, inspect and otherwise obtain any information as provided in Section 17, or regarding performance of this Agreement by the **CONSULTANT**.

17. **Reporting and Records.**

- (a) At any time during normal business hours, and upon five days notice, and as often as the **OWNER** or any agency providing any portion of the funds provided to the **OWNER** for this project deems necessary, there shall be made available to the **OWNER** or to such other funding agency and/or their representatives, at a location within the City of Ketchikan, or other location acceptable to the **OWNER**, any and all books, records and documents regarding matters covered or related to this Agreement or the performance of, or payment for, the work called for herein, and the **OWNER** and/or such agencies shall be entitled to make audits and copies of all books, records, contracts, invoices, receipts, payrolls, records of personnel, and other documents or data relating to any and all matters covered by this Agreement or performance or payment for the work called for herein.
- (b) The performance and administration of this program and this Agreement will be monitored by the **OWNER** and such other agencies as may be required or authorized pursuant to the terms of any grant to the **OWNER**. Necessary reports, in proper form, will be required as a prerequisite to any payment to the **CONSULTANT**.
- (c) All project records shall be maintained by the **CONSULTANT** for not less than three (3) years after completion and final acceptance of all work by the **OWNER** and shall be subject to inspection and copying by the **OWNER** or any funding agency during said period.

18. **Indemnification and Mutual Waiver.**

(a) **Indemnification by CONSULTANT.** The OWNER, its officers, employees and agents shall not be held liable for any claims, liabilities, penalties, fines or for damage to any goods, properties or effects of any person whatsoever, nor for any personal injury or death, caused by or resulting from any negligent act or omission of CONSULTANT, or by any of CONSULTANT 'S officers, employees, agents, representatives, contractors, or subcontractors in the performance or nonperformance of this Agreement, and CONSULTANT further agrees to appear and defend, and to indemnify and save free and harmless to the extent of the CONSULTANT's negligence, the OWNER and its officers, employees and agents from and against any of the foregoing claims, liabilities, penalties, fines or damages, and for any cost and expense, including reasonable attorney's fees, incurred by the OWNER, its officers, employees or agents on account of any claim therefore, including claims by reasons of any defects in any plans, drawings, specifications, computer programs, technical reports, or other work product of CONSULTANT prepared for or submitted to the OWNER pursuant to this Agreement provided said claim is not based upon a use of said plans, drawings, specifications or other work product for other than the purposes for which such data was prepared and submitted to the OWNER. Notwithstanding any other provision herein contained the parties hereto agree that liability (including costs of defense and attorney's fees) for claims arising from the concurrent negligence of both parties to this Agreement shall be apportioned according to the respective percentage of fault attributable to each party as determined by agreement or by the trier of fact.

(b) **Indemnification by OWNER.** OWNER shall indemnify and hold harmless CONSULTANT and its officers, directors, members, partners, agents, and employees as required by law. In addition, to the fullest extent permitted by law, OWNER shall indemnify and hold harmless CONSULTANT and its officers, directors, members, partners, agents, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the professional services, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of OWNER or OWNER's officers, directors, members, partners, agents, consultants, employees, or others retained by or under contract to the OWNER with respect to this Agreement.

(c) **Environmental Indemnification.** To the fullest extent permitted by law, OWNER shall indemnify and hold harmless CONSULTANT and its officers, directors, members, partners, agents, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other



professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from environmental issues related to the professional services, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate **OWNER** to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

(d) **Percentage Share of Negligence.** To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

(e) **Mutual Waiver.** To the fullest extent permitted by law, **OWNER** and **CONSULTANT** waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement.

19. **Insurance.**

- (a) **Public Liability Insurance.** **CONSULTANT** agrees to keep and maintain in full force at **CONSULTANT'S** own expense during the entire period of the project or work called for herein, broad form comprehensive public liability insurance with limits of not less than One Million Dollars (\$1,000,000) combined single limit insuring **CONSULTANT**, and the **OWNER** as an additional named insured, from any and all claims for bodily injury and death, and for property damage, that may arise out of, or in relation to, this Agreement. Such insurance shall require the insurance company give not less than thirty (30) days prior written notice to **OWNER** prior to any cancellation, non-renewal or reduction in the amount of coverage of such insurance coverage.
- (b) **CONSULTANT** shall in addition to (a) above, keep and maintain a professional liability insurance policy with limits of not less than \$1,000,000 insuring **CONSULTANT**. Such insurance shall require the insurance company give not less than thirty (30) days prior written notice to **OWNER** prior to any cancellation, non-renewal or reduction in the amount of coverage of such insurance coverage.

- (c) Each policy, or a certificate of the policy, together with evidence of payment of premiums, shall be deposited with the **OWNER** prior to execution of this Agreement.

20. **Ownership of and Access to Drawings and Contract Documents.** All original documents, including but not limited to, tracings, plans, specifications, maps, basic work notes, sketches, charts, computations, photographs and original negatives thereof, and all other data prepared, obtained or received by **CONSULTANT**, its employees, agents, or representatives, under the terms of, or in the performance of this Agreement, shall be and become the sole and exclusive property of the **OWNER**, and shall upon request be delivered to the **OWNER** at no cost and without restriction or limitation on their use; and provided further, the **OWNER** shall be entitled to withhold payment of any amounts otherwise due **CONSULTANT** unless and until all of said documents and writings are delivered to **OWNER** free and clear of any liens or claims of **CONSULTANT** or any third parties relating thereto. The **OWNER** agrees not to reuse the drawings and/or contract documents prepared by **CONSULTANT** under this contract without the prior written consent of **CONSULTANT**. Any reuse of the drawings and contract documents by the **OWNER** shall be at the sole expense and liability of the **OWNER**. The **CONSULTANT** may retain copies of these documents and reuse them at its sole expense and liability.

21. **Independent Consultant; No Authority to Bind OWNER.** The parties hereto agree that **CONSULTANT** is an independent **CONSULTANT** and is not, and shall not be construed to be a partner, joint venturer, employee or agent of the **OWNER** and shall not, and is not authorized to, enter into or make any contracts, agreements, or enter into any other understanding with any other person, corporation, partnership, joint venturer, or other entity, in the name of or for the benefit of the **OWNER**.

22. **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to give any person other than the **OWNER** and the **CONSULTANT** any legal or equitable right, remedy or claim under this Agreement, but it shall be held to be for the sole and exclusive benefit of the **OWNER** and the **CONSULTANT**.

23. **Payment of Taxes.** The **CONSULTANT** shall timely pay all federal, State, and local sales, excise or other taxes or assessments incurred by the **CONSULTANT**.

24. **Assignment and Subletting Prohibited.** The **CONSULTANT** shall not assign, transfer, convey, pledge, hypothecate, sublet, subcontract, or otherwise dispose of or encumber this Agreement, or the rights thereunder, nor shall the **CONSULTANT** delegate any of his/her/its duties hereunder without the prior written consent of the **OWNER**. Any such attempted assignment, transfer, conveyance, pledge, hypothecation, subletting, or other disposition, or the attempted assignment, disposition or delegation of duties or rights shall be null and void and of no force or effect and shall be grounds and cause for immediate termination of this Agreement without liability by and at the option of the **OWNER**.

25. **Notice.** Any notice, demand, request, consent, approval, or other communication that either party desires or is required to give to the other party or any other person shall be in



writing and either served personally or sent by prepaid, first-class mail at the address set forth below. Either party may change its address by notifying the other party of its change of address in writing. Notice shall be deemed to have been duly made and given when delivered if served personally, or upon the expiration of twenty-four (24) hours after the time of mailing if mailed as provided in this section.

**OWNER:** CITY OF KETCHIKAN  
334 Front Street  
Ketchikan, Alaska 99901  
Attention: Karl R. Amylon, City Manager

**CONSULTANT:** PND Engineers, Inc.  
1736 Fourth Avenue S, Suite A  
Seattle, Washington  
Attention: Todd Belsick, PE

26. **Equal Employment Opportunity.**

- (a) The **CONSULTANT** shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, or sex. The **CONSULTANT** will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry, age or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (b) The **CONSULTANT** shall state in all solicitations or advertisements for employees to work on contract jobs to be let in the performance of this Agreement, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, or sex.
- (c) The **CONSULTANT** agrees to fully cooperate with the office or agency of the State of Alaska, which seeks to deal with the problem of unlawful or invidious discrimination, and with all other State efforts to guarantee fair employment practices under this Agreement, and said **CONSULTANT** will comply promptly with all requests and directions from the State Commission of Human Rights or any of its officers or against relating to prevention of discriminatory employment practice.

- (d) Full cooperation as expressed in the foregoing clause © shall include, but not be limited to, being a witness in any proceeding involving questions of unlawful or invidious discrimination if such is deemed necessary by any official or agency of the State of Alaska, permitting employees of said **CONSULTANT** to be witnesses or complainants in any proceeding involving questions of unlawful or invidious discrimination, if such is deemed necessary by any official or agency of the State of Alaska, or the **OWNER**, participating in meetings, submitting periodic reports on the equal employment aspects of present and future employment, assisting in inspection of relevant facilities, and promptly complying with all State directives deemed essential by any office or agency of the State of Alaska, or the **OWNER**, to insure compliance with all Federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- (e) Failure to perform any of the above agreements pertaining to equal employment opportunities shall be deemed a material breach of the contract and sufficient grounds for termination of this Agreement for cause without liability.

27. **Worker's Compensation Coverage.** The **CONSULTANT**, if subject to the provisions of the Alaska Worker's Compensation Act (AS 23.30), shall, upon request, provide the **OWNER** and the State of Alaska with proof, furnished by the insurance carrier, of current coverage by worker's compensation with an insurance company or association authorized to transact such business in the State of Alaska, or an approved current certificate of self-insurance by the Alaska Worker's Compensation Board. The **CONSULTANT** further acknowledges and agrees that in the event it fails to maintain proper Worker's Compensation coverage, the State will implement the provisions of AS 23.30.045© and the **OWNER**, at its option, may terminate this Agreement for cause without liability.

28. **Pay Requests, Statement Concerning Claims and Final Release.**

- (a) All pay requests, whether for a progress payment or final payment, shall be made upon the form attached hereto as Exhibit B.
- (b) Upon satisfactory completion of all of the work to be performed hereunder, and prior to final payment under this Agreement for such work, or prior to payment of any amounts upon termination of the agreement, and as a condition precedent thereto, the **CONSULTANT** shall execute and deliver to the **OWNER** a release of all claims against the **OWNER** arising under or by virtue of this Agreement on the form attached hereto as Exhibit D.

29. **Miscellaneous.**



- (a) **Relationship of the Parties.** Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither method of computation of payment nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of **OWNER** and an independent contractor.
- (b) **Terminology.** Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
- (c) **Non-waiver.** No delay or omission of the right to exercise any power by either party shall impair any such right or power, or be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.
- (d) **Law Applicable.** The laws of the State of Alaska shall govern the construction, validity, performance and enforcement of this Agreement. Venue as to any action, claim, or proceeding arising out of, or based upon this Agreement, including, but not limited to, any action for declaratory or injunctive relief, shall be the appropriate Court sitting in the City of Ketchikan, First Judicial District, Alaska.
- (e) **Paragraph Headings.** The headings of the several sections and subsections contained herein are for convenience only and do not define, limit or construe the contents of such sections and subsections.
- (f) **Successors and Assigns.** Except as otherwise provided herein, the covenants, agreements and obligations herein contained shall extend to bind and inure to the benefit not only of the parties hereto but their respective personal representatives, heirs, successors and assigns.
- (g) **Compliance with Laws and Regulations.** **CONSULTANT** shall, at **CONSULTANT'S** sole cost and expense, comply with all of the requirements of all local, State, or Federal laws, ordinances, or regulations now in force, or which may hereafter be in force, pertaining to this Agreement, or the project or work to be performed, and shall faithfully observe in the performance of this Agreement, all local, State, and Federal laws, ordinances and regulations now in force or which may hereafter be in force.

- (h) **Terms Construed as Covenants and Conditions.** Every term and each provision of this Agreement performable by **CONSULTANT** and **OWNER** shall be construed to be both a covenant and a condition.
- (i) **Time of the Essence.** Time is of the essence of each term, condition, covenant and provision of this Agreement.
- (j) **Entire Agreement.** This Agreement and any schedules, appendices or exhibits attached hereto sets forth all the covenants, promises, agreements, conditions and understandings between the parties hereto, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth. Except as herein otherwise expressly provided, no contemporaneous or subsequent agreement, understanding, alteration, amendment, change or addition to this Agreement, or any schedule, appendix, exhibit or attachment thereto shall be binding upon the parties hereto unless reduced to writing and signed by both parties. This Agreement constitutes a final, complete, and exclusive statement of the agreement between the parties.
- (k) **Severability.** In the event any provision of this Agreement is adjudicated or held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (l) **Corporate Authority.** If **CONSULTANT** is a corporation **CONSULTANT** shall deliver to the **OWNER** at the time of execution of this Agreement a certified copy of a resolution of its board of directors authorizing the execution of this Agreement and naming the officers that are authorized to execute this Agreement on behalf of the corporation.
- (m) **Construction Means, Methods, and Safety.** Notwithstanding anything in this Agreement, **CONSULTANT** shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures, precautions and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by Client's construction contractors.

30. **Additional Terms and Conditions.** This Agreement is subject to each of the additional terms, covenants, conditions and provisions attached hereto in **Exhibits A, B and C,** which are hereby expressly referred to and incorporated herein as though set forth in full.

31. **Maximum Amount of Contract.** **CONSULTANT** acknowledges and agrees **OWNER'S** funding is of a limited nature and source and **OWNER** shall in no event be liable for payment of any amounts under this Agreement, or otherwise, in excess of the total amount of One Hundred Sixty Three Thousand dollars (\$163,000.00), and at such times as the total amount



paid or due, or claimed by **CONSULTANT**, reaches a total of One Hundred Sixty Three Thousand dollars (\$163,000.00), **CONSULTANT** shall forthwith notify **OWNER** thereof. It shall be the **CONSULTANT'S** obligation to notify **OWNER** and to assure no work in excess of said total sum of One Hundred Sixty Three Thousand dollars (\$163,000.00), is done and any work done in excess thereof shall not entitle **CONSULTANT** to any payment and **CONSULTANT** expressly waives any claim therefore, unless such additional work was separately authorized in writing as a written change order or amendment to this Agreement prior to commencement and performance of any such additional work.

**WHEREFORE** the parties have entered into this Agreement the date and year first above written at the City of Ketchikan, Alaska.

**OWNER:**  
**CITY OF KETCHIKAN, ALASKA**


By:   
Karl R. Amylon, City Manager

ATTEST:

  
Kim Stanker, City Clerk

**CONSULTANT:**  
**PND Engineers, Inc.**  
1736 Fourth Ave S, Suite A  
Seattle, WA 98134



By:   
(signature of authorized officer)

Vice President  
(title of person signing)

## STATE OF ALASKA

)

**FIRST JUDICIAL DISTRICT**

)

Page 14 of 15

**CORPORATE CERTIFICATE**

I, Jesse Gobeli, certify that I am the Secretary of the Corporation named as Consultant in the foregoing instrument; that Todd Belsick, who signed said instrument on behalf of the Consultant, was then Vice President of said Corporation; that said instrument was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.



*Jesse Gobeli*  
SECRETARY 3-7-2020

**CORPORATE ACKNOWLEDGMENT**

STATE OF ALASKA )

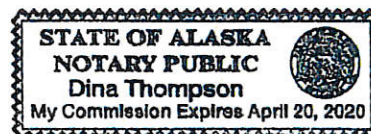
) ss.

FIRST JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 9<sup>th</sup> day of March, 2020, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Jesse Gobeli known to be the Secretary of PND Engineers, Inc., the corporation which executed the above and foregoing instrument, and who on oath stated he/she was duly authorized to execute said instrument and affix the corporate seal thereto on behalf of said corporation, and that the seal affixed thereto is the corporate seal thereof, and acknowledged that he/she signed the same freely and voluntarily on behalf of said corporation for the purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate above written.

*Dina Thompson*  
NOTARY PUBLIC FOR ALASKA  
My Commission Expires: 4-20-2020







February 21, 2020

PND 20S-403

Mr. Steve Corporon  
City of Ketchikan  
Port and Harbors Director  
334 Front Street  
Ketchikan, AK 99901

**Re: KTN Berth III New Mooring Dolphin and Bollards – Scope of Work and Fees**

Dear Mr. Corporon:

PND is pleased to provide the City of Ketchikan this scope of work and fee proposal to provide engineering, permitting and construction administration services for a new mooring dolphin at the north end of the existing Berth III in Ketchikan. In addition, two new double bit bollards at the Berth III Concrete Dock will be included in this work.

It is understood that the City would like to prepare Berth III for the larger class cruise ship vessels (NCL Bliss/Joy) that are current calling to Ketchikan. To support this planning, PND previously prepared two memorandums for the City. The first was PND's Ketchikan Berth III – Mooring and Berthing Analysis for NCL Bliss memorandum dated 6/8/18 and the second a follow up memorandum Ketchikan Berth III – New Dolphin and Bollards for NCL Bliss Class dated 9/16/19. The latter memo provided a rough order magnitude construction cost estimate to implement the recommendations from the first memo.

The scope of work and fees for this work will be broken into multiple tasks as described below.

## 1. Scope of Work

### **Task 1: Permitting**

A number of environmental permitting services may be required to obtain all local, state and federal authorizations necessary to construct this project, such as:

- United States Army Corps of Engineers (USACE) Individual Permit Application, including:
  - Purpose and Need Statement
  - Detailed Project Description
  - Mitigation Statement
  - Practicable Alternatives Analyses
  - Essential Fish Habitat Assessment
  - Biological Assessment for Formal Endangered Species Act Consultation
  - ADEC Antidegradation analysis for Water Quality Assurance Certificate
  - National Marine Fisheries Service (NMFS) Incidental Harassment Authorization (IHA), including:
    - Marine Mammal Monitoring Plan for Construction
- In order for the US Army Corps of Engineers' (USACE) to complete a formal consultation with NMFS under the Endangered Species Act (ESA) a Biological Assessment (BA) will be required. While USACE is not required to consult with NMFS under the MMPA, all marine mammals are protected under the MMPA and during the Incidental Harassment Authorization (IHA) process these species must either be included for take during

construction or the applicant must demonstrate how they will shut down in the event these species are within the applicable harassment zones. The BA will be prepared to address the USACE Section 7 ESA consultation with the local division of NMFS and will address the impacts of the project in terms of effects to endangered species and critical habitat against the environmental baseline. The USACE may request additional studies including an Essential Fish Habitat Analysis and an Alternatives Analysis, however due to the lack of in-water fill associated with the project these are not anticipated. Should the design be altered to include in-water fill it is anticipated these studies will be required. Compensatory mitigation is not anticipated due to the lack of in-water fill, however, may be required if the USACE determines it is warranted.

- The IHA application will address all marine mammal species in the area covered under the MMPA including humpback whales, Steller sea lions, harbor seals, Dall's porpoise, harbor porpoise, killer whales, minke whales, gray whales and the Pacific white-sided dolphin. In order to minimize costs, PND is proposing to prepare the application based on existing marine mammal data, from the City of Ketchikan's Rock Pinnacle project and other sources, in lieu of pre-application marine mammal surveys to form the basis of takes. However, should NMFS request additional field monitoring surveys during their review process, we will prepare an additional proposal.
- In addition to the IHA application, PND is proposing to prepare the accompanying Marine Mammal Monitoring Plan (MMMP) which details the applicable monitoring and shutdown zones, monitoring and reporting procedures and monitoring locations as required by NMFS. Prior to NMFS publishing the IHA in the Federal Register for a comment period, it is typical for NMFS to have questions and/or require revisions to the application. PND will address all comments and any applicable revisions as soon as practicable, however response time varies dependent on the nature of agency requests. PND will be available to help answer questions about the permitting process and to help address agency questions and comments throughout the environmental review process.

#### **Task 2: Schematic Design**

PND anticipates the following services will be provided under this task:

- During the **Schematic Design** phase, the design team will provide those services necessary to prepare Schematic design documents consisting of drawings and other documents illustrating the general scope, scale, and relationship of project components for approval by project stakeholders. Design will be conceptual in character, based on the requirements developed during the previous design program requirements, predesign phase and anticipated criteria to be approved by the permitting agencies. Design drawings will be prepared to an approximate 30% level of completion.



**Task 3: Design Development, Construction Documents and Bidding**

- The basic objectives of the **Design Development** phase are to prepare sufficient plans, details, material and installation specifications, to understand the character, quality, content, and cost of the intended scope of the project. This is where the information in the Schematic Design is further expanded, refined, and modified as required to meet desired design criteria. This will require regular input and coordination between the design team and stakeholders to completely satisfy the specific needs and objectives for the project. Design drawings and specifications will be prepared to an approximate 60% level of completion.
- During the Construction Documents phase, the design team shall provide the services necessary to prepare for approval, from the approved design development documents; construction documents consisting of drawings, specifications, and other documents describing the requirements for construction of the project; and bidding and contracting for the construction of the project.
- Bidding will consist of the following tasks:
  - Assist in advertising and providing documents to post to the City's webpage
  - Attend and lead a pre-bid meeting (via phone)
  - Prepare and distribute addenda
  - Review bids and recommend award
  - Finalize and issue a conformed set of plans (and specifications if necessary) including all addenda items from bidding

**Task 4: Construction Support Services:**

PND anticipates the following services will be provided under this task:

- Construction contract administration and on-site construction observation tasks
- Act as the point of contact for the Contractor
- Attend and lead pre-construction conference
- Review all submittals and RFI's
- Process all pay requests, change orders, and other contractual items with oversight by the City
- Perform fabrication observations within 3 hours of Seattle, WA as necessary (9 trips assumed)
- Provide office support during construction
- Provide one full time engineer (CWT) on site for the duration of the project. (12 weeks / 72 work days assumed)
- Final review of completed assembly



## 2. Assumptions / Exclusions:

The following assumptions have been made in developing the scope of work for this task:

- No new geotechnical investigations / reports will be prepared for this work. It is assumed that past geotechnical information, that is available, will be adequate and subsurface conditions will be similar to adjacently constructed dolphins.
- It is estimated that site construction will take three to four months to complete.
- PND will have the BA, IHA and MMMP prepared for initial review within 60 days of receiving a formal notice to proceed, however the timeline to obtain the IHA, and subsequently USACE approval, is projected by NMFS to be 5-8 months following the submittal of the IHA application to NMFS headquarters. While NMFS published time to issue an IHA is 5-8 months, this time frame is highly dependent on NMFS review schedules beyond our control and it is common for IHA's to take up to a year to be issued after the application is received by NMFS. Excludes any permit fees.
- Excludes the fees associated with any mitigation design or implementation.
- Excludes any fees associated with marine mammal monitoring during construction
- Any additional specialized scientific studies or permit applications requested by the agencies and not been included above shall be compensated on a T&M basis. These additional studies may include, but are not limited to, an Essential Fish Habitat Analysis, Alternatives Analysis, or marine mammal data collection. Additionally, marine mammal observation services during construction are not included. We will advise you immediately if any agency requires additional study efforts beyond what we have budgeted.
- Excludes any other work item not specifically mentioned in the scope of work items listed above.

## 3. Compensation:

The total compensation for the work on this project will be completed for the following time and expenses (T&E) amount:

1	Permitting	\$103,000
2	Schematic Design	\$66,000
3	Design Development, Construction Documents and Bid Support	\$110,000
4	Construction Support Services	\$190,000

PND understands the City of Ketchikan may elect to award each task individually as separate work orders.

#### 4. Schedule:

Item:	Date:
Notice To Proceed	Assume on or around March 1, 2020
Permitting	Anticipate 8-12 months from NTP
Schematic Design - SD (30%)	8 week after NTP (May 1, 2020)
Design Development – DD (60%)	6 weeks after Schematic Design submittal (June 17, 2020)
Construction Documents - CD (100%)	6 week after Design Development submittal (August 1, 2020)
Bidding	4 weeks (Early September 2020)
Bid Award	2 weeks (Mid September 2020)
Fabrication / Mobilization	October 2020 – January 2021
Construction	January 2021 through April 1, 2021 (assume permits obtained)
Substantial Completion	April 1, 2021.

The above schedule is aggressive if the City would like to have the improvements in place by start of the 2021 cruise season and will depend heavily on the permitting agencies timeframes. PND makes no guarantee that permits will be obtained to meet this schedule due to the unpredictable nature of the permitting review process. In addition, if the above schedule is able to be met, the project will likely need to be bid and awarded prior to obtaining permits or an alternative contracting method employed.

If the above scenarios are not acceptable to the City, it is recommended that the project be delayed for completion prior to the start of the 2022 cruise season.

If you have any questions, please do not hesitate to ask.

Sincerely,

**PND Engineers, Inc.** | Seattle Office



Todd Belsick, P.E.  
Vice President, Principal-in-Charge



Brian Porter, P.E.  
Senior Engineer, Project Manager



**PND ENGINEERS, INC. - SEATTLE OFFICE  
STANDARD RATE SCHEDULE  
EFFECTIVE NOVEMBER 2019**

Professional:

Senior Engineer VII	\$205.00
Senior Engineer VI	\$190.00
Senior Engineer V	\$175.00
Senior Engineer IV	\$165.00
Senior Engineer III	\$150.00
Senior Engineer II	\$140.00
Senior Engineer I	\$130.00
Staff Engineer V	\$115.00
Staff Engineer IV	\$110.00
Staff Engineer III	\$105.00
Staff Engineer II	\$95.00
Staff Engineer I	\$90.00
Environmental Scientist VI	\$170.00
Environmental Scientist V	\$155.00
Environmental Scientist IV	\$140.00
Environmental Scientist III	\$125.00
Environmental Scientist II	\$110.00
Environmental Scientist I	\$95.00
GIS Specialist	\$95.00

Surveyors:

Senior Land Surveyor III	\$125.00
Senior Land Surveyor II	\$115.00
Senior Land Surveyor I	\$105.00

Technicians:

Technician VI	\$130.00
Technician V	\$115.00
Technician IV	\$95.00
Technician III	\$85.00
Technician II	\$75.00
Technician I	\$50.00
CAD Designer VI	\$115.00
CAD Designer V	\$105.00
CAD Designer IV	\$90.00
CAD Designer III	\$75.00



Exhibit B  
CONTRACTOR'S REQUEST FOR PAYMENT NO.

CITY OF KETCHIKAN  
 2933 Tongass Avenue  
 Ketchikan, Alaska 99901

PROGRESS PAYMENT SUMMARY

Project: **Design of Berth III New Mooring Dolphin & Bollards**  
 Contract No.: 20-07  
 Date: \_\_\_\_\_  
 Purchase Order: **2020-0661**

Contractor: **PND Engineers, Inc.**  
 Address: 1736 Fourth Ave S, Suite A, Seattle, WA 98134  
 Invoice Number(s): \_\_\_\_\_  
 For Period Of: \_\_\_\_\_

In accordance with the attached schedule, the Contractor is entitled to payment of the amount set forth below. The present status of the account for this Contract is as follows:

**FOR OWNER USE ONLY**

Reg. PO#	Vendor #	
Account Number	Amount	
	\$	
Petty PO#	Rec'd By	Dept. Head

Original Contract Amount	<b>\$163,000.00</b>
Change Orders:	
Additions	
Deductions	
Total Change Orders	\$0.00
Revised Contract Amount	<b>\$163,000.00</b>
Less:	
Total Contract Completed to Date	
Balance To Complete	<b>\$163,000.00</b>
Total Billed To Date, Including This Request	
Less:	
Previous Payments	
Subtotal	\$0.00
Adjustments	
Due This Pay Request	<b>\$0.00</b>
Final Payment: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Shaded Area To Be Completed By The Owner	

**Comments:**

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

CONTRACTOR'S Certification: The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Requests for Payment numbered 1 through inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Request for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances. The undersigned CONTRACTOR further certifies, represents and agrees that there are no claims for additional work or other claims not put in writing prior to this date.

Subscribed and Sworn to before me this \_\_\_\_\_ day  
 of \_\_\_\_\_, 20\_\_\_\_

Notary Public for the State of \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

Contractor: \_\_\_\_\_

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

Must be signed by Principal of Firm

Dated: \_\_\_\_\_

Payment of the above amount due this Request is recommended.

Contract Administrator \_\_\_\_\_

Date \_\_\_\_\_

**CONSULTANT'S STATEMENT CONCERNING CLAIMS**

The **CONSULTANT**, under that certain Agreement dated \_\_\_\_\_, 20\_\_\_\_, by and between the City of Ketchikan (**OWNER**), and \_\_\_\_\_, represents and warrants that **CONSULTANT** has fully completed all services included in the Agreement and all amendments thereto, and has fully paid for all materials, service taxes and all other costs and expenses of the work and that there are no disputes, claims or liens against the City of Ketchikan, the **CONSULTANT** or any subcontractor, and that the **CONSULTANT** will have no claims against the City of Ketchikan of any kind whatsoever arising from or growing out of such Agreement except as follows:

Claimant	Description of Claim	Amount
_____	_____	_____
_____	_____	_____

**CONSULTANT**

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

Title: \_\_\_\_\_

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