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| TRANSMITTAL MEMORANDUM |
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TO: The Honorable Mayor and City Council

FROM: Lacey G. Simpson, Acting City Manager

DATE: January 25, 2022

RE: **Approving Change Order No. 2 to Contract No. 20-03, Bar Harbor North Ramp 3 and Electrical Floats 10 & 11 with Pool Engineering; and Approving Amendment No. 1 to Municipal Harbor Facility Program Grant Agreement No. 20-HG-003 – KTN: Bar Harbor North Ramp 3 & Electrical Floats 10 & 11**

At its meeting of July 19, 2018, the City Council adopted a motion approving Resolution No. 18-2703 authorizing an application for Municipal Harbor Facility Grant program funding for the replacement of Bar Harbor North Ramp 3; agreeing to provide for local maintenance of such funded improvements as required; and establishing an effective date. The City Council approved Municipal Harbor Facility Program Grant Agreement No. 20-HG-003 – KTN: Bar Harbor North Ramp 3 between the City of Ketchikan and the State of Alaska at its meeting of May 7, 2020, which provides for \$447,765.50 in project funding.

At its meeting of April 16, 2020, the City Council adopted a motion accepting the bid of Pool Engineering, Inc. in the amount of \$728,800 for Contract No. 20-03, Bar Harbor North Ramp 3 & Electrical Floats 10 & 11. The motion adopted by the City Council also established a ten percent contingency in the amount of \$72,880, bringing the total project cost to \$801,680.

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 February 3, 2022. If adopted, the motion provides for approving Change Order No. 2 to Contract No. 20-03, Bar Harbor North Ramp 3 and Electrical Floats 10 & 11 between the City and Pool Engineering, Inc. in the amount of \$25,869 with the addition of thirty days to the contract completion date, and approving Amendment No. 1 to Municipal Harbor Facility Grant Agreement 20-HG-003 in the amount of \$12,934.50. The rationale for the change order is detailed in Mr. Hilson's transmittal memorandum and requires no elaboration on the part of the City Manager's Office. I concur with the Acting Port & Harbors Director's recommendation.

Mr. Hilson will be attending the City Council meeting of February 3, 2022, 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 that the City Council adopt the motion approving Change Order No. 2 to Contract No. 20-03, Bar Harbor North Ramp 3 and Electrical Floats 10 & 11, in the amount of \$25,869 bringing the contract amount to \$768,769; extending the contract deadline 30 calendar days; authorizing funding in the amount of \$12,934.50 from the Harbor Department's 2020 Replacement of Bar Harbor North Ramp No. 3 and the electrical service on Floats 10 and 11 capital account; approving Amendment No. 1 to Grant Agreement No. 20-HG-003 with the State of Alaska in the amount of \$12,934.50; and directing the Acting City Manager to execute the Change Order and Grant Agreement Amendment on behalf of the City Council.

Recommended Motion: I move the City Council approve Change Order No. 2 to Contract No. 20-03, Bar Harbor North Ramp 3 and Electrical Floats 10 & 11, in the amount of \$25,869 bringing the contract amount to \$768,769; extend the contract deadline 30 calendar days; authorize funding in the amount of \$12,934.50 from the Harbor Department's 2020 Replacement of Bar Harbor North Ramp No. 3 and the electrical service on Floats 10 and 11 capital account; approve Amendment No. 1 to Grant Agreement No. 20-HG-003 with the State of Alaska in the amount of \$12,934.50; and direct the Acting City Manager to execute the Change Order and Grant Agreement Amendment on behalf of the City Council.



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

MEMORANDUM

TO: Lacey Simpson, Acting City Manager

CC: Diane Bixby, Executive Assistant

FROM: Mark Hilson P.E., Acting Port and Harbors Director

DATE: January 25, 2022

SUBJECT: Bar Harbor North Ramp 3 & Electrical Floats 10 & 11, Municipal Harbor Facility Grant Agreement 20-HG-003 Amendment 1

At its meeting of May 7, 2020 the City Council approved the Municipal Harbor Facility Program Grant Agreement No. 20-HG-003 – KTN: Bar Harbor North Ramp 3 between the City of Ketchikan and the State of Alaska in an amount not to exceed \$447,765.50 for the replacement of Bar Harbor North Ramp 3 and electrical work on Floats 10 & 11.

At its meeting of April 16, 2020, the City Council awarded Contract #20-03 in the amount of \$728,800 to Pool Engineering. Change Order 1 in the amount of \$14,100 was approved by City Council at its meeting of January 7, 2021 bringing the Contract Amount to \$742,900. Almost all of the work is complete however various items were discovered during construction that need to be addressed in the amount of \$25,869. These include concrete float surface repairs, meter socket modifications required by KPU Electric, slope embankment stabilization, and a new sewer pump out breaker.

Since this project was originally funded through the State's Harbor Facilities Grant Program, and these additional items fall within the original project scope, we have been able to obtain State concurrence that the State will add these additional items to the Grant Agreement and fund up to 50% of the cost of the additional items. As a result, the State has prepared proposed Grant Agreement Amendment No. 1, which if approved by City Council would increase the Grant amount by \$12,934.50 for a total grant maximum award of \$460,700 or 50% of authorized expenses incurred by the City, whichever is less.

RECOMMENDATION

It is recommended that the City Council adopt a motion approving Change Order No. 2 to Contract No. #20-03, Bar Harbor North Ramp 3 and Electrical Floats 10 & 11, in the amount of \$25,869 for a revised contract cost of \$768,769; authorizing funding of \$12,934.50 from the project contingency, extending the

contract deadline 30 Calendar Days; and approving Grant Agreement No. 20-HG-003 Amendment No. 1 in the amount of \$12,934.50; and directing the City Manager to execute the Change Order and Grant Agreement Amendment No. 1 on its behalf.

Recommended Motion

I move the City Council approve Change Order No. 2 to Contract No. #20-03, Bar Harbor North Ramp 3 and Electrical Floats 10 & 11, in the amount of \$25,869 bringing the contract amount to \$768,769; authorize funding of \$12,934.50 from the project contingency, extending the contract deadline 30 Calendar Days; and approve Grant Agreement No. 20-HG-003 Amendment No. 1 in the amount of \$12,934.50; and direct the City Manager to execute the Change Order and Grant Agreement Amendment No. 1 on its behalf.

Attachments

Excerpt from City Council Meeting Minutes May 7, 2020

Excerpt from City Council Meeting Minutes of January 7, 2021

Proposed Change Order 2 Contract #20-03

No. Change Order No. 1 to Grant Agreement No. 20-HG-003

January 7, 2021

John Pool
Pool Engineering, Inc.
PO Box 6000
Ketchikan, AK 99901

Re: Change Order 2: Bar Harbor North Ramp 3 and Electrical Floats 10 & 11, Contract # 20-03

This change order modifies your original contract with the City of Ketchikan to reflect all extra work and materials related to this project:

| <u>Description</u> | <u>Change Order Amount</u> |
|---|----------------------------|
| 1) RFP No. 1 – Concrete Float Repairs | \$3,000.00 |
| 2) RFP No. 2 – Meter Socket Modifications | \$5,150.00 |
| 3) RFP No. 3 – Slope Embankment | \$3,100.00 |
| 4) RFP No. 4 – Sewer Pumpout Breaker | \$1,969.00 |
| 5) RFP No. 5 – Telecom Conduits | \$12,650.00 |

Total Change Order No. 2 **\$ 25,869.00**

| | | | |
|---------------------|---------------|-------------------|---------------|
| Original Contract; | \$ 728,800.00 | Previous Total | \$ 742,900.00 |
| Previous Addition: | \$ 14,100.00 | This Change Order | \$ 25,869.00 |
| Previous Deduction: | \$ -- 0 -- | New Total | \$ 768,769.00 |

Calendar Days Increase: 30 Days

This above amount covers all work in connection with this change. Your acceptance and the Owner's acceptance shall constitute and become a part of your contract with the City of Ketchikan dated April 17, 2020. The above changes shall be subject to the same terms and conditions as contained in said contract and shall be made in accordance with the drawings and specifications of the Engineer.

CONTRACTOR

By: _____

Date: 1-20-22

PROJECT ENGINEER



PND Engineers, Inc.

Note: All changes in work done on this contract
Must be reported to and accepted by the Owner
before extras will be authorized.

Accepted By:
CITY OF KETCHIKAN, OWNER

By: _____

Date: _____

Bar Harbor North Ramp 3 and Electrical Floats 10 & 11

Change Order No. 2

Backup Documentation and Attachments

March 18, 2021

PND Project No. 162030.03

**BAR HARBOR NORTH RAMP 3 AND ELECTRICAL FLOATS 10 & 11
REQUEST FOR PROPOSAL NO. 01**

Project: Bar Harbor North Ramp 3 and Electrical Floats 10 & 11
To: Mr. John Pool, Vice President
Pool Engineering, Inc.
From: Brandon Ivanowicz, Project Manager
PND Engineers, Inc.
Re: Request for Proposal Number 01,
Repair Existing Concrete Float Units

The following is not a change order or directive. The Contractor is not authorized to proceed with the Work described in this request for proposal until approved by the Owner's representative. Please furnish a lump sum price cost proposal that includes providing all labor, materials, tools and equipment to perform the Work as described herein.

Background:

(3) existing concrete float units have spalling and/or heaving near locations where new electrical pedestals will be installed. The spalling/heaving is preventing proper installation of the pedestals to the floats.

Proposed Change:

Provide a lump sum price for:

1.) Sawcut around the perimeter of the (3) damaged areas of concrete. Chip, remove and dispose of the damaged concrete, approx. 50 square feet total, to a depth of 1 1/2" to expose the top of the existing float foam interior without causing damage to the foam. Apply a concrete bonding agent to the vertical edges of the concrete to remain and place new concrete. Concrete shall be 5,000 psi SAKRETE or equal, mixed per manufacturer's recommendation with additional portland cement added at a rate of 5 lbs per 80lb bag of concrete and fiber mesh reinforcement added at a rate of 2 ounces per 80lb bag of concrete. Apply a broom finish to the top surface of the concrete and apply a curing agent. Protect concrete from damage by rain and/or freezing temperatures. Coordinate final work with Harbor Staff. All concrete installation shall be in accordance with Section 03301 – Structural Concrete.

All work shall be performed in accordance with the requirements of the Contract Documents.

Please provide a unit price cost proposal by **March 20th, 2021.**

RFP Attachments:

Photos.



ENGINEERS, INC.

Proposal, RFP 01 (by Contractor)



In accordance with the General Conditions of the Contract, the Contractor proposes that all work as described above shall be performed for the total change to the contract sum:

Addition (+)/Deduction (-), (Indicate one)

(+) \$ 3 000

The foregoing amount includes all direct and indirect costs related to this work and to the effect of the work on the remainder of the project. All other provisions of the contract remain in full force and effect.

The completion date is extended 1 calendar days because of this work.

Contractor: Pool Engineering, Inc.

By: [Signature]

Date: 3/19/2021

Title: Vice President

Recommendation (by the Engineer of Record)

I have carefully examined the foregoing proposal and recommend the following:

☒ Find it to be in order and the addition or deduction in contract cost and or time is reasonable. I therefore further recommend that the Owner:

☒ Accept the proposal, as presented by the Contractor, or

☐ Revise the proposal, as noted by the Engineer (detailed information attached)

☐ Find the proposal unacceptable and recommend that the Owner reject the proposal

By: [Signature]

Date: 3/22/21

Dick Somerville, P.E., Principal

Title: Vice President, PND Engineers

Authorization (by Owner)

☒ This proposal is accepted and I authorize performance of the changes specified herein. When signed below, this document authorizes the Contractor to proceed with the Work described in the associated RFP. In accordance with the contract documents, a Change Order in the contract amount and or completion time as provided in this accepted proposal will promptly follow.

☐ This proposal is not acceptable and is rejected

By: _____

Date: 3/24/21

Title: Interim Port & Harbors Director

March 29, 2021

PND Project No. 162030.03

**BAR HARBOR NORTH RAMP 3 AND ELECTRICAL FLOATS 10 & 11
REQUEST FOR PROPOSAL NO. 02**

Project: Bar Harbor North Ramp 3 and Electrical Floats 10 & 11
To: Mr. John Pool, Vice President
Pool Engineering, Inc.
From: Brandon Ivanowicz, Project Manager
PND Engineers, Inc.
Re: Request for Proposal Number 02,
Pedestal Meter Socket Modifications

The following is not a change order or directive. The Contractor is not authorized to proceed with the Work described in this request for proposal until approved by the Owner's representative. Please furnish a lump sum price cost proposal that includes providing all labor, materials, tools and equipment to perform the Work as described herein.

Background:

The 120V, 30A pedestals require being modified from 5-jaw to 4-jaw configuration to accommodate the 1S meters being provided and installed by KPU.

Proposed Change:

Provide a lump sum price for:

The wiring at all new shore-tie pedestal meter sockets (excluding pedestals 10-1, 10-2, 10-3, 10-4, 10-5, 10-6), (52) total, shall be reconfigured from 5-jaw to 4-jaw to suite the type 1S meters provided by utilities. For each of these meter sockets perform the following work: Disconnect the neutral wire and remove the fifth jaw termination. Remove the wire between the top-right termination and the lugs in the pull box. Re-terminate the neutral wire on the top-right jaw.

All work shall be performed in accordance with the requirements of the Contract Documents.

Please provide a unit price cost proposal by **April 2nd, 2021**.

RFP Attachments:

None.



ENGINEERS, INC.

Proposal, RFP 02 (by Contractor)

In accordance with the General Conditions of the Contract, the Contractor proposes that all work as described above shall be performed for the total change to the contract sum:

Addition (+) Deduction (-), (Indicate one)

(+) \$ 5,150

The foregoing amount includes all direct and indirect costs related to this work and to the effect of the work on the remainder of the project. All other provisions of the contract remain in full force and effect.

The completion date is extended 5 calendar days because of this work.

Contractor: Pool Engineering Inc.

By: [Signature]

Date: 4/6/21

Title: Vice Pres.

Recommendation (by the Engineer of Record)

I have carefully examined the foregoing proposal and recommend the following:

X Find it to be in order and the addition or deduction in contract cost and or time is reasonable. I therefore further recommend that the Owner:

X Accept the proposal, as presented by the Contractor, or

____ Revise the proposal, as noted by the Engineer (detailed information attached)

____ Find the proposal unacceptable and recommend that the Owner reject the proposal

By: [Signature]

Date: 4/6/21

Dick Somerville, P.E., Principal

Title: Vice President, PND Engineers

Authorization (by Owner)

____ This proposal is accepted and I authorize performance of the changes specified herein. When signed below, this document authorizes the Contractor to proceed with the Work described in the associated RFP. In accordance with the contract documents, a Change Order in the contract amount and or completion time as provided in this accepted proposal will promptly follow.

____ This proposal is not acceptable and is rejected

By: _____

Date: _____

Title: _____

April 20, 2021

PND Project No. 162030.03

**BAR HARBOR NORTH RAMP 3 AND ELECTRICAL FLOATS 10 & 11
REQUEST FOR PROPOSAL NO. 03**

Project: Bar Harbor North Ramp 3 and Electrical Floats 10 & 11
To: Mr. John Pool, Vice President
Pool Engineering, Inc.
From: Brandon Ivanowicz, Project Manager
PND Engineers, Inc.
Re: Request for Proposal Number 03,
Slope Embankment

The following is not a change order or directive. The Contractor is not authorized to proceed with the Work described in this request for proposal until approved by the Owner's representative. Please furnish a lump sum price cost proposal that includes providing all labor, materials, tools and equipment to perform the Work as described herein.

Background:

The existing embankment slope near the location of the upland hot box and light pole is of fairly fine erodible material and it is desired to be covered with stable material.

Proposed Change:

Provide a lump sum price for:

Deliver and place approximately 10 CY of clean 8" stones approximately 12" thick in the area shown on the attached drawing, match the existing slope profile.

All work shall be performed in accordance with the requirements of the Contract Documents.

Please provide a unit price cost proposal by **April 23, 2021**.

RFP Attachments:

Drawing 2.01 – RFP 03.



ENGINEERS, INC.

Proposal, RFP 03 (by Contractor)



In accordance with the General Conditions of the Contract, the Contractor proposes that all work as described above shall be performed for the total change to the contract sum:

Addition (+)/Deduction (-), (Indicate one)

(+) \$ \$3,100

The foregoing amount includes all direct and indirect costs related to this work and to the effect of the work on the remainder of the project. All other provisions of the contract remain in full force and effect.

The completion date is extended 1 calendar days because of this work.

Contractor: Pool Engineering, Inc.

By: [Signature]

Date: 4-20-21

Title: Vice President

Recommendation (by the Engineer of Record)

I have carefully examined the foregoing proposal and recommend the following:

☒ Find it to be in order and the addition or deduction in contract cost and or time is reasonable. I therefore further recommend that the Owner:

☒ Accept the proposal, as presented by the Contractor, or

☐ Revise the proposal, as noted by the Engineer (detailed information attached)

☐ Find the proposal unacceptable and recommend that the Owner reject the proposal

By: [Signature]

Date: 4/21/21

Dick Somerville, P.E., Principal

Title: Vice President, PND Engineers

Authorization (by Owner)

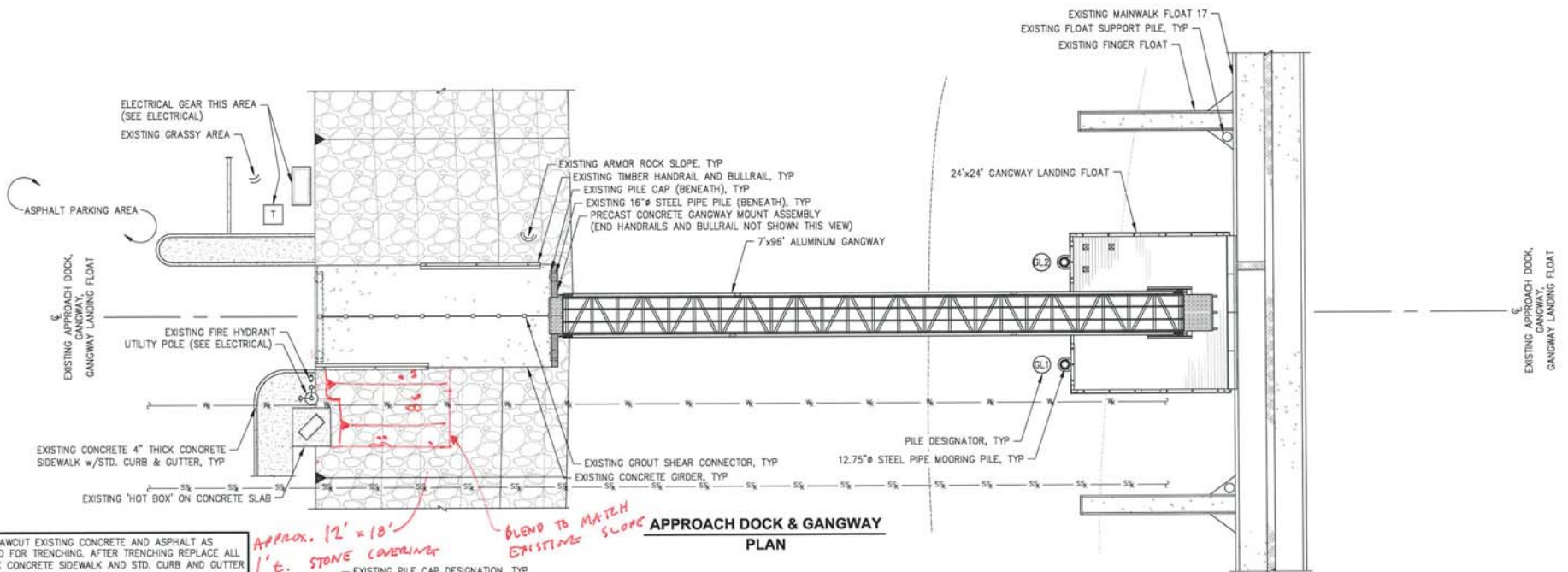
☐ This proposal is accepted and I authorize performance of the changes specified herein. When signed below, this document authorizes the Contractor to proceed with the Work described in the associated RFP. In accordance with the contract documents, a Change Order in the contract amount and or completion time as provided in this accepted proposal will promptly follow.

☐ This proposal is not acceptable and is rejected

By: _____

Date: _____

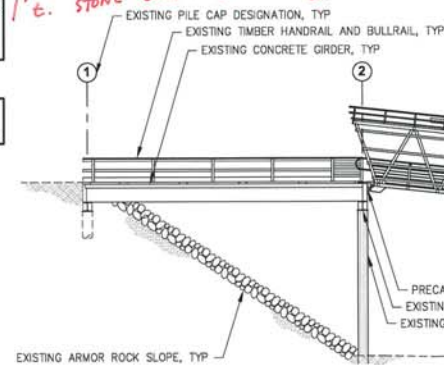
Title: _____



NOTE: SAWCUT EXISTING CONCRETE AND ASPHALT AS REQUIRED FOR TRENCHING. AFTER TRENCHING REPLACE ALL 4\"/>

NOTE: NOT ALL OVERHEAD/UNDERGROUND AND FLOAT MOUNTED UTILITIES SHOWN THIS SHEET. CONTRACTOR SHALL FIELD VERIFY ALL UTILITIES PRIOR TO CONSTRUCTION.

APPROX. 12' x 18' 1\"/>



APPROACH DOCK & GANGWAY PROFILE



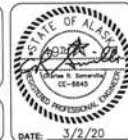
| REVISIONS | | | | |
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P N D
ENGINEERS, INC.

9360 Glacier Highway, Ste. 100
Juneau, Alaska 99801
Phone: 907-586-2093
Fax: 907-586-2099
www.pndengineers.com

DESIGN: BMI CHECKED: CRS
DRAWN: BMI APPROVED: CRS

SCALE: NTS



CITY OF KETCHIKAN
BAR HARBOR NORTH
RAMP 3 AND ELECTRICAL FLOATS 10 & 11

SHEET TITLE:
**APPROACH DOCK AND GANGWAY
PLAN AND PROFILE**

PND PROJECT NO.: 162030 C.A.N. NO.: AECC250

2.01
SHEET
5 OF 14

RFP 03

First City Electric, LLC

5/6/21

To: Pool Engineering

Attn: John Pool

RE: Additional Chafing Protection & New Sewer Pump
Breaker RFP 04

John,

Our pricing to supply and install the additional chafing protection at the pedestal bases and the needed breaker for the sewer pump is as follows:

- ~~• Additional Chafing Protection = \$3,000~~
- 2p 50a Breaker for Sewer Pump = \$1,790
+ 10% GC markup = 1,969.00

This price includes labor, material, shipping, travel, and overhead.

If there are any questions feel free to call

Thank you.

Dave Price

Quotation Accepted _____

November 10, 2021

PND Project No. 162030.03

**BAR HARBOR NORTH RAMP 3 AND ELECTRICAL FLOATS 10 & 11
REQUEST FOR PROPOSAL NO. 05**

Project: Bar Harbor North Ramp 3 and Electrical Floats 10 & 11
To: Mr. John Pool, Vice President
Pool Engineering, Inc.
From: Brandon Ivanowicz, Project Manager
PND Engineers, Inc.
Re: Request for Proposal Number 05,
Telecom Conduit

The following is not a change order or directive. The Contractor is not authorized to proceed with the Work described in this request for proposal until approved by the Owner's representative. Please furnish a lump sum price cost proposal that includes providing all labor, materials, tools and equipment to perform the Work as described herein.

Background:

The existing embankment slope near the location of the upland hot box and light pole is of fairly fine erodible material and it is desired to be covered with stable material.

Proposed Change:

Provide a lump sum price for:

Per sheet E2.10 markups, a 4" RSC from the telecom pedestal to the end of the approach dock.

Per sheet E2.10 markups, a 4" RSC on the underside of the gangway. This conduit shall be routed identically to the 4" feeder conduits.

Coordinate work with KPU.

KPU Responsibility:

Per sheet E2.10 markups, route telecom service cable from telecom pedestal at approach dock to existing splice in Float 17.

Provide cable support grips for telecom service cable at top of gangway and at cable support post on the gangway float.

Please provide a lump sum cost proposal by **Nov 24, 2021**.

RFP Attachments: Drawing E2.10



ENGINEERS, INC.

Proposal, RFP 05 (by Contractor)



In accordance with the General Conditions of the Contract, the Contractor proposes that all work as described above shall be performed for the total change to the contract sum:

Addition (+)/Deduction (-), (Indicate one)

(+) \$ 12,650

The foregoing amount includes all direct and indirect costs related to this work and to the effect of the work on the remainder of the project. All other provisions of the contract remain in full force and effect.

The completion date is extended ____ calendar days because of this work.

Contractor: Pool Engineering, Inc.

By: [Signature]

Date: 12-3-21

Title: Vice President

Recommendation (by the Engineer)

I have carefully examined the foregoing proposal and recommend the following:

☒ Find it to be in order and the addition or deduction in contract cost and or time is reasonable. I therefore further recommend that the Owner:

☒ Accept the proposal, as presented by the Contractor, or

☐ Revise the proposal, as noted by the Engineer (detailed information attached)

☐ Find the proposal unacceptable and recommend that the Owner reject the proposal

By: B. Ivan
Brandon Ivanowicz

Date: 12/3/21

Title: PND Engineers, Inc.

Authorization (by Owner)

☐ This proposal is accepted and I authorize performance of the changes specified herein. When signed below, this document authorizes the Contractor to proceed with the Work described in the associated RFP. In accordance with the contract documents, a Change Order in the contract amount and or completion time as provided in this accepted proposal will promptly follow.

☐ This proposal is not acceptable and is rejected

By: _____

Date: _____

Title: _____



**DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
Harbor Facilities Grant Program**

Amendment No. 1

This amendment modifies the Harbor Grant Agreement No. 20-HG-003 between the State of Alaska and the City of Kake signed by Ben White, Director, Program Development & Statewide Planning, and Karl R. Amylon, Manager, City of Ketchikan on May 12, 2020. All other terms and conditions remain unchanged.

1) Remove Document 9 (Attachment 1) in its entirety and replace with Document 9 (Attachment 1), Amendment 1:

HIGHLIGHTS

ADDED: AMENDMENT 1 SCOPE: Change order work to address deficiencies realized during construction that were necessary to complete the original scope. These include concrete float repairs, meter socket modifications, slope embankment, and sewer pump out breaker.

| | |
|--|---------------------|
| Project Budget: REVISED | \$460,700.00 |
| Grantee Funds (from a variety of sources): | |
| Department Matching Funds: | \$460,700.00 |
| Total Grantee and Department Funds: | \$921,400.00 |

2) Remove Document 10 (Attachment 2) in its entirety and replace with Document 10 (Attachment 2), Amendment 1

HIGHLIGHTS

| Payment No. | Completion of work item | Payment Percentage of the Total Grant Amount | Payment Amount |
|--------------------|--|---|-----------------------|
| 1 | Award of contract to Grantee's contractor | 10% | \$44,776.55 |
| 2 | Grantee's contractor mobilizes on-site in Wrangell | 40% | \$179,106.20 |
| 3 | Grantee's contractor completes 50% of the total project cost | 15% | \$67,164.83 |
| 4 | Grantee's contractor completes 75% of the total project cost | 15% | \$67,164.82 |

| | | | |
|---|---|------------------|---------------------|
| 5 | Grantee's contractor completes 100% of the total project cost – + 50% of Amendment 1 Payment | 10%+ 50% AMD1 | \$51,243.80 |
| 6 | Department receives all required final documentation from the Grantee + 50% of Amendment 1 Payment | 10%+ 50% AMD1 | \$51,243.80 |
| | SUBTOTAL | 100% | \$460,700.00 |

REVISED: Indirect and Direct Costs

The Grantor shall pay Grantee the grant funds less any State direct and indirect costs. For this project, there are no planned direct costs by the Department of Transportation & Public Facilities. Indirect charges are formally called Indirect Cost Allocation Plan (ICAP) rates. Per Departmental policy and procedures, all capital project expenditures, including grants, are subject to ICAP charges. The Department's current ICAP rate for harbor CIP projects, including harbor facility grants, is 6.78%. ICAP rates are subject to change annually (take effect at the beginning of the state fiscal year or July 1st) per the current approved Indirect Cost Rate Allocation (ICRA). This may result in a decrease of funds available to the City of Seward, thus reducing the overall funds available for reimbursement.

3) Remove Document 15 (Attachment 3) in its entirety and replace with Document 15 (Attachment 3), Amendment 1

HIGHLIGHTS

On Attachment 3, Forms Packet, Financial/Progress Report and Request for Reimbursement Form (Doc 15), modify the amount shown in "Total Grant Amount (DOT&PF portion) from \$447,765.50 to \$460,700.00.

NOTARY SIGNATURES ON FOLLOWING PAGE

This Amendment 1 to the Grant Agreement is entered as of the day and year written below:

STATE OF ALASKA
FIRST JUDICIAL DISTRICT

CITY OF KETCHIKAN

Lacey G. Simpson, Acting Manager
City of Ketchikan

Date

Subscribed and sworn to before me on this _____ day of January, 2022.

Notary Public
My Commission expires: _____

STATE OF ALASKA
FIRST JUDICIAL DISTRICT

STATE OF ALASKA,
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

James T. Marks, Director
Program Development & Statewide Planning

Date

Subscribed and sworn to before me on this _____ day of _____, 2022.

Notary Public
My Commission expires: _____

Attachment 1 – Amendment 1

Scope of Work

1. Project Name and Description

The scope of work of this grant is to provide one-half, or 50 percent, of the grantee's eligible costs with state matching funds to the Grantee for use towards the **Ketchikan Bar Harbor North Ramp 3** ("the project"). The description of the scope of work is contained in the Grantee's Harbor Facility Grant proposal dated **July 20, 2018** and is limited to the Grantee's RFP proposal results dated **October 23, 2019** and Change Order confirmations dated **September 27, 2021 and January 7, 2022**. The items of work in the project are as follows:

SCOPE: Demolition and disposal of a section of an existing concrete approach dock, gangway landing float, two steel piling, electrical cables and pedestals. Modification of the remaining approach dock followed by installation of a new aluminum gangway, new gangway landing float, two new steel pipe piles, new electrical conduits, cables and pedestals and other associated improvements.

AMENDMENT 1 SCOPE: Change order work to address deficiencies realized during construction that were necessary to complete the original scope. These include concrete float repairs, meter socket modifications, slope embankment, and sewer pump-out breaker.

1) RFP No. 1 – Concrete Float Repairs \$3,000.00. This change was discovered when we tried to mount the electrical pedestals to the 50-year-old pre-cast Concrete Floats. Due to their age and spending their life in the harsh marine environment, the concrete had cracked apart in some of the areas where the pedestals were to be mounted. Without a solid surface, we could not mount the pedestals. Therefore, concrete repairs were necessary to mount the pedestals. One of the major items of work funded by this grant was new electrical pedestals and so the project could not be completed without making the concrete repairs.

2) RFP No. 2 – Meter Socket Modifications \$5,150.00. Each electrical pedestal has an electric meter owned by Ketchikan Public Utilities (KPU). The design specified a 5-jaw mounting configuration and all of the pedestals were built that way. However, KPU does not use a 5-jaw configuration, only a 4 jaw. Therefore, to install KPU's meters the electric pedestals had to be modified to accept the 4-jaw configuration. One of the major items of work funded by this grant was new electrical pedestals and so the project could not be completed without making the modifications necessary to mount the electric meters.

3) RFP No. 3 – Slope Embankment \$3,100.00. Part of the scope of the grant was the replacement of an existing light pole which provided the overhead electrical service to the Harbor. When the area was excavated for the new light pole foundation, it was discovered that there was no armor rock on the steep tidally influenced slope, as was shown on the plan. Therefore, armor rock was added in order to protect the new light pole and electric service foundation.

4) RFP No. 4 – Sewer Pump-out Breaker \$1,969.00. Part of the scope of the original grant was to provide new electric service to the floats, including the existing sewer pump at the bottom of the ramp. Unfortunately, the electrical design engineer specified the wrong electrical breaker to serve the existing pump. This necessitated replacing the previously installed breaker with a new and different breaker to get the pump to work.

5) 4" Electrical Conduit on Ramp \$12,650.00. The Electrical Engineer missed the fact that there was an existing conduit on the old ramp. This added work will put that conduit back on the new ramp. It will most likely be used for low voltage wiring such as telecommunications lines.

a) Pool Engineering (base bid)

**BAR HARBOR NORTH RAMP 3 & ELECTRICAL
FLOATS 10 & 11
CONSTRUCTION COSTS**

4/7/2020 (revised)

| Base Bid Item Description | Units | Quantity | Unit Cost(\$) | Project Bid | Eligible |
|---|-------|----------|------------------|---------------------|---------------------|
| | | | | Cost (\$) | Cost (\$) |
| Mobilization | LS | 1 | 22,000.00 | 22,000.00 | 22,000.00 |
| Demolition and Disposal | LS | 1 | 18,500.00 | 18,500.00 | 18,500.00 |
| Construction Surveying | LS | 1 | 500.00 | 500.00 | 500.00 |
| Approach Dock Modifications | LS | 1 | 11,300.00 | 11,300.00 | 11,300.00 |
| 7'x96' Aluminum Gangway | LS | 1 | 155,000.00 | 155,000.00 | 155,000.00 |
| 24'x24' Gangway Landing Float | LS | 1 | 105,000.00 | 105,000.00 | 105,000.00 |
| Steel Pipe Mooring Pile, 12.75" dia x 0.5" thick | EA | 2 | 6,000.00 | 12,000.00 | 12,000.00 |
| Supply Floatation Billet | EA | 30 | 150.00 | 4,500.00 | 4,500.00 |
| Install Floatation Billet | EA | 30 | 500.00 | 15,000.00 | 15,000.00 |
| Electrical Improvements | LS | 1 | 320,500.00 | 320,500.00 | 320,500.00 |
| Electrical Support Assemblies | LS | 1 | 64,500.00 | 64,500.00 | 64,500.00 |
| Total Construction Cost | | | | \$728,800.00 | \$728,800.00 |
| 10% Contingency = \$72,880 | | | | | |
| Engineers' Contract Administration and Construction Inspection | | | | 93,851.00 | 93,851.00 |
| | | | | 895,531.00 | 895,531.00 |
| TOTAL PROJECT COSTS / ELIGIBLE COSTS | | | | \$895,531.00 | \$895,531.00 |

b) Pool Engineering (change order)

| Item Description | Project Cost (\$) | Eligible Cost (\$) |
|--------------------------------|---------------------|---------------------|
| Concrete Float Repairs | \$ 3,000.00 | \$ 3,000.00 |
| Meter Socket Modifications | \$ 5,150.00 | \$ 5,150.00 |
| Slope Embankment | \$ 3,100.00 | \$ 3,100.00 |
| Sewer Pump-out Breaker | \$ 1,969.00 | \$ 1,969.00 |
| 4" Electrical Conduit on Ramp | \$ 12,650.00 | \$12,650.00 |
| Total Amendment 1 Costs | \$ 25,869.00 | \$ 25,869.00 |

TOTAL PROJECT COSTS / ELIGIBLE COSTS \$ 921,400.00 \$ 921,400.00

c) Total of all construction related activities for the project eligible for award:

| Contractor | Description | Quantity | Units | Unit Cost | Subtotal |
|------------------|----------------------------|-----------|----------|---------------------------------|---------------------|
| Pool Engineering | Base Bid + 10% Contingency | All Req'd | Lump Sum | \$728,800.00 | \$801,680.00 |
| PND | Const. Inspection/Admin | All Req'd | Lump Sum | \$93,851.00 | \$93,851.00 |
| | | | | SUBTOTAL | \$895,531.00 |
| Amendment 1 | | | | | |
| Pool Engineering | Change Order | All Req | Lump Sum | \$25,869.00 | \$25,869.00 |
| | | | | SUBTOTAL | \$25,869.00 |
| | | | | | |
| | | | | NEW PROJECT SUBTOTAL | \$921,40.000 |
| | | | | MATCHING GRANT | \$460,700.00 |

2. Project Budget

| Grantee Funds (from a variety of sources) | Department Matching Funds | Total Grantee and Department Funds |
|--|---------------------------|---------------------------------------|
| | (per AS 29.60.800 et seq) | |
| \$460,700.00 | \$460,700.00 | \$921,400.00 |

3. Budget Narrative

The Department's grant funds and grantee's matching funds identified above will be used to complete the project described above under the project description. Any project cost increase over the **\$460,700.00** original bid amount plus change order shall be borne by and be the responsibility of the grantee, including all additional change orders, extra work orders, and construction claims by the grantee's contractor. **The Department's \$460,700.00 in grant funds represents the Department's maximum financial contribution toward the project unless amended.** The Department and the State of Alaska do not have a contractual role in the project and the Grantee shall fully and completely indemnify and protect the State of Alaska, the Department, and its employees of any and all issues connected with construction of the project.

4. Project Management and Reporting

This project will be managed by the Grantee.

Grantee's highest elected or municipal official possessing signatory authority for execution of the Grant Agreement and subsequent amendments may delegate his/her signatory authority to others within the municipal government via the Signatory Authority Form. The highest elected or municipal official may also designate grantee employees or council members financial and progress reporting authority via the **Authorized Signatures Form**. Such delegation is limited to officials and employees within the municipal government, unless otherwise approved by the Department.

The Grantee must establish and maintain separate accounting for the use of this Grant. The use of Grant funds in any manner contrary to the terms and conditions of this Grant Agreement may result in revocation of the grant and any balance of funds under the grant, a demand by the Department for repayment of grant monies previously distributed to Grantee, or other enforcement action.

The Grantee shall submit a **Grant Financial/Progress Report Form** with the concurrence of the Department, during the life of the Grant Agreement. There is not a specific deadline for Grant Financial/Progress Report Forms as long as the Grantee is making progress towards completing the project. Typically, the report period is the first of the month through the last day of the month. If quarterly reporting is used, the report period is the first day of the first month through the last day of the third month of the quarter. The final Financial/Progress Reports must be submitted within thirty (30) days following completion of the project. Under no circumstances will the Department release funds to the Grantee unless all required reporting is current.

Attachment 2 – Amendment 1 Payment Method

1. Payment Schedule

Upon full execution of this Grant Agreement, State treasury warrants will be released according to the payment schedule described below. Additional State treasury warrants will be released on a reimbursement basis upon receiving and approving Grantee's financial/progress reports. The Department will reimburse the Grantee for eligible costs incurred during the reporting period, in accordance with this Grant Agreement. **The Department will not reimburse the Grantee without a complete and signed *Financial/Progress Report and Request for Reimbursement* form**, prepared and submitted by Grantee's highest elected or municipal official. See Attachment 3 for a copy of the form.

Upon full execution of this Grant Agreement, the payment schedule for the grant agreement number 20-HG-003 shall be:

| Payment No. | Completion of work item | Payment Percentage of the Total Grant Amount | Payment Amount |
|-------------|---|--|----------------|
| 1 | Award of contract to Grantee's contractor | 10% | \$44,776.55 |
| 2 | Grantee's contractor mobilizes on-site in Wrangell | 40% | \$179,106.20 |
| 3 | Grantee's contractor completes 50% of the total project cost | 15% | \$67,164.83 |
| 4 | Grantee's contractor completes 75% of the total project cost | 15% | \$67,164.83 |
| 5 | Grantee's contractor completes 100% of the total project cost – + 50% of Amendment 1 Payment | 10%+ 50% AMD1 | \$51,243.80 |
| 6 | Department receives all required final documentation from the Grantee + 50% of Amendment 1 Payment | 10%+ 50% AMD1 | \$51,243.80 |
| | SUBTOTAL | 100% | \$460,700.00 |

Before each payment, the grantee is responsible for providing suitable backup documentation in addition to submission of the *Financial/Progress Report and Request for Reimbursement* form. Before approving the financial/progress report for payment, the Department may require the Grantee to submit documentation of the costs reported, e.g., contractor billings, invoices, and copies of signed Grantee treasury warrants made to the Grantee's contractor. The minimum required documentation will be:

- For Payment No. 1, the grantee shall provide a copy of a contract or a "Letter of Award" (aka a "Notice to Proceed") to its contractor, or its equivalent. The term "*Letter of Award*" refers to a process used by the Department to officially notify the successful low bidder on a project that he has been selected to be the contractor for that respective project and the Department accepts his bid. The Grantee must produce an equivalent document showing that the work described in the grant agreement will be performed by a contractor.

- For Payment No. 2, the grantee shall provide a copy of a payment or invoice, or its equivalent, showing that at least 50% of the “Mobilization and Demobilization” bid item has been paid to the grantee’s contractor, or its equivalent.
- For Payment No. 3, the grantee shall provide a copy of a payment or invoice, or its equivalent, for the described project showing that at least 50% of the total project cost has been paid to the grantee’s contractor.
- For Payment No. 4, the grantee shall provide a copy of a payment or invoice, or its equivalent, for the described project showing that at least 75% of the total project cost has been paid to the grantee’s contractor.
- For Payment No. 5, the grantee shall provide a copy of a Substantial Completion Letter to the Grantee’s contractor, or its equivalent, that the project is complete. Alternatively, the grantee could provide a copy of a payment or invoice, or its equivalent, for the described project showing that 100% of the total project cost has been paid to the grantee’s contractor. The Grantee will also be paid for 50 percent of the total amount of the work for Amendment 1(\$6,467.25).
- For Final payment, Payment No. 6, the Department will withhold ten percent (10%) of the grantee agreement amount until all final documents and required grant reports have been submitted to the Department. The Grantee will also be paid for 50 percent of the total amount of the work for Amendment 1(\$6,467.25).

2. Indirect and Direct Costs

The Grantor shall pay Grantee the grant funds less any State direct and indirect costs. For this project, there are no planned direct costs by the Department of Transportation & Public Facilities. Indirect charges are formally called Indirect Cost Allocation Plan (ICAP) rates. Per Departmental policy and procedures, all capital project expenditures, including grants, are subject to ICAP charges. The Department’s current ICAP rate for harbor CIP projects, including harbor facility grants, is 6.78%. ICAP rates are subject to change annually (take effect at the beginning of the state fiscal year or July 1st) per the current approved Indirect Cost Rate Allocation (ICRA). This may result in a decrease of funds available to the City of Seward, thus reducing the overall funds available for reimbursement.

3. Withholding the Final Payment

The Department will withhold the final payment (see Appendix A, Article 44), Payment No. 6, until the Department determines that the Grantee has satisfactorily completed the terms of this grant agreement, including all required reporting and submission of photographs of the in-progress and completed project. In addition, the Department may withhold all, or a percentage of, the final payment until it performs a final on-site inspection of the completed project.

**Department of Transportation and Public Facilities
HARBOR FACILITIES GRANT FINANCIAL/PROGRESS REPORT
and Request for Reimbursement – Amendment 1**

| | |
|---|---|
| Recipient Name and Address: City of Ketchikan 334 Front Street Ketchikan, AK 99901 Vendor EDI# | Return Report Form to: Juneau Field Office – Harbor Grants ADOT&PF P.O. Box 112506 Juneau, AK 99811-2506 |
|---|---|

| | |
|---------------------|-----------------------------------|
| Project Name: | KETCHIKAN BAR HARBOR NORTH RAMP 3 |
| Grant Agreement No. | 20-HG-003 |
| Report No. | |
| Report Period: | <i>From:</i> <i>To:</i> |

| | |
|--|----------------------|
| Total Grant Amount (DOT&PF portion) | \$ 460,700.00 |
|--|----------------------|

| | Authorized Budget | Invoices/Billings this Report Period | Project Percent complete | Requested payment amount from DOT&PF* |
|------------------------|------------------------------------|--------------------------------------|--------------------------|---------------------------------------|
| Pool Engineering, Inc. | \$827,549.00 | | | |
| PND | \$93,851.00 | | | |
| Totals | \$921,400.00 | | | |
| | Total Requested Amount this Report | | | |

***Note: reference Attachment No. 2 “Payment Method” of the Grant Agreement**

Grantee's signature: *I certify that to the best of my knowledge and belief, the data reported herein is true and correct and all expenditures have been made for the purpose of, and in accordance with, applicable grant terms and conditions. In addition, I state that the payment is due and has not been previously requested.*

| | |
|----------------------------------|--|
| Signature of Authorized Official | |
| Printed Name and Title | |
| Date | |

(Note: Minimum documentation required with payment request is an expenditure report by payee by category by date and a progress report)

| | |
|------------------|-----------------------|
| DOT&PF STAFF USE | GAE #: _____ |
| | Payment Amount: _____ |

DOT&PF Approval: _____

Signature _____ Date _____

Coding: Program Number HHARB00019 Phase Number T04NON Activity Code 270N Object Code 3112

**Department of Transportation and Public Facilities
HARBOR FACILITIES GRANT FINANCIAL/PROGRESS REPORT
AND REQUEST FOR REIMBURSEMENT**

| | | |
|---|-----------------------|---|
| Grantee: City of Ketchikan | | Grant Number: 20-HG-003 |
| Project Title: KETCHIKAN BAR HARBOR NORTH RAMP 3 | Report Number: | Report Period: <i>From:</i> <i>To:</i> <div style="text-align: right;"><i>To:</i></div> |

PROGRESS REPORT: Describe activities that occurred during this report period. Identify any problems you may be experiencing. Attach additional pages if necessary. Provide photos of in-progress work and the final project. PDF copies of photos are appreciated.

CONSENT AGENDA

Mayor Sivertsen suggested moving several items to the Consent Agenda, including; Ordinance No. 20-1911 amending the Ketchikan Municipal Code by adding a new Chapter 3.22 entitled “Deferral for Certain Subdivided Property”; Budget transfers for the Telecommunications Division 2020 hosted Capital Projects; Exempting procurement of Business Hosted IP Phone Platform with GCSIT Solutions; Exempting procurement of BroadWorks Migration and Virtualization Services for the Telecommunications Division with ECG Inc.; and no objections were heard. Councilmember Zenge requested the item relating to the adjustment of vacation leave accrual for Firefighter/EMT Ken Furchtenicht be considered separately.

Approval of Minutes – Regular Meeting of April 16, 2020

Moved by Bergeron, seconded by Coose approval of the minutes of the regular meeting of April 16, 2020.

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

Change Order No. 1 to Contract No. 20-08 – Salmon Ladder Viewing Platform – PK Builders

Moved by Bergeron, seconded by Coose the City Council approve Change Order No. 1 to Contract No. 20-08, Salmon Ladder Viewing Platform, between the City and PK Builders extending the contract completion date from June 8, 2020 to July 17, 2020; and direct the City Manager to execute the change order on behalf of the City Council.

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

Designating June 13 Through June 20, 2020 as Spring Clean-Up Week

Moved by Bergeron, seconded by Coose the City Council designate June 13 through June 20, 2020 as Ketchikan Spring Clean-Up Week.

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

Municipal Harbor Facility Program Grant Agreement No. 20-HG-003 – KTN: Bar Harbor North Ramp

Moved by Bergeron, seconded by Coose the City Council approve Municipal Harbor Facility Program Grant Agreement No. 20-HG-003 – KTN: Bar Harbor North Ramp 3 between the City of Ketchikan and the State of Alaska in an amount not to exceed \$447,765.50 for the replacement of Bar Harbor North Ramp 3 and electrical work on Floats 10 & 11; and direct the city manager to execute the grant agreement on behalf of the City Council.

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

January 7, 2021

**Liquor License Renewal Application – Oceanview Restaurant,
LLC d/b/a Oceanview Restaurant**

Moved by Kiffer, seconded by Gage the City Council approve the liquor license renewal application for Beverage Dispensary: License No. 4536 – Oceanview Restaurant, LLC d/b/a Oceanview Restaurant 1831 Tongass Ave. Ketchikan, AK 99901.

Motion passed with Gass, Kiffer, Gage, Bradberry, Flora and Bergeron voting yea; Zenge absent.

Appointments to Boards and Commissions – Mayor Sivertsen

Mayor Sivertsen recommended the appointment of Licha Kelly-King to the Historic Commission; No objections where heard.

**Change Order No. 1 to Contract No. 20-03 – Bar Harbor North
Ramp 3 & Electrical Floats 10 & 11 – Pool Engineering, Inc.**

Moved by Kiffer, seconded by Gage the City Council approve Change Order No. 1 to Contract No. 20-03, Bar Harbor North Ramp 3 & Electrical Floats 10 & 11, between the City and Pool Engineering, Inc. in the amount of \$14,100 with the addition of three days to the contract completion date, bringing the total contract cost to \$742,900; authorize funding from the Harbor Department's Replacement of Bar Harbor North Ramp No. 3 and the electrical service on Floats 10 and 11 Capital Account; and direct the City Manager to execute the contract change order on behalf of the City Council.

Motion passed with Gass, Kiffer, Gage, Bradberry, Flora and Bergeron voting yea; Zenge absent.

UNFINISHED BUSINESS

Moved to Consent Agenda.

NEW BUSINESS

**Alaska Industrial Development and Export Authority (AIDEA)
Presentation Regarding the Ketchikan Shipyard**

Alan Weitzner, AIDEA Executive Director, Jesse Peterson, AIDEA Senior Manager Project Finance & Asset Management and Julie Sande, Board Member, provided an annual report on the Ketchikan Shipyard:

- Brief Overview;
- Public private partnership between AIDEA, City of Ketchikan, Ketchikan Gateway Borough and Virgor Industrial;
- Shipyard facilitates overview;
- Alaska Ship & Dry-dock overview;
- Shipyard's economic capabilities;
- Ship building & Economic Benefits and financing structure;
- 2019 shipyard performance;
- 2020 status updates;
- Plans for expansion, development plan objectives including the repair / conversion Hall;
- 2020 COVID-19 impacts;
- 2021 plans and goals.