

<b>TRANSMITTAL MEMORANDUM</b>
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TO: The Honorable Mayor and City Council

FROM: Lacey G. Simpson, Acting City Manager

DATE: January 26, 2022

RE: **Authorizing Professional Services for Thomas Basin Promenade Design – PND Engineers, Inc.**

In adopting the 2022 General Government Operating and Capital Budget, the City Council authorized \$350,000 in funding to the Tourism and Economic Development's Thomas Basin Promenade capital account. 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 authorizing a professional services agreement with PND, Engineers, Inc. of Juneau, Alaska for design services to complete the Thomas Basin Promenade at a cost not to exceed \$382,471. The rationale for the agreement authorization is detailed in Mr. Hilson's transmittal memorandum and requires some elaboration on the part of the City Manager's Office.

At its February 6, 2020 meeting, the City Council approved a professional services agreement with PND Engineers, Inc. of Juneau, Alaska in an amount not to exceed \$38,000 for a conceptual design of the Thomas Basin Promenade extension. The waterfront promenade has been an enjoyed and well-used community asset for many years, and the design services by PND would serve to complete the project by connecting two portions of the existing walkway. Following this design phase, Public Works staff organized an open house on August 18, 2020 to share the conceptual design and collect feedback on the proposed extension. The feedback was favorable and the City subsequently requested the firm to prepare proposals for design and permitting of the project. Due to the ongoing financial impacts of the COVID-19 pandemic, further design and permitting was not pursued despite funding for the engagement being approved in the 2020 and 2021 General Government Operating and Capital budgets, and the project has remained dormant.

As the City hopes to see a resumption of cruise in 2022 as well as receive additional visitors originating from the Ward Cove Dock Group cruise facility, projects such as the Thomas Basin promenade remain critical in dispersing visitors and also enhancing both the visitor and resident experience and increase the economic vitality of downtown Ketchikan. This project should not be delayed further. Mr. Hilson recommends a contingency of \$40,000 for this project, bringing the agreement total to \$422,471.

When paired with the not to exceed proposal cost, this will necessitate a budget transfer in the amount of \$72,471 from appropriated reserves of the Commercial Passenger Vessel (CPV) Fund. 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 authorizing the Acting City Manager to enter into an agreement for professional services between the City of Ketchikan and PND Engineers, Inc. at a cost not to exceed \$382,471 for professional services related to the design of the Thomas Basin Promenade; establishing a project contingency in the amount of \$40,000 bringing the agreement total to \$422,471; authorizing a budget transfer in the amount of \$72,471 from the appropriated reserves of the Commercial Passenger Vessel (CPV) Fund to the Tourism and Economic Development's 2022 Thomas Basin Promenade capital account; authorizing funding in the amount of \$422,471 from the Tourism and Economic Development's 2022 Thomas Basin Promenade capital account, and directing the Acting City Manager to execute the agreement on behalf of the City Council.

**Recommended Motion:** I move the City Council authorize the Acting City Manager to enter into an agreement for professional services between the City of Ketchikan and PND Engineers, Inc. at a cost not to exceed \$382,471 for professional services related to the design of the Thomas Basin Promenade; establish a project contingency in the amount of \$40,000 bringing the agreement total to \$422,471; authorize a budget transfer in the amount of \$72,471 from the appropriated reserves of the Commercial Passenger Vessel (CPV) Fund to the Tourism and Economic Development's 2022 Thomas Basin Promenade capital account; authorize funding in the amount of \$422,471 from the Tourism and Economic Development's 2022 Thomas Basin Promenade capital account, and direct the Acting City Manager to execute the agreement on behalf of the City Council.

## **MEMORANDUM**

**TO:** Lacey Simpson, Acting City Manager  
**CC:** Amanda Robinson, AIA, Project Manager  
**FROM:** Mark Hilson, P.E., Acting Port & Harbors Director  
**DATE:** January 24, 2022  
**SUBJECT:** **Professional Services Agreement for Thomas Basin Promenade Design – PND Engineers, Inc.**

In adopting the 2022 Capital Improvement Program Budget, City Council authorized funding in the amount of \$350,000 to complete the design of the Thomas Basin Promenade. As a result, staff requested an updated proposal from PND Engineers to complete the design up to getting a contractor on board, but not including construction phase services. PND estimated that this scope of work would cost \$382,471 to complete. Since this amount is above the \$50,000 threshold established in the City of Ketchikan's Municipal Code, and this proposal amount will bring the project cost over the 2022 \$350,000 budgeted funding, the agreement and additional funds must be approved by City Council. It is worth noting this design is a continuation of the work that PND Engineers completed in 2020 that culminated with a public forum presentation of a conceptual design that received very favorable public feedback. A motion has been prepared for City Council consideration.

### **RECOMMENDATION**

It is recommended that the City Council adopt a motion approving the Agreement for Professional Design Services between the City and PND Engineers, Inc. in the amount of \$382,471 for design services for the Thomas Basin Promenade, establishing a contingency of \$40,000; and authorizing additional funding in the amount of \$72,471 for a total contract amount of \$422,471; authorizing funding from the Tourism and Economic Development Thomas Basin Promenade capital account; and directing the City Manager to execute the Agreement on its behalf.

**Recommended Motion:** I move the City Council approve the Agreement for Professional Design Services between the City and PND Engineers, Inc. in the amount of \$382,471 for design services for the Thomas Basin Promenade, establish a contingency of \$40,000; and authorize additional funding in the amount of \$72,471 for a total contract amount of \$422,471; authorize funding from the Tourism and Economic Development Thomas Basin Promenade capital account; and direct the City Manager to execute the Agreement on behalf of the City Council.

**AGREEMENT**  
**FOR**  
**PROFESSIONAL DESIGN SERVICES**

**Tasks 2-6: Completion of Design Drawings and Permitting Services for**  
**Thomas Basin Promenade**

THIS AGREEMENT made and entered into this 24th day of January, 2022, by and between the **City of Ketchikan, Alaska**, a municipal corporation, 344 Front Street, Ketchikan, Alaska 99901, hereinafter called "**OWNER**", and **PND Engineers**, whose address is 9360 Glacier Hwy, Ste 100 Juneau, Alaska 99801, and licensed and qualified to do business within the state of Alaska, hereinafter called "**Contractor**"

**R E C I T A L S**

- (a) The Owner desires the performance, provision, and accomplishment of the work, services, and materials described and set forth in Section 1.
- (b) **Contractor** 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:

**Section 1: Agreement to Perform.** The **Owner** hereby agrees to engage the **Contractor**, and the **Contractor** 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 described in Section 2 [Scope of Work] hereof at the times, in the manner, and for the consideration and payments hereinafter set forth.

**Section 2: Scope of Work.** The **Contractor** shall perform, supply, and provide all of the work, services and materials [hereinafter collectively referred to as "work"] as follows:

As set forth and described on Exhibit A attached hereto and incorporated herein by this reference.

**Section 3: Time for Commencement and for Completion of Work.**

(a) **Commencement.** **Contractor** shall commence the work called for in this Agreement upon the giving of a Notice to Proceed by the **Owner**.



(b) **Completion.** Upon giving of Notice to Proceed, the work called for in this Agreement shall be performed and completed as follows: As shown in Exhibit A

**Section 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 **Contractor** as follows: As set forth in Exhibit A

**Section 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 **Contractor**, will be allowed or paid by the **Owner** and **Contractor** expressly waives any claim therefor.

**Section 6: Owner's Contracting Officer.** For purposes of this Agreement, the **Owner's** contracting officer shall be Mark Hilson, P.E. or such other person as is designated in writing by such person.

**Section 7: Compliance with Guidelines and Procedures.** The **Contractor** shall provide and perform all work, services and materials in full, strict and complete compliance with all the following procedures and guidelines: As shown in Exhibit A

**Section 8: Contractor Qualified.** The **Contractor** 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.

**Section 9: Contractor Responsible for Personnel.** The **Contractor** has or will secure, at **Contractor'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.

**Section 10: Personnel Supervision.** **Contractor** agrees that all work and services required or provided under this Agreement shall be performed personally by the **Contractor**, 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; provided, however, the **Owner** hereby authorizes the following persons to participate as follows:

None

**Section 11: Independent Contractor.** The parties hereto expressly agree that the **Contractor** 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 **Contractor**, it being understood that the **Contractor** is solely responsible therefor, 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.

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

**Section 13: Termination.** (a) **Termination for Cause.** This Agreement may be terminated in whole or in part in writing by **Owner** in the event of failure by **Contractor** to fulfill any of the terms and conditions of this Agreement upon the giving of not less than five (5) calendar days prior written notice of intent to terminate in the manner provided in Section 25 hereof.

(b) **Termination for Convenience of Owner.** This Agreement may be terminated in whole or in part in writing by the **Owner** for **Owner's** convenience provided the **Contractor** is given not less than Thirty (30) calendar days prior written notice of intent to terminate in the manner provided in Section 25 hereof.

(c) In the event termination by the **Owner** is effected pursuant to (a) above, the **Contractor** shall not be entitled to receive any further payment until the work is completed, or the **Owner** elects to not proceed further with the project. Upon completion of the work, or termination of the project in the event the **Owner** elects to not proceed with the project, the **Contractor** shall be paid as follows:

(1) In the event the costs and expense of taking over, re-advertising and completing the project or the costs of closing out the project if the **Owner** elects to not proceed with the project (hereinafter referred to as "close out costs"), exceed the remaining unpaid amount of this Agreement, any amount which was otherwise due and unpaid to **Contractor** at the time of termination shall be applied to such increased costs in taking over, re-advertising and completing the project, (or applied to close out costs) and the remaining amount of such costs, if any, shall be paid by the **Contractor** to the **Owner**.

(2) In the event said costs and expense of taking over, re-advertising and completing the project, (or close out costs) are less than the total amount which was otherwise due and unpaid to the **Contractor** at the time of termination, the increased costs of taking over and completing the project (or the close out costs) shall be deducted from the amounts due the **Contractor** and the balance, if any, paid to the **Contractor** without interest.

(d) In the event termination is for the convenience of the **Owner** pursuant to (b) above, the **Contractor** shall be paid for the services or other work that have been actually performed prior to the effective time of such notice of intent to terminate, and for reimbursement of any reimbursable expenses that were actually expended and paid prior to the effective time of such notice of intent to terminate, computed and fixed as provided for on Exhibit A and the **Owner** shall not be liable or responsible for any loss of profits or any other damages, amounts, or payments whatsoever to the **Contractor**.

(e) Upon receipt of a termination notice pursuant to paragraphs (a) or (b) above, the **Contractor** 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 **Contractor** in performing this Agreement, whether completed or in process, and free and clear of any mechanics or other liens or claims in favor of **Contractor** or any other person.

(f) Upon termination pursuant to paragraphs (a) or (b) above, the **Owner** may, but shall not be required to, take over the work and prosecute the same to completion by agreement with another person or otherwise, may elect to complete the work itself, or to not proceed further with the work and project.

(g) If, after termination by the **Owner** pursuant to (a) above, it is determined that the **Contractor** had not so failed, the termination shall be deemed to have been effected for the convenience of the **Owner**. In such event, adjustment of the amounts to be paid to **Contractor** for termination shall be made as provided in paragraph (d) of this section.

(h) No other damages, whether for lost profits or otherwise, other than the amounts allowed and computed as provided for in this Section 13 shall be due or payable to **Contractor** in the event of termination.

**Section 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 an amendment to this Agreement and the **Contractor** shall comply therewith.

**Section 15: Conflict of Interest.** The **Contractor** covenants, warrants and represents that the **Contractor** 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 **Contractor** further covenants, warrants and represents that in the performance of this Agreement, no person having any such interest shall be employed.

**Section 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 **Contractor**, its employees or representatives, 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 **Contractor**.

**Section 17: Reporting and Records.** (a) At any time during normal business hours, 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 **Contractor**.

(c) All project records shall be maintained by the **Contractor** 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.

**Section 18: Hold Harmless and Indemnity.** The **Contractor** shall indemnify, defend, and hold harmless the **Owner** from and against any claim of, or liability for, negligent acts, errors, and omissions of the **Contractor** related to the performance or nonperformance of this agreement. The **Contractor** is not required to indemnify, defend, or hold harmless the **Owner** for a claim of, or liability for, the independent negligent acts, errors, and omissions of the **Owner**. If there is a claim of, or liability for, a joint negligent act, error, or omission of the **Contractor** and the **Owner**, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "**Contractor**" and "**Owner**" include the employees, agents, and contractors who are directly responsible, respectively, to each. In this provision, "independent negligent acts, errors, and omissions" means negligence other than in the **Owner's** selection, administration, monitoring, or controlling of the **Contractor**, or in approving or accepting the **Contractor's** work. In this provision "claim" and "liability" include penalties and fines, claims or liabilities for any damages to any goods or properties or personal injury, including death, whether or not valid, any cost or expense, including attorney fees, and include claims by reason of any negligent defects in any plans, drawings, specifications, computer programs, technical reports, or other work product of **Contractor** 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**.

The **Owner** has no duty to review or correct **Contractor's** work. The **Owner's** review, inspection, acceptance, or approval of **Contractor's** work does not affect the **Contractor's** duty

to defend, indemnify, and hold the **Owner** harmless. The **Owner's** review, inspection, acceptance, or approval of **Contractor's** work is solely for the **Owner's** purposes. The **Owner** has no duty to notify the **Contractor** of any defects, errors, or omissions in **Contractor's** work which **Owner** may find or should have found as a result of **Owner's** review, inspection, acceptance, or approval of **Contractor's** work.

For purposes of the statute of limitations, any defect, error, or omission in **Contractor's** work shall be deemed discovered no earlier than the date upon which construction on the facilities designed by **Contractor** is substantially completed.

**Section 19: Insurance.** (a) **Public Liability Insurance.** **Contractor** agrees to keep and maintain in full force at **Contractor'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 **Two Million** Dollars (\$2,000,000) combined single limit insuring **Contractor**, 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, nonrenewal or reduction in the amount of coverage of such insurance coverage.

(b) **Contractor** shall in addition to (a) above, keep and maintain any additional policies of insurance specified on Exhibit B hereto.

(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 by the **Owner**, and on renewal of the policy not less than twenty (20) days before expiration of the term of the policy.

**Section 20: Ownership of 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 **Contractor**, 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 **Contractor** unless and until all of said documents and writings are delivered to **Owner** free and clear of any liens or claims of **Contractor** or any third parties relating thereto. The **Owner** shall have the sole and exclusive right to copyright, patent, license, or otherwise protect, sell, dispose of, or otherwise use any of the materials or work produced pursuant to this Agreement.

**Section 21: Independent Contractor; No Authority to Bind Owner.** The parties hereto agree that **Contractor** is an independent **Contractor** 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**.

**Section 22: No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to give any person other than the **Owner** and the **Contractor** 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 **Contractor**.

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

**Section 24: Assignment and Subletting Prohibited.** The **Contractor** shall not assign, transfer, convey, pledge, hypothecate, sublet, subcontract, or otherwise dispose of or encumber this Agreement, or the rights thereunder, nor shall the **Contractor** 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**.

**Section 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  
Lacey Simpson  
2930 Tongass, Ketchikan, AK 99901

**Contractor:** PND Engineers  
9360 Glacier Hwy, Ste 100  
Juneau, AK 99801

**Section 26: Equal Employment Opportunity.** (a) The **Contractor** shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, or sex. The **Contractor** will take affirmative action to ensure 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 **Contractor** agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this

nondiscrimination clause.

(b) The **Contractor** 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 **Contractor** 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 **Contractor** 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 (c) 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 **Contractor** 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.

**Section 27: Worker's Compensation Coverage.** The **Contractor**, 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 **Contractor** 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(c) and the **Owner**, at its option, may terminate this Agreement for cause without liability.

**Section 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 C and shall be accompanied by an executed statement concerning claims on the form attached hereto as Exhibit C.

(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 **Contractor** 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.

**Section 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) **Nonwaiver.** 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.** Contractor shall, at Contractor'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 Contractor 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 **Contractor** is a corporation **Contractor** 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.

**Section 30: Additional Terms and Conditions**. This Agreement is not subject to additional terms, covenants, conditions and provisions.

**Section 31: 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 Three hundred and eighty two thousand and four hundred seventy one Dollars (\$382,471), and at such times as the total amount paid or due, or claimed by **Contractor**, reaches a total of Three hundred and eighty two thousand and four hundred seventy one Dollars (\$382,471), **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 Three hundred and eighty two thousand and four hundred seventy one Dollars (\$382,471) 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.

**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: \_\_\_\_\_

Lacey Simpson  
Acting City Manager

**Contractor:** PND Engineers, inc.

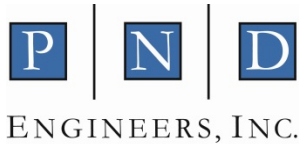
Charles R. (Dick) Somerville, P.E.

\_\_\_\_\_  
(type in name)

By:  01.24.22  
\_\_\_\_\_  
(signature of authorized officer)

PND Vice President & Principal Engineer

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



December 28, 2021

PND 202013

Mr. Mark Hilson, P.E.  
Public Works Director  
City of Ketchikan  
2930 Tongass Avenue  
Ketchikan, AK 99901

Re: Spruce Mill Promenade  
Tasks 2-6 – Engineering Services

Dear Mr. Hilson:

PND Engineers, Inc. (PND) appreciates the opportunity to provide this updated proposal to the City of Ketchikan (KTN) for engineering and permitting services on the Spruce Mill Promenade project. Per your request, we have reviewed and updated our fees to reflect price escalation that has occurred since our December 2020 proposal. We are excited for the opportunity to assist the City of Ketchikan's efforts to provide a safe pedestrian route along the waterfront for its residents and visitors alike to experience Ketchikan and to alleviate congestion in downtown. We understand you would like PND to complete the design for this project, submit necessary permit applications, and provide engineering assistance to coordinate with neighboring properties.

### **Scope of Services**

PND proposes to complete the design based on the attached concept drawings provided to the City under Task 1 of our current contract agreement. PND understands the promenade alignment will be revised based on proposed revisions to this publicly presented concept. Also added to the scope will be design repairs for the failing sheet pile wall along the NOAA property. The repairs to the failing sheet pile wall will entail a cantilevered concrete retaining wall supported on steel piles. Where the failing sheet pile wall remains, a shot rock embankment will be placed in front of the wall to stabilize it.

### **Fee Proposal**

Under this proposal, PND proposes to provide engineering services under five primary tasks. Tasks 2 through 4 will be completed on a Fixed Fee (FF) basis and will include developing bid ready drawings and specifications for the City to publicly advertise for construction bids. Tasks 5 and 6 will be completed on a Time and Expense (T&E) reimbursable basis as these services are not well defined or have uncertainties in scope and duration.

1. Task 2: 35% Preliminary Design Documents

Under this task, PND will refine the promenade alignment, perform engineering calculations, and develop drawings showing primary member sizes, spacing and configuration, typical sections of the promenade and new wall section. PND will also develop a revised project construction estimate. The drawings and cost estimate will be presented to the public and City staff for review and comment. Total fixed fees are \$80,334.00 for this task.

2. Task 3: 65% Design Development Documents

Under this task, PND will address review comments and further develop the design to a 65% complete submittal. Deliverables will include refined design drawings, engineering calculations, and

preliminary contract specifications. PND will present the drawings to the public and City staff for review and comment. PND will update the cost estimate to reflect the 65% complete stage. Total fixed fees are \$123,799.00 for this task.

3. Task 4: Bid Ready Documents and Bid Phase Assistance

Under this task, PND will address final review comments and complete final engineering calculations, design drawings, technical specifications, bid and contract documents. The drawings and specifications will be sealed by a professional engineer registered in the State of Alaska. PND and its subconsultants will provide bid phase assistance during bidding to answer bidder questions and preparing addenda documents. Total fixed fees are \$100,638.00 for this task.

4. Task 5: Permitting

PND will complete the applications to obtain the necessary environmental permits for construction from local, state and federal agencies. An individual Section 10/404 permit will be necessary from the USACE and includes a purpose and need statement, detailed project description, mitigation statement, practicable alternatives analysis, essential fish habitat assessment, biological assessment for formal endangered species act consultation, and ADEC antidegradation analysis for water quality assurance certificate. Additionally, from the National Marine Fisheries Service an Incidental Harassment Authorization (IHA) along with a Marine Mammal Monitoring Plan will be necessary to complete this project. PND will respond to agency questions and concerns as they arise until all the necessary permits are issued for construction. T&E fee for this task is estimated at \$74,700.00.

5. Task 6: Coordination with Neighboring Properties

PND will support KTN in discussions and coordination with neighboring property owners during design development by providing engineering guidance and recommendations. T&E fee for this task is estimated at \$3,000.00.

Task Description	Fee	Fee Basis
2. 35% Design Documents	\$80,334	FF
3. 65% Design Documents	\$123,799	FF
4. Bid Ready Documents and Bid Phase Assistance	\$100,638	FF
5. Permitting	\$74,700	T&E
6. Coordination with Neighboring Properties	\$3,000	T&E
<b>Total</b>	<b>\$382,471</b>	As Shown

PND proposes to complete Tasks 2 through 6 as outlined above. Tasks completed on a Fixed Fee basis will be invoiced monthly based on the percentage of the task complete. Tasks completed on time and expense will be invoice using our standard billing rates (attached) at the time of service. A 10% administrative markup shall be included on all third party and reimbursable expenses. Fees indicated shall not be exceeded without prior written authorization from the City of Ketchikan. Construction administration and inspection shall be performed under future tasks as approved by the City at a later date. Fixed Fees presented in this proposal will be held for a period of 60 days, after which PND reserves the right to revise fees to account for changes in staff billing rates.

### **Project Schedule**

Design and Permitting will commence immediately upon receiving formal authorization to proceed. It is anticipated that design documents will be ready for bidding in March 2023 so that the project can be awarded for construction in May 2023 with onsite construction starting in October 2023. It is critical to receive NTP for design and permitting services at your earliest possible convenience to remain on this schedule. It is anticipated that 12-18 months will be necessary to complete the design and obtain the necessary permits for construction.

### **Closing**

We appreciate the opportunity to support KTN on this exciting waterfront project and please let us know if we have perceived your needs appropriately. If you find this proposal acceptable, please provide a formal authorization for PND to proceed. We look forward to working with you.

Sincerely,  
PND Engineers, Inc. | Juneau Office



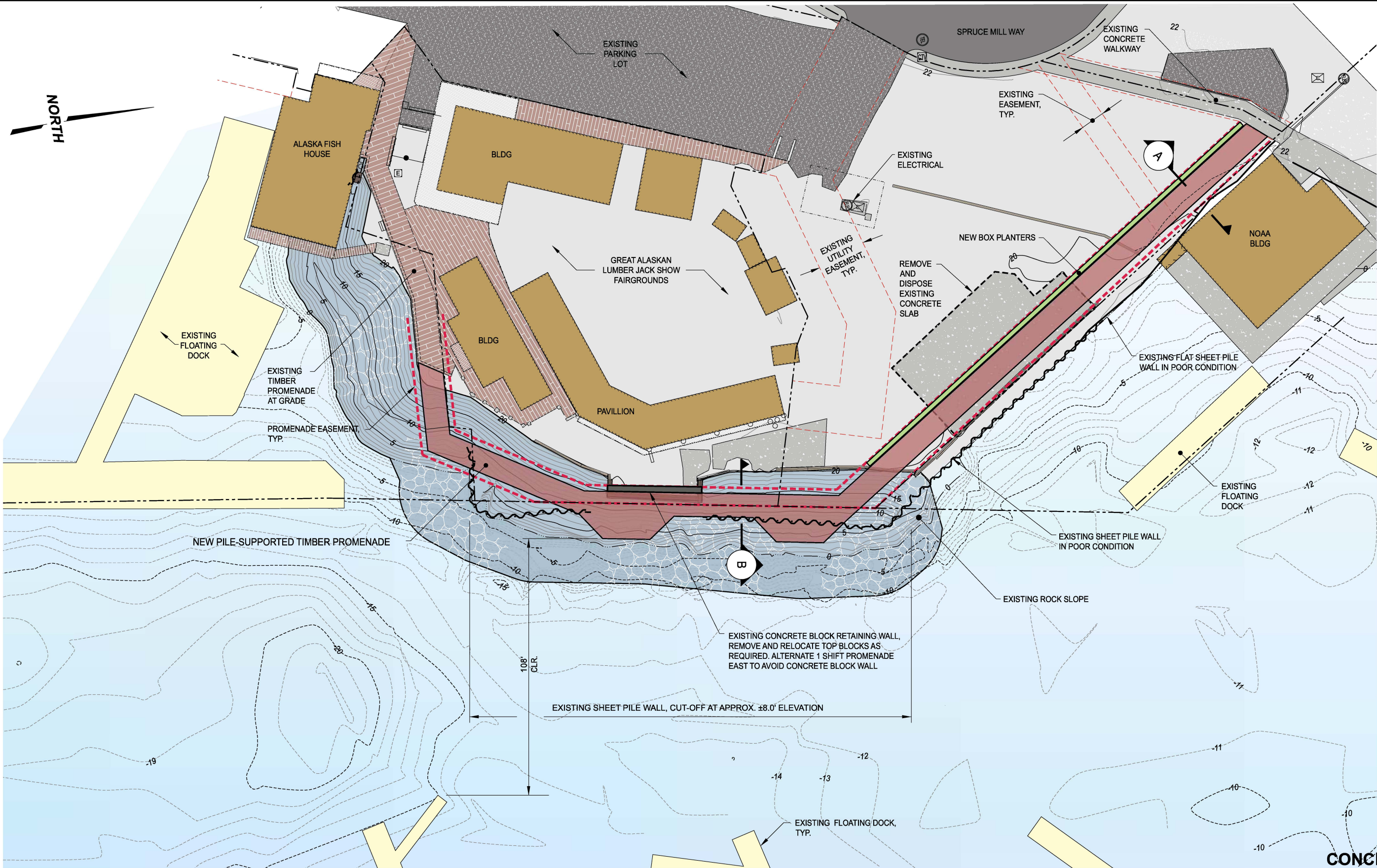
Matt Holm, P.E. | Senior Engineer



Dick Somerville, P.E. | Vice President

Enclosures: Concept Site Plan, Task 5 Time and Fee Estimate and Rate Schedule





CONCEPTUAL



REVISIONS					
REV.	DATE	DESCRIPTION	DWN.	CKD.	APP.



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

DESIGN: MBH CHECKED: BMI  
DRAWN: PJD APPROVED: CRS

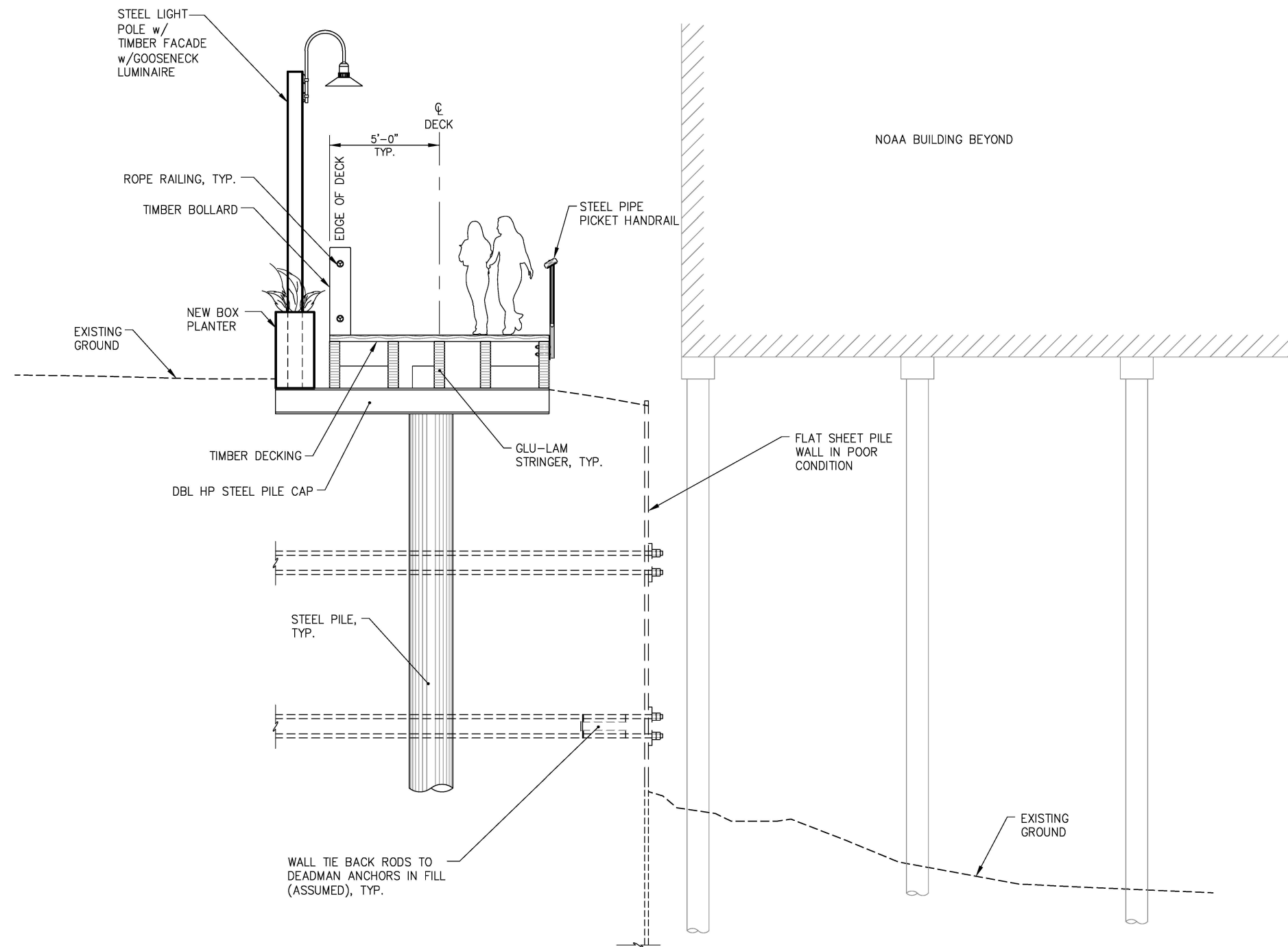
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DATE: AUGUST 2020

CITY OF KETCHIKAN, ALASKA  
SPRUCE MILL PROMENADE

SHEET TITLE:  
CONCEPT SITE PLAN

PND PROJECT NO.: 202013 C.A.N. NO.: AEC250



**A PROMENADE - TYPICAL SECTION**

**CONCEPTUAL**



REVISIONS					
REV.	DATE	DESCRIPTION	DWN.	CKD.	APP.

**ENGINEERS, INC.**

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

DESIGN: MBH    CHECKED: BMI  
DRAWN: PJD    APPROVED: CRS

SCALE: SCALE IN FEET  
0 3 6 FT.

**CITY OF KETCHIKAN, ALASKA  
SPRUCE MILL PROMENADE**

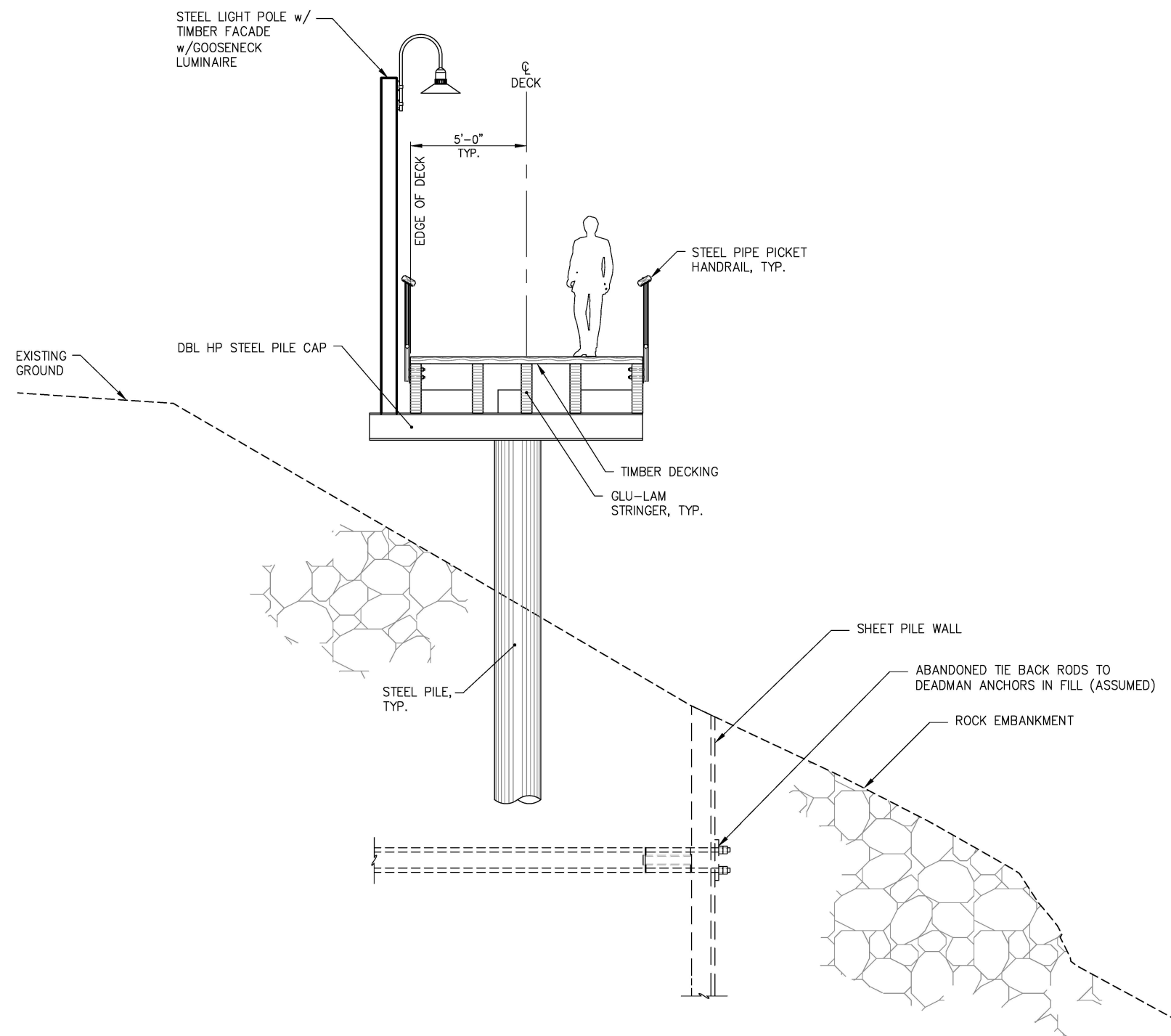
SHEET TITLE:  
**TYPICAL SITE SECTIONS**

DATE: AUGUST 2020

PND PROJECT NO.: 202013    C.A.N. NO.: AECC250

**2**





**B PROMENADE - TYPICAL SECTION**

**CONCEPTUAL**



REVISIONS					
REV.	DATE	DESCRIPTION	DWN.	CKD.	APP.



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

DESIGN: MBH CHECKED: BMI  
DRAWN: PJD APPROVED: CRS

SCALE: SCALE IN FEET  
0 3 6 FT.

DATE: AUGUST 2020

**CITY OF KETCHIKAN, ALASKA  
SPRUCE MILL PROMENADE**

SHEET TITLE:  
**TYPICAL SITE SECTIONS**

PND PROJECT NO.: 202013 C.A.N. NO.: AECC250



**PND ENGINEERS, INC.  
STANDARD RATE SCHEDULE  
EFFECTIVE FEBRUARY 2021**

<u>Professional:</u>	Staff Engineer I	\$95.00
	Staff Engineer II	\$105.00
	Staff Engineer III	\$115.00
	Staff Engineer IV	\$120.00
	Staff Engineer V	\$125.00
	Staff Engineer VI	\$140.00
	Senior Engineer I	\$135.00
	Senior Engineer II	\$145.00
	Senior Engineer III	\$155.00
	Senior Engineer IV	\$165.00
	Senior Engineer V	\$175.00
	Senior Engineer VI	\$195.00
	Senior Engineer VII	\$210.00
	GIS Specialist	\$100.00
	Environmental Scientist I	\$100.00
	Environmental Scientist II	\$120.00
	Environmental Scientist III	\$135.00
	Environmental Scientist IV	\$150.00
	Environmental Scientist V	\$165.00
	Environmental Scientist VI	\$180.00
<u>Surveyors:</u>	Senior Land Surveyor I	\$110.00
	Senior Land Surveyor II	\$120.00
	Senior Land Surveyor III	\$130.00
<u>Technicians:</u>		
	Technician I	\$55.00
	Technician II	\$80.00
	Technician III	\$90.00
	Technician IV	\$100.00
	Technician V	\$125.00
	Technician VI	\$140.00
	CAD Designer III	\$80.00
	CAD Designer IV	\$95.00
	CAD Designer V	\$115.00
	CAD Designer VI	\$125.00

## CERTIFICATE OF INSURANCE

PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONTAINS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.					
		COMPANIES AFFORDING COVERAGE					
		COMPANY A					
INSURED		COMPANY B					
		COMPANY C					
		COMPANY D					
<b>COVERAGE</b> THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
	GENERAL LIABILITY  <input type="checkbox"/> COMMERCIAL GEN LIABILITY  <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  <input type="checkbox"/> OWNERS/CONTRACTORS PROT  <input type="checkbox"/> <input type="checkbox"/>				GENERAL AGGREGATE8	\$2,000,000	
					PRODUCTS-COMP/OP AGG	\$	
					PERSONAL & ADV INJURY	\$1,000,000	
					EACH OCCURRENCE	\$1,000,000	
					FIRE DAMAGE (Any one Fire)		
					MED EXP (Any one person)	\$ 5,000	
					COMBINED SINGLE LIMIT	\$1,000,000	
	AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> <input type="checkbox"/>				BODILY INJURY (Per accident)	\$	
					BODILY INJURY (Per accident)	\$	
					PROPERTY DAMAGE	\$	
	GARAGE LIABILITY  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> <input type="checkbox"/>				AUTO ONLY EA ACCIDENT	\$	
					OTHER THAN AUTO ONLY		
					EACH ACCIDENT	\$	
					AGGREGATE	\$	
	EXCESS LIABILITY  X UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$1,000,000	
					AGGREGATE	\$	
						\$	
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY   THE PROPRIETORS <input type="checkbox"/> INC PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> EXCL				AK WC STATUTORY LIMITS		
					EL EACH ACCIDENT	\$ 500,000	
					EL DISEASE-POLICY LIMIT	\$ 500,000	
					EL DISEASE EA EMPLOYEE	\$ 500,000	
	OTHER COURSE OF CONSTRUCTION (All Builder's Risk)						
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS EFFECTIVE _____, THE CITY OF KETCHIKAN IS SHOWN AS ADDITIONAL INSURED WITH ALL RIGHTS OF SUBROGATION WAIVED AGAINST THEM ON THE GENERAL LIABILITY, AUTO AND EXCESS LIABILITY POLICIES AND ALL RIGHTS OF SUBROGATION ARE WAIVED ON THE WORKERS COMPENSATION POLICY AS RESPECTS THE 20XX Project Title, CONTRACT NO. 17-XX. GENERAL LIABILITY SHALL INCLUDE LIABILITY COVERAGE FOR BLASTING OPERATIONS.							
CERTIFICATE HOLDER  CITY OF KETCHIKAN 334 FRONT STREET KETCHIKAN, ALASKA 99901					CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.		
					AUTHORIZED REPRESENTATIVE		



### STATEMENT CONCERNING CLAIMS

The Contractor under that certain contract dated \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (Contractor) and the CITY OF KETCHIKAN (Owner) for work and services for \_\_\_\_\_

(Project)

states, represents and warrants that Contractor has fully completed all work and services included in the Contract and all authorized change orders thereto, and has fully paid for all labor, services, materials, equipment, supervision, taxes, use of equipment, and all other costs and expenses of the Project and the contract and that there are no disputes, claims or liens against the Owner, the Contractor, or any subcontractor of Contractor, and that the Contractor will have no claims against the Owner of any kind whatsoever arising from or growing out of the Contract or the Project except as follows:

Claimant

### Description of Claim

Amount

(Contractor)

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

STATE OF \_\_\_\_\_ )  
 )  
 ) ss. \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, on oath deposes and states, that he is the \_\_\_\_\_ of the aforesaid Contractor, that he makes this affidavit for and on its behalf and is authorized so to do, that he has read the foregoing Statement Concerning Claims and has personal knowledge of the facts contained therein and acknowledges said Statement Concerning Claims to be the free and voluntary act and deed of the Contractor for the purpose of obtaining final payment under the agreement described herein, that he was authorized to execute the same for and on behalf of the Contractor and that said Statement Concerning Claims is true and correct.

(Signature)

SUBSCRIBED and SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

NOTARY PUBLIC in and for  
the State of \_\_\_\_\_  
residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

(Seal)

October 1, 2020

**COVID-19 Financial Report for the Period Ended September 15, 2020**

Manager Amylon attached for Council review the COVID-19 Financial Report for the period ended September 15, 2020.

**Public Works Department Project Status Report – September 2020**

Manager Amylon included for Council review the project status report of the Public Works Department for the month of September 2020.

**Stedman Street Restroom Design Update**

Manager Amylon informed the Council that Public Works Director Hilson is requesting approval for Welsh Whiteley architects to complete the design phase under the current contract based on the development concepts, and unless the Council directs otherwise his office intends to authorize him to proceed accordingly.

**Thomas Basin Promenade Conceptual Design Update**

Manager Amylon updated the Council with the Thomas Basin Promenade Conceptual Design by PND Engineers, Inc.

**K.P.U. MANAGER'S REPORT** - None

**CITY CLERK'S FILE**

City Clerk Stanker informed early voting was taking place at the Ketchikan Recreation Center through Monday, October 5, 2020 from 8:00 a.m. to 5:00 p.m. She encouraged everyone to get out and vote on Tuesday, October 6, 2020.

**CITY ATTORNEY'S FILE**

Report of Significant Activities for the Month of August 2020 – Office of the City Attorney

**FUTURE AGENDA ITEMS**

Mayor Sivertsen asked the Council to consider a special meeting regarding the Port Proposals on October 14, 2020 starting at 6:00 p.m., and a special meeting to certify the results of the October 6, 2020 municipal election on October 12, 2020.

**MAYOR AND COUNCIL COMMENTS**

Councilmember Bergeron thanked Councilmember Chapel for her distinguished service during her short tenure on the City Council. He informed we have an obligation to conduct our business openly and with respect. He continued even though there are differing opinions at this table he takes all of their opinions to heart, thinks about them, and enjoys serving with everyone here.





TRANSMITTAL MEMORANDUM
------------------------

TO: The Honorable Mayor and City Council

FROM: Karl R. Amylon, City Manager

DATE: September 24, 2020

**RE: Thomas Basin Promenade Conceptual Design Update**

At its meeting of February 6, 2020, the City Council adopted a motion authorizing my office to enter into a professional services agreement with PND Engineers, Inc. of Juneau, Alaska in an amount not to exceed \$38,000 for conceptual design of the Thomas Basin Promenade. As indicated in the attached memorandum from Public Works Director Mark Hilson, an open house to review conceptual design development concepts was held at the Ted Ferry Civic Center on Tuesday, August 18, 2020. Mr. Hilson's report contains a summary of the feedback that was received.

As PND Engineers, Inc. has completed the conceptual design work authorized under the contract, Mr. Hilson has requested the firm to prepare proposals for design and permitting of the project.

Mr. Hilson will attend the City Council meeting of October 1, 2020, in order to address any questions and/or concerns that Councilmembers may have.



## **MEMORANDUM**

**TO:** Karl Amylon, City Manager  
**CC:** Lacey Simpson, Assistant City Manager  
Amanda Robinson, AIA, Project Manager  
**FROM:** Mark Hilson, P.E., Public Works Director  
**DATE:** September 18, 2020  
**SUBJECT:** **Open House Summary – Thomas Basin Promenade**

As reported in the August 20, 2020 City Council meeting packet, an open house was held on August 18, 2020 at the Ted Ferry Civic Center to review conceptual designs for the Thomas Bain Promenade. Public Works Engineering Division staff and representatives of PND Engineers, Inc. were in attendance to explain the project, to answer questions from the public and to receive comments or suggestions.

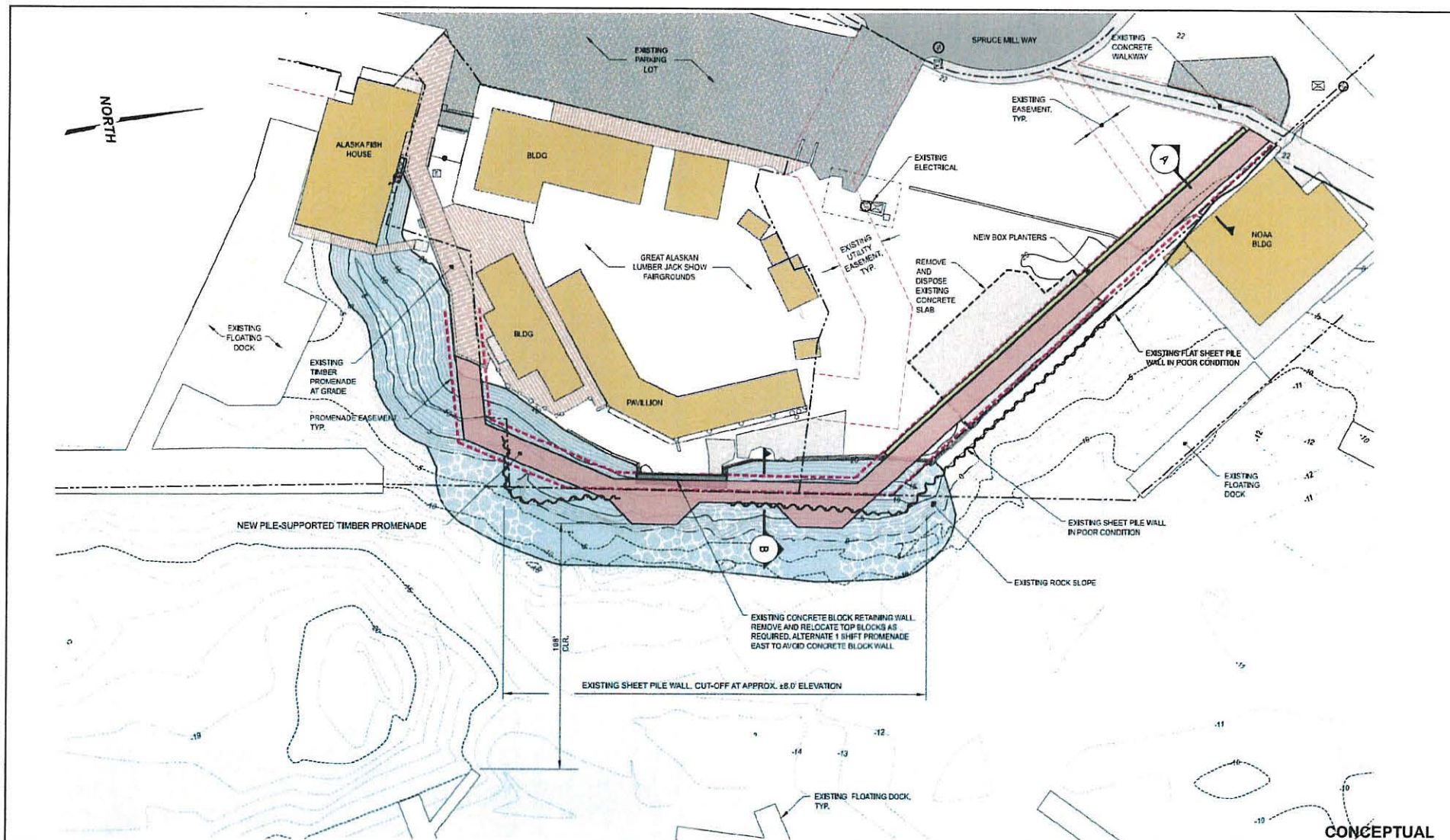
Roughly 15-20 people attended the open house and were able to review the attached drawings that were set up as display boards. The conceptual designs were generally well received by the public. The attached comments were recorded by the project consultants.

Given the overall positive reception of the Thomas Bain Promenade concept design, it is recommended by Public Works staff that the project continue to move forward. At its meeting of February 6, 2020, the City Council authorized your office to enter into a professional services agreement with PND Engineers, Inc. in an amount of \$38,000 for conceptual designs of the Thomas Bain Promenade. The project is currently near completion and the Engineering Division is soliciting a proposal for the remainder of the design and permitting.



Comments	Occurrences
Use decking matching promenade between berths 3 and 4, the existing timber decking near the Fish House becomes slick and slimy between cleanings.	1
Handrails with vertical steel pickets is preferred (Option 1)	1
<b>Total Comments Received</b>	<b>2</b>





REVISIONS					
REV.	DATE	DESCRIPTION	DWN.	CKD.	APP.



9300 Glacier Highway Ste. 101  
Juneau, Alaska 99801  
Phone: 907-586-2093  
Fax: 907-586-2099  
www.pndengineers.com

DESIGN: MBH CHECKED: BML  
DRAWN: PJD APPROVED: CRS

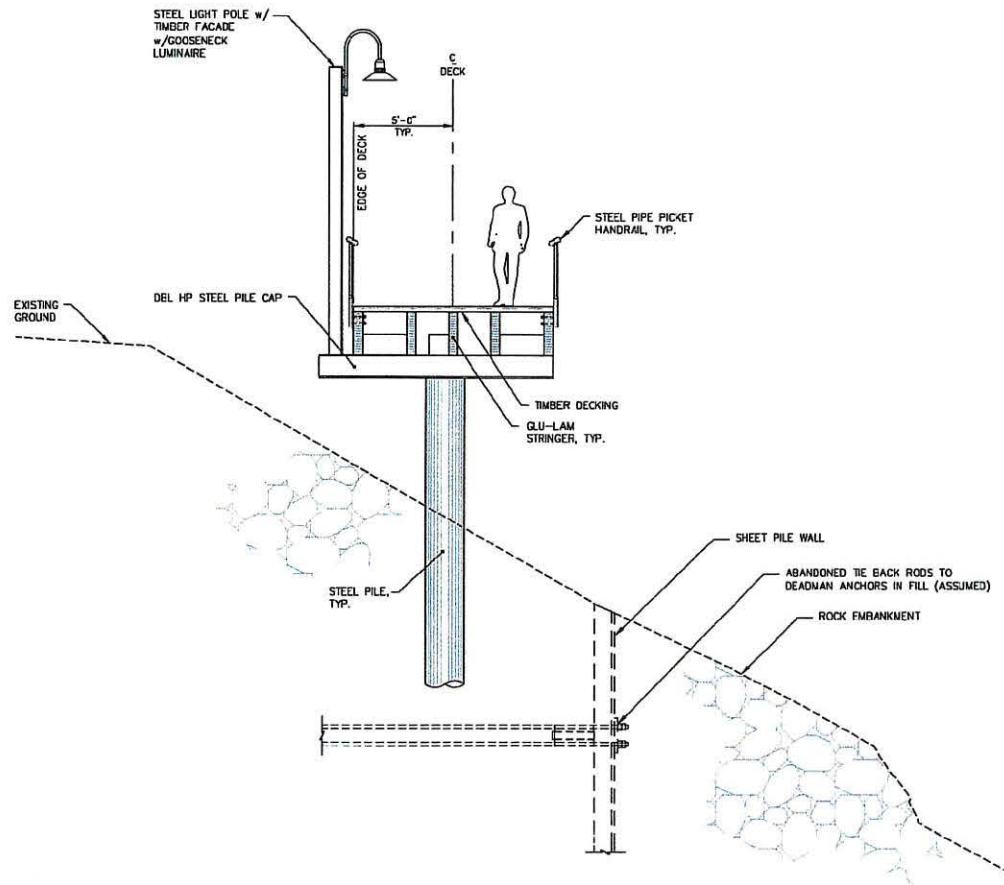
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DATE: AUGUST 2020

CITY OF KETCHIKAN, ALASKA  
SPRUCE MILL PROMENADE

SHEET TITLE:  
CONCEPT SITE PLAN

PND PROJECT NO. 202013 C.A.N. NO. AECC250



**B PROMENADE - TYPICAL SECTION**

CONCEPTUAL



REVISIONS					
REV.	DATE	DESCRIPTION	DWN.	CHKD.	APP.

**P N D**  
ENGINEERS, INC.

1000 E. 1st Ave. Ste. 100  
Ketchikan, Alaska 99901  
Phone: 907.586.2093  
Fax: 907.586.2099  
www.pndengineers.com

DESIGN: MBH CHECKED: BM SCALE: SCALE IN FEET  
DRAWN: PJU APPROVED: CRS 0 3 6 ft.

DATE: AUGUST 2020

CITY OF KETCHIKAN, ALASKA SPRUCE MILL PROMENADE		3
SHEET TITLE: TYPICAL SITE SECTIONS		
PROJ. NO.: 202013	CAL. NO.: AECC250	





HANDRAIL OPTION 1:  
VERTICAL STEEL PICKETS WITHOUT TIMBER  
BOLLARDS (OPTION 1 SHOWN IN SECTIONS)



February 6, 2020

**Procurement of Additional Professional Services Related to the Telecommunications Division's Underwater Fiber Optic Cable Project – Hazelbrae Holdings Ltd.**

Moved by Coose, seconded by Kiffer pursuant to Section 3.12.030 of the Ketchikan Municipal Code, the City Council approve the procurement of additional professional services related to the Telecommunications Division's Underwater Fiber Optic Cable Project from Hazelbrae Holdings Ltd. in an amount not to exceed \$50,000; and authorize funding from the Telecommunications Division's Internet Expansion Capital Account.

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

**Ordinance No. 20-1904 – Approving a Verizon Wireless Exclusive Agent Agreement – First Reading**

Copies of Ordinance No. 20-1904 were available for all persons present.

Moved by Coose, seconded by Kiffer the City Council approve in first reading Ordinance No. 20-1904 a Verizon Wireless Exclusive Agent Agreement between Cello Partnership d/b/a Verizon Wireless and Ketchikan Public Utilities Telecommunications Division; providing for the filing of referendum petitions; and establishing an effective date.

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

**UNFINISHED BUSINESS** - None

**NEW BUSINESS**

**Discussion of Starting Time of City Council Meetings – Councilmember Bergeron**

Vice-Mayor suggested since this item was requested by Councilmember Bergeron Council should postpone so he can be present. She asked for a show of hands to defer the discussion of the starting time for Council meetings to the next regular Council meeting, and at least four hands were shown.

**Professional Services Agreement for Conceptual Design of the Thomas Basin Promenade – PND Engineers, Inc.**

Moved by Kiffer, seconded by Flora the City Council authorize the city manager to enter into a professional services agreement with PND Engineers, Inc. of Juneau, Alaska in an amount not to exceed \$38,000; and approve funding from the Tourism & Economic Development Department's Thomas Basin Promenade Capital Account.

Councilmember Coose said he would continue his objections based upon the budget. He referenced four items on the agenda where we are spending over \$5 million dollars of Alaska Commercial Passenger Vessel (CPV) funds that we don't have. He said we need a five year plan on what will be spent on each project. He said the projects are justified and are good projects, but he had concerns and felt the Council needs to be careful on how we spend that money. He said he would like to know the cost up front, and have them come brought back to the Council for final review.

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

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**UNFINISHED BUSINESS** - None

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

<b>Department:</b> Tourism & Economic Development			<b>Project Priority:</b> 1			<b>Project Number:</b>				
<b>Project Title:</b> Thomas Basin Promenade			<b>Start Date:</b> 01/20 <b>End Date:</b> 12/23			<b>Estimated Project Cost:</b>				
<b>Description:</b> (This project was deferred in 2021 due to the COVID-10 pandemic and associated fiscal impacts) This project would provide funding for construction of a new promenade in the vicinity of The Great Alaska Lumberjack Show. The approximately 450 ft. of promenade will serve as a connection to two portions of existing promenade. The width is planned at 10 feet but widening out to form at least two viewing platforms. The construction is planned to be similar to the existing promenade at City Float, but it is anticipated to be more challenging due to the nature of the historical techniques associated with the old Spruce Mill. While staff believes it is the responsibility of the NOAA and/or the property owner (Dawson) to pay for the remaining sheet pile wall repairs, PND Engineers did conceptualize a potential repair that was roughly estimated at \$1.0M, which is included in the project scope.						Design 400,000 Land/Right-of-Way Construction Management Construction 3,600,000 Equipment Other Project Total 4,000,000				
Source of Funds	Fund No.	Prior Years	Adopted 2022			Projected Requirements				Total Project
			Reappro- priated	New Funding	Total	2023	2024	2025	2026	
Commercial Passenger Vessel (CPV) Funds		38,000	350,000		350,000	3,600,000				3,988,000
<b>Total</b>		38,000	350,000		350,000	3,600,000				3,988,000