



DOCKS AND HARBORS OPERATIONS MEETING AGENDA

June 11, 2025 at 5:00 PM

Port Office Conference Room/Zoom Webinar

<https://juneau.zoom.us/j/82973014715?pwd=dSaOTfkSIW8grfX5DzMkz3f8N5uarr.1> Webinar ID: 829
7301 4715 Passcode:814300

A. CALL TO ORDER

B. ROLL CALL: James Becker, Tyler Emerson, Clayton Hamilton, Debbie Hart, Matt Leither, Nick Orr, Annette Smith, Shem Sooter and Don Etheridge

C. PORT DIRECTOR REQUESTS FOR AGENDA CHANGES

D. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS (not to exceed five minutes per person or twenty minutes total time)

E. APPROVAL OF MINUTES

1. May 21, 2025

F. UNFINISHED BUSINESS

2. New Goldbelt Tram Lease

Presentation by Port Director
Committee Questions
Public Comment
Committee Discussion & Action

MOTION: TO RECOMMEND THE ASSEMBLY APPROVE A NEW 35-YEAR LEASE WITH GOLDBELT, INC FOR THE TRAM PROPERTY AT A LEASE RENT OF \$272,007 ANNUALLY.

G. NEW BUSINESS

3. Taku Dock Use Permit

Presentation by Port Director
Committee Questions
Public Comment
Committee Discussion/Action

MOTION: TO APPROVE A USE AGREEMENT WITH TAKU SMOKERIES FOR ANNUAL RENTAL RATE OF \$10 PER TON OF GOODS CROSSING THE DOCK.

4. Engineering Design Contract - Aurora Harbor Drive Down Float

Presentation by Port Director

Committee Questions
Public Comment
Comment Discussion & Action

MOTION: TO RECOMMEND THE ASSEMBLY APPROVE A CONTRACT WITH PND ENGINEERS NOT TO EXCEED \$700,000 FOR PRE-AWARD DESIGN EFFORTS AS APPROVED BY THE MARITIME ADMINISTRATION.

5. Request for Launch Ramp Donation- TSI Salmon Derby

Presentation by Board Member Orr
Committee Questions
Public Comment
Committee Discussion/ Action

MOTION: TO DONATE A DOCKS & HARBORS LAUNCH RAMP PERMIT TO TERRITORIAL SPORTSMEN INC. IN SUPPORT OF THE 2025 SALMON DERBY.

H. ITEMS FOR INFORMATION/DISCUSSION

6. Statter Harbor Phase IIID- Schedule Update

Presentation by Harbormaster
Committee Discussion/ Public Comment

I. STAFF, COMMITTEE, AND MEMBER REPORTS

J. COMMITTEE ADMINISTRATIVE MATTERS

K. ADJOURNMENT

DOCKS AND HARBORS OPERATIONS MEETING MINUTES



May 21, 2025 at 5:00 PM

Port Director's Conference Room/Zoom Webinar

<https://juneau.zoom.us/j/82973014715?pwd=dSaOTfkSIW8grfX5DzMkz3f8N5uarr.1> Passcode:814300

A. CALL TO ORDER by Ms. Smith at 5:00pm

B. ROLL CALL: James Becker, Tyler Emerson, Don Etheridge, Clayton Hamilton, Matt Leither, Nick Orr, Annette Smith and Debbie Hart.

Absent: Shem Sooter

Also in attendance: Carl Uchtyl- Port Director, Matthew Creswell- Harbormaster, Matthew Sill- Port Engineer, and Melody Musick- Administrative Officer.

C. PORT DIRECTOR REQUESTS FOR AGENDA CHANGES- none.

D. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS – none.

E. APPROVAL OF MINUTES

1. April 16, 2025

Approved unanimously.

F. UNFINISHED BUSINESS

2. New Goldbelt Tram Lease

Presentation by Port Director: Mr. Uchtyl said that the Board was approached by the Goldbelt Tram a couple of months ago to renew their existing lease with Docks and Harbors that has 5 years left for another 35-year term as written in the current lease language. Goldbelt is in the process of securing funding to redo the foundation of the building. Goldbelt's intention is to forgo the remaining 5 year of the current lease term in order to secure a new lease which would allow for funding to be secured to make repairs to the current infrastructure. A new lease was drafted by the Law Department which is included in the agenda packet as well as a new appraisal for the tram site. The appraisal was received this week, which contained errors, an updated copy of the appraisal will be included in the upcoming Board meeting. The appraisal is on page 25 of the agenda packet, the value of the building and airway rights is approximately \$3,000,000. With Docks and Harbors leases a 9% assumed annual rate of the fair market value that would place the annual lease rate of this property at \$272,007.00. The past five-year annual lease value was assessed at \$203,976.00. The lease language is fairly standard for Docks and Harbors leases. Mr. Uchtyl said that he would like this lease to move through the Board approval process so that funding can be secured for Goldbelts planned repairs. Mr. Uchtyl said that Goldbelt representative are currently on vacation and did not provide comment regarding the new lease language or appraisal.

Committee Questions

Mr. Leither asked how much is the current annual lease rate?

Mr. Uchtyl said that it is currently \$272,007 annually.

Ms. Smith asked if the lease is only adjusted every five years so that Docks and Harbors does not capitalize on inflation every year?

Mr. Uchtyl said that according to CBJ code the annual lease value is reviewed every five years. Docks and Harbors has always interpreted the “review” language to mean reappraised. Mr. Uchtyl said that property value and inflation often move in parallel but not always, so an appraisal gives the best indication of fair market value.

Mr. Orr asked what the 9% is based off?

Mr. Uchtyl said that 8-10% is what is typically used for determining market rent. It does not have to be 9% but is what the Docks and Harbors term contract appraiser has indicated as fair market value.

Mr. Orr said that 30 years breaking 5% today, so if Docks and Harbors is using 9% that is a spread of 400 basis points, five years ago that would be a spread of 800 basis points which is significantly more. As the rate goes up Docks and Harbors is not being compensated that more over current trends, which is something for the Board to think about whether or not if 9% is a fair rate to use to come up with the lease value.

Mr. Uchtyl said that Mr. Orr makes a fair point, however, that Docks and Harbors is a government entity and that the Board does not have the leverage of a private enterprise to demand a set lease value. Mr. Uchtyl said that Docks and Harbors enters into lease agreements honest and transparent though public process, which doesn’t mean that Docks and Harbors could not have made more from a property.

Mr. Orr said that he understands the regulatory confines but would like the Board to consider whether or not 9% is a reasonable rate for this property lease.

Ms. Hart asked the Law department reviews the lease and lease appraisal rate to ensure compliance across the CBJ.

Mr. Uchtyl said that Law does not review the lease rate to determine fair market value. Mr. Uchtyl said that is common for land lease rents in Southeast Alaska are 8-10%

Mr. Etheridge said that the Assembly is the final determination on whether the lease rate is too high or too low since they issue the final approval. Mr. Etheridge said that in the past it has occurred where the Assembly sent back a lease for Docks and Harbors to review because of the lease rate being too low.

Mr. Leither asked Mr. Orr what would be a more appropriate interest rate, based on current trends?

Mr. Orr said that he would need to do additional research on commercial properties. Mr. Orr said that the Tram is a low-risk property.

Public Comment- none.

Committee Discussion & Action

Ms. Hart said that Mr. Orr will do additional research to prepare for next week’s Board meeting.

MOTION BY MS. SMITH TO RECOMMEND APPROVAL OF A NEW 35-YEAR LEASE WITH GOLDBELT INC FOR THE TRAM PROPERTY FOR \$272,007 ANNUALLY.

Motion approved unanimously.

G. NEW BUSINESS

H. ITEMS FOR INFORMATION/DISCUSSION

3. Downtown Douglas/West Juneau Area Plan

Presentation by Board Member Smith: Ms. Smith said that page 72 of the agenda packet contains the recommendation prepared by the Downtown Douglas/ West Juneau Committee. The area plan included in the packet is in draft form, nothing has been finalized. The comment period is open until May 21st, and the comment review meeting will be on June 4th. Ms. Smith said that she will be in attendance at the June 4th meeting and is willing to bring any feedback relayed from the Board. After the comments

have been reviewed the area plan will be reviewed by Planning and Zoning Committee. The Planning and Zoning Committee can either accept, amend, or reject the area plan. Ms. Smith met with the Chair of the Downtown Douglas/ West Juneau Committee and said that after the area plan has been approved and revised, she will work with the Douglas Advisory Committee to define specific projects. Ms. Smith said that there are not any currently defined projects that will involve Docks and Harbors. Two potential projects where landscaping at Douglas Harbor and paving the parking lot at Douglas Harbor.

Committee Discussion/Public Comment

Mr. Becker asked for the price of all the proposed work.

Ms. Smith said that no formal planning has occurred and therefore there are not any price estimates.

Mr. Hamilton asked who was on the Committee?

Ms. Hart said that on page 74 of the agenda packet contains the list of people involved and on the Committee.

Mr. Uchytel asked if the Ops Committee would like to take a formal stance and submit a letter to the Downtown Douglas/ West Juneau Committee or would the Committee like to submit comments for Ms. Smith to bring to the Committee? Mr. Uchytel said that he would like to go through a few items that he had flagged when reviewing the document. Mr. Uchytel referenced page 91 of the agenda packet which contain reference to Douglas Harbor. Mr. Uchytel asked the Board whether Douglas Harbor should be referenced as Mike Pusich Douglas Harbor since the area plan is a formal document. Mr. Uchytel said in reference to the tourism plan for the area, that he would like to receive more defined terms for "small scale tourism" in the area.

Ms. Smith said the Committee's vision for small scale tourism would be allowing the Jeep tours to operate in Downtown Douglas. Ms. Smith said that during the last area plan meeting the largest complaint received from the public was that they did not want to allow any tourism activity in the Downtown Douglas area.

Mr. Uchytel asked if the Board wants to communicate concerns related to the area plan? Mr. Uchytel referenced page 95 of the agenda packet which states to enhance the Douglas Harbor recreational and economic opportunities. The plan includes to install a public use dock at Douglas Harbor for recreational and commercial use opportunities. Mr. Uchytel said that he does not understand the area's intention with a commercial use dock at Douglas Harbor, and whether the Board should weigh in or not.

Ms. Smith said that the idea of the commercial use dock is nonspecific but would be developed for day use for the community, essentially a parking lot.

Ms. Hart suggested that the Board go round robin style to gather the type of feedback to deliver to the Downtown Douglas/ West Juneau Committee.

Mr. Hamilton said that is apposed to making a statement of support for the area plan.

Ms. Hart said that she would like to share the improvements that have been made to Douglas Harbor recently and share upcoming plans for Douglas Harbor.

Mr. Etheridge said that it is important to weigh in on the plan to communicate that Docks and Harbors cannot do everything due to funding constraints, and to share completed projects and future project plans with the Committee. Mr. Etheridge asked if Mr. Uchytel would draft a letter on behalf of the Board to be reviewed at next week's meeting.

Mr. Leither said that he would be in support of sending a letter to the Committee. Mr. Leither said that a lot of goals the area plan contains are projects that Docks and Harbors have considered but have been limited due to funding constraints.

Mr. Becker said that he has a boat at Douglas Harbor and that the parking lot is needing attention. Mr. Becker said that the breakwater has been used for repair day-use. Mr. Becker said that all that Docks and Harbors has done for Douglas Harbor should be included in the letter.

Mr. Orr agreed with Mr. Becker and said that he would appreciate clarity on the specifics and if they are asking Docks and Harbors to expand Douglas Harbor.

Mr. Becker asked if anyone knows what is going on with Mayflower Island, since it is owned by the federal government.

Mr. Uchytel said that Senator Stevens wrote into the conveyance that BLM conveyed the use of Mayflower Island to the Coast Guard, and when it became excess for the needs of the federal government it would be conveyed to the CBJ. Mr. Uchytel said that over the years there have been conversations about what to do with Mayflower Island, at the most recent Assembly planning retreat the Assembly made it a goal to transfer Mayflower Island to Douglas Indian Association. At the last Lands Housing and Economic Development meeting, the Lands Manager wrote a memo to advance the plan to convey Mayflower Island to Douglas Indian Association, which will come before the Assembly at the June meeting. Mr. Uchytel said that the Board could write to the Assembly to demonstrate the community desire to expand Douglas Harbor with the usage of Mayflower Island.

Ms. Smith said that she would not recommend writing a letter because there is nothing finalized with this plan and the Planning Commission could dismiss the proposal outright. Ms. Smith said if there are specific changes that the Board would like to make then they would need to be submitted tonight before the public comment period ends.

Mr. Emerson said that he would be in favor of sending a letter to express the ideas that are on the Docks and Harbors Capital Improvement List and ask the Committee to provide more concrete plans for the ideas they proposed for Douglas Harbor.

Ms. Hart said that it sounds like the Board is in favor of a letter to provide supplemental information related to Docks and Harbors involvement in Douglas.

Mr. Uchytel asked what the Board interprets the goal of expanding and enhancing live-a-board opportunities in Douglas Harbor. Does that mean expanding restroom facilities?

Ms. Hart said that she interprets that to mean improved parking, restrooms, and more lighting and security efforts.

Mr. Hamilton said that he has a couple boats in Douglas Harbor. Mr. Hamilton said that the bathroom situation in Douglas Harbor is third world. Mr. Hamilton said that there are 6-inch potholes in the main parking lot, which lowers the public perception of the facility.

Mr. Creswell said that the parking lot has received maintenance through Docks and Harbors partners, Seacon helped with the lot near the launch ramp. Mr. Creswell said that he has contacted Streets and Fleets to potentially help with re-grading the main lot. Mr. Creswell says the main lot needs to be cleared of cars and to have total re-grading, which is something that is a priority at this time.

Ms. Hart said that these plans for the parking lot should be shared with the area plan committee.

Mr. Leither asked how much it would cost to pave the parking lot.

Mr. Uchytel said that it would be close to \$3.5 million dollars.

Mr. Hamilton asked why Fleets can not be contracted to do the Douglas lot on an annual basis.

Mr. Creswell said that Fleets and Streets have a long list of deferred maintenance with a small crew that works around the clock. Mr. Creswell said that they help when they can, and he will reach out regarding a larger project.

Mr. Leither asked how much money is spent on annual maintenance for the Douglas Harbor parking lot.

Mr. Creswell said that all lot maintenance has been through agreements with other companies over the past couple of years to save money.

Mr. Hamilton asked Mr. Creswell to follow up with Streets and Fleets.

4. Seadrome Property Appraisal by Ramsey Appraisal Resource
Presentation by Port Director: Mr. Uchytel said that Goldbelt submitted for a secondary appraisal after receiving the directive from the Board to come back with an offer for the Seadrome parcels above the appraised fair market value. The appraised fair market value that Docks and Harbor received from Horan and Company was \$630,000 and the appraised fair market value received from Ramsey Appraisal Resource \$590,000. Mr. Uchytel said that the second appraisal provides a data point for the Board to review. Mr. Uchytel said that the Board can direct to receive another appraisal.

Committee Discussion/Public Comment

Mr. Orr said that the Board asked for Goldbelt to come back with an offer above the fair market value appraised by Horan and Company, and that is not what Goldbelt did. Mr. Orr said that he has reviewed the second appraisal and is impressed by the methods used by Ramsey Appraisal Services, especially given that there are parcels in Juneau being sold for over \$300 a square foot. Mr. Orr said that he does not agree with the secondary appraisal. Mr. Orr reviewed with the Committee similar land sales in the area and the sale prices.

Mr. Leither said that he agrees with Mr. Orr and that the Board should wait to receive an offer as directed at the last Board meeting. Mr. Leither said that he does not think the Board needs to sell the parcels if Goldbelt is unwilling to come back with a better offer.

Mr. Becker agreed with Mr. Orr and Mr. Leither.

Ms. Hart asked the Committee if Docks and Harbors should seek out a third appraisal.

Mr. Orr said that both appraisals have a lot of important omissions.

Mr. Leither asked if this is something that should be addressed by the Assembly?

Mr. Uchytel said that the Assembly members are aware of this and are engaging with the Law department.

Mr. Etheridge said that he does not think we should seek out another appraisal. Mr. Etheridge said the Assembly's reaction will be variable depending on public feedback. Mr. Etheridge said that the Board needs to communicate to Goldbelt the value of the property.

Mr. Emerson said that he agrees with Mr. Etheridge.

Mr. Hamilton said that he would like the Assembly Liaison Mr. Smith to weigh in on this topic.

Mr. Uchytel said that he will communicate this request on behalf of the Board to Mr. Smith. Mr. Uchytel said that there are no guarantees that Goldbelt will be ready to make an offer next week.

I. STAFF, COMMITTEE AND MEMBER REPORTS

Mr. Sill reported:

- Aurora Harbor Phase IV: Mr. Sill said that Western Marine Construction is under contract and are currently in the submittal phase. All steel and timber submittals have been reviewed. The process is moving forward well.
- Statter Harbor Phase IIID: Mr. Sill said that the Statter Harbor Phase IIID paving project was approved by the Assembly and Contracts are working to finalize the agreements.

- Aurora Harbor Drive Down Float: Mr. Sill said that Docks and Harbors is currently reviewing the two designs proposals submitted for the Aurora Harbor Drive Down Float, results will be posted soon.
- Taku Harbor Float Replacement: Mr. Sill said that bid opening for the project will open next week and that there have been a lot of interest from local contractors.
- Statter Harbor Re-Roof: Mr. Sill said the project is currently being advertised and a pre-bid meeting was held today. Assuming favorable bid results there will be a Special Board Meeting to approve the bids to go before the Assembly at the June 9th meeting.

J. BOARD ADMINISTRATIVE MATTERS

1. Next regular Board meeting - May 29, 2025
2. Next special Board meeting - June 5, 2025 (to approve bid results of June 4 for Statter Roof)
3. Next Operations-Planning Committee meeting - June 18, 2025

K. ADJOURNMENT at 6:18pm

ADA accommodations available upon request: Please contact the Clerk's office 36 hours prior to any meeting so arrangements can be made for closed captioning or sign language interpreter services depending on the meeting format. The Clerk's office telephone number is 586-5278, TDD 586-5351, e-mail: city.clerk@juneau.gov.

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2015-000828-0

Recording District 101 Juneau

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AFTER RECORDING RETURN TO:
Juneau Recording District

Carl Uchytel, Port Director
City and Borough of Juneau
155 S. Seward Street
Juneau, AK 99801

Presented by: The Manager
Introduced: 01/12/2015
Drafted by: A. G. Mead

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2015-06

An Ordinance Approving a Lease Amendment to the 1995 Lease Between the City and Borough and Goldbelt Aerial Tramway, LLC, ("Goldbelt") of Approximately 10,000 Square Feet Within Lots 1 and 2A, Dockside Subdivision and Lots 13B, 16, And 17, Block 83, Tidelands.

WHEREAS, in January 1995, the City and Borough of Juneau and Mount Roberts Development Corporation entered a 35 year lease agreement for approximately 10,000 square feet within Lots 1 and 2A, Dockside Subdivision and Lots 13B, 16, and 17, Block 83 Tidelands; and

WHEREAS, under the original agreement, Mount Roberts Development Corporation agreed to pay the City and Borough \$30,000 for the first three years of the lease plus royalty rent in the amount of 1 percent to 5 percent of Mount Roberts Development Corporation's revenues; and

WHEREAS, after the first three years, Mount Roberts Development Corporation agreed to pay the City and Borough a base rent of 10 percent of the appraised market value or \$3.00 per square foot of the leased premises, whichever was greater, plus the royalty rent of 1 percent to 5 percent of Mount Roberts Development Corporation's revenues; and

WHEREAS, on July 18, 1995, the lease was assigned from Mountain Roberts Development Corporation to Mount Roberts Tramway Limited Partnership, with Goldbelt, Inc. as a limited partner; and

WHEREAS, from July 31, 1996 to March 30, 2006, the lessee paid \$90,000 per year in total annual rent, but did not pay any royalty rent as required by the lease; and

WHEREAS, from July 1, 2006 to September 30, 2011, the lessee paid \$104,000 per year in total annual rent, but did not pay any royalty rent as required by the lease; and

WHEREAS, on September 30, 2011, Horan & Company appraised the lease property at \$3,000,000, adjusting the amount to \$3,300,000 on March 9, 2012 with its updated and final appraisal which resulted in a base rent of \$330,000 under the 1995 lease agreement; and

WHEREAS, on July 12, 2012, the lessee obtained an appraisal which used a different valuation criteria than the Horan appraisal and which would have resulted in a negligible annual base rent for the tideland lease; and



WHEREAS, on or about August 28, 2012, the Docks and Harbors Finance Committee expressed its intent to negotiate a resolution of the dispute that had arisen between Docks and Harbors and the lessee regarding the adjusted rent amount due under the lease, and to negotiate an appropriate lease amendment if necessary; and .

WHEREAS, on or about November 3, 2014, a perspective lease amendment and settlement agreement to pay \$272,000 in rent for fiscal years 2013, 2014, 2015 was reached between the parties; and

WHEREAS, the lease amendment was approved by the Docks and Harbors Board on November 20, 2014, and by the Lands Committee on December 8, 2014; and

WHEREAS, it is the intent of Docks and Harbors Board and Goldbelt Aerial Tramway, LLC – who has been assigned the lease by Mount Roberts Tramway Limited Partnership – to enter a lease amendment which memorializes the parties' negotiations.

NOW, THEREFORE, BE IT ENACTED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU, ALASKA:

Section 1. Classification. This ordinance is a non-code ordinance.

Section 2. Amendment of Lease. The Port Director is authorized to execute the lease amendment attached as Exhibit A.

Section 3. Minimum Essential Terms and Conditions. The lease amendment is subject to the following minimum terms and conditions:

A. Goldbelt Aerial Tramway, LLC may use the associated structures of the tram as retail space, in its discretion.

B. Base rent for the next five years (until July 2020) will be \$272,000.

C. The property will be reappraised and revalued – where the base rent will be recalculated as provided in subsection (D) – every five years instead of every three years.

D. Base rent will be nine percent of the appraised fair market value of the property with the appraised value not considering lease restrictions, plus an additional \$2,000 annually for air rights.

E. Should an appraisal dispute arise, the following process shall apply, which deviates from CBJ 53.20.190(2):

i. If the parties' respective appraisals differ by 15 percent or less, then the fair market value for calculating base rent will be an average of both appraisals.



ii. If the parties' respective appraisals differ by more than 15 percent but less than 35 percent, the parties' appraisals will establish a high mark (for the highest appraisal) and a low mark (for the lowest appraisal). A third independent appraisal of the property will occur, with the parties sharing the cost of the appraisal. The third party appraisal will set the fair market value if the appraisal is in between the set high and low marks. If the third party appraisal is higher than the high mark, then the high mark will be the fair market value for rent. If the appraisal is lower than the low mark, then the low mark becomes the value for the fair market value of the property for rent.

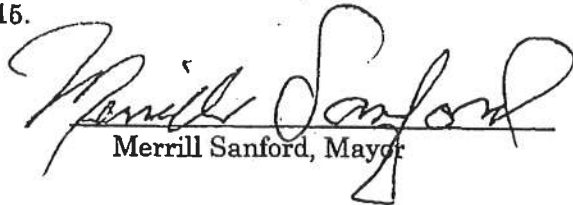
iii. If the parties' respective appraisals differ by 35 percent or greater, Docks and Harbors will pay for a third appraisal. After reviewing the additional appraisal, the Docks and Harbors Board shall establish the fair market value of the property for calculating base rent. Goldbelt Aerial Tramway, LLC, if they disagree, can then appeal the fair market value decision to the Assembly.

F. No royalty rent shall be paid.

G. The lease shall be amended to acknowledge the assignment of the lease to Goldbelt Aerial Tramway, LLC.

Section 4. Effective Date. This ordinance shall be effective 30 days after its adoption.

Adopted this 2nd day of February, 2015.


Merrill Sanford, Mayor

Attest:


Laurie J. Sica, Municipal Clerk



Recorder return to: City and Borough of Juneau
Attn: Carl Uchytel, Port Director
155 S. Seward Street
Juneau, AK 99801

AMENDMENT TO MOUNT ROBERTS TRAM LEASE

PART I: PARTIES

This Lease Amendment is between the City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska, hereafter "City" or "CBJ" and Goldbelt Aerial Tramway, LLC, hereafter "Lessee."

PART II: AUTHORITY TO AMEND

The CBJ and Lessee enter into this amendment pursuant to Section 4 of CBJ Ordinance 94-42, which states, "Prior or subsequent to execution, the Manager may negotiate substantive changes to the lease and, upon Assembly approval by motion, execute an amendment incorporating such changes."

PART III: LEASE BEING AMENDED

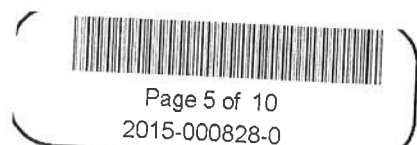
This is an Amendment to the City and Borough of June and Mount Roberts Development Land Lease dated January 18, 1995 and recorded on February 10, 1995 in the Juneau Recording District at 1995-000839-0 (Book 420 Page 436). Except for the Lease Amendment set forth below, the original 1995 Lease remains unchanged and in full force and effect.

This lease amendment acknowledges and accepts the assignment of the lease from Mount Roberts Tramway Limited Partnership to Goldbelt Aerial Tramway, LLC pursuant to the 1995 lease and this amendment.

PART IV: LEASE AMENDMENT

The following amendments are made to the lease

1. Section 3, "Use of Premises," is amended to read as follows:



Use of Premises: (a) The Lessee agrees to use the Leased Premises for the following purposes:

The surveying, engineering, design, planning, development, construction, operation, and maintenance of an aerial tramway base terminal and associated structures and uses. As used herein, "associated structures and uses" means:

1. a waiting room;
2. a ticket office;
3. public restrooms; Lessee shall provide public restrooms as specified by the Planning Commission;
4. an area for exhibition of tram models, photographs, and similar historical and explanatory materials;
5. administrative space; and
6. retail space, with this use being at Goldbelt's discretion.

2. Section 5, "Base Rent" is amended in its entirety to read as follows:

5. Base Rent: (a) Base Rent shall be set at nine percent (9%) of the appraised value of the Leased Premises, including air rights, without consideration of lease restrictions.

(b) Base Rent for City fiscal years 2013 through 2020 (the period from July 1, 2012 through June 30, 2020) is \$272,000 per year with rent to be adjusted effective July 1, 2020 for City fiscal years 2021 through 2025 (July 1, 2020 through June 30, 2025).

(c) Rent adjustment shall take place every five years throughout the remainder of the base term of the lease and the 35 year renewal period, with the next adjustment occurring on July 1, 2020.

(d) The basis of the appraisal shall be the fair market value of the unimproved land of the Leased Premises including the Air Rights Easements at its highest and best use. The appraisal shall not consider any buildings or structural improvements above or below ground, landscaping, or paving. The appraisal shall consider the Leased Premises as unimproved land without consideration of any lease restriction.

(e) Both the Docks and Harbors port director and the Lessee will simultaneously select and compensate a certified appraiser who will provide each with an initial appraisal 90 days before the date of the five year adjustment period for setting the rent. The parties intend that the appraisers, while working in their independent capacity, will use the same methodology in appraising the property. Upon completion of their respective appraisals, the appraisals will be exchanged by the parties on the same date. The following resolutions will arise depending on the differences in the amount of the two appraisals for purposes of setting the rent:



(i) Less than 15 percent difference. If the difference between the Docks and Harbors appraisal and the Lessee's appraisal (with difference calculated from the higher of the two appraisals) is less than 15 percent, then the fair market value for rent calculations will be an average of the Docks and Harbors appraisal and the Lessee's appraisal.

(ii) More than 15 percent difference but less than 35 percent difference. If the difference between the Docks and Harbors appraisal and the Lessee's appraisal (with difference calculated from the higher of the two appraisals) is more than 15 percent but less than 35 percent, then the parties shall engage in the cost of a third independent certified appraiser. If the third independent appraisal is higher than the high initial appraisal, the high initial appraisal provides the appraised amount for setting the rent. If the third independent appraisal is lower than the low initial appraisal, then the low initial appraisal provides the appraised amount for setting the rent. If the third independent appraisal is in between the high initial appraisal and the low initial appraisal, then the fair market value outlined in the third appraisal provides the appraised amount for setting the rent. The third party independent appraiser shall be selected jointly by the two appraisers conducting the initial appraisal. If they fail to agree on a third appraiser within thirty (30) days, each party will submit to the Lessor and Lessee a list of their top five appraisers with the top match from each being selected. If there is no overlap in the initial list of appraisers, the process of submitting five appraisers will continue until a selection occurs.

(iii) More than 35 percent difference. If the difference between the Docks and Harbors appraisal and the Lessee's appraisal (with the difference calculated from the higher of the two appraisals) is greater than 35 percent, the Docks and Harbors board shall pay for an additional appraisal by a third independent certified appraiser and have that appraisal undertaken in accordance with 05 CBJAC 50.050. After reviewing the additional appraisal, the Docks and Harbors board shall establish the fair market value of the Leased Premised to calculate the lease rent. If the lessee disagrees with the amount, the lessee may appeal to the Assembly. The decision of the Assembly shall be final.

(d) In this section, "certified appraiser" means a regular member of the Society of Real Estate Appraisers or the American Institute of Real Estate Appraisers (or the successor body of either group) who has been properly designated MAI or any future similar designation which denotes proficiency in the appraisal of commercial real property and who is listed as qualified by the Alaska Department of Natural Resources. Additionally, the third independent appraiser must be selected from a firm which did not participate in the initial appraisals.



- (c) Rent will be paid equally on a quarterly basis on July 1, October 1, January 1, and April 1.
3. Section 6, "Royalty Rent" is deleted and is no longer binding on the Lessee pursuant to rent payment related to the property. Therefore, as to calculating rent, only Section 5 will apply through the remaining life of the base term of the lease and the 35 year renewal period unless amended otherwise via a signed writing by the parties.
4. Section 41, "Notice or Demand" is amended to read as follows:

Notice or Demand: Any notice or demand, which under the terms of this Lease or under any ordinance or statute must be given or made by parties thereto, shall be in writing, and be given or made by registered or certified mail, addressed to the other party at the address herein given. However, either party may designate in writing such new or other address to which the notice or demand shall thereafter be so given, made or mailed. A notice given hereunder shall be deemed delivered when deposited in a United States general or branch post office enclosed in a registered or certified mail prepaid wrapper or envelope addressed as hereinbefore provided

LESSOR'S ADDRESS: Carl Uchtyl – Port Director
CBJ Docks and Harbors
1600 Harbor Way
Juneau, AK 99801

LESSEE'S ADDRESS: Goldbelt Aerial Tramway, LLC
3075 Vintage Blvd, Suite 200
Juneau, AK 99801



PART IV: EXECUTION

The City and Lessee agree and sign below. This Lease Amendment is effective immediately upon signature by both parties and when approved by motion of the Assembly.

CITY:

Date: 26 FEBRUARY 2015
By: *Carl Uchytel*
Authorized Representative
Carl Uchytel
Port Director

LESSEE:

Date: 23 February 2015
By: *Richard G. Irwin*
Authorized Representative
Richard G. Irwin, President & CEO
Goldbelt Aerial Tramway LLC

CITY ACKNOWLEDGMENT

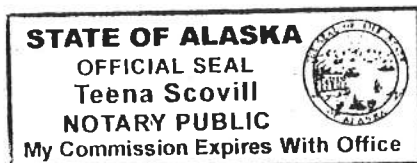
STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

This is to certify that on the 26th day of February, 2015, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, Carl Uchytel personally appeared to me known to be the Port Director of the City and Borough of Juneau, Alaska, a municipal corporation which executed the above and foregoing instrument, who on oath stated that he was duly authorized to execute said instrument on behalf of said corporation; who acknowledged to me that he signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

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

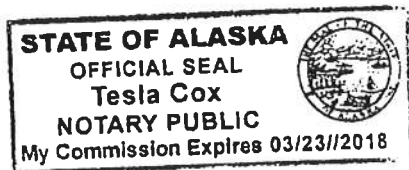
Teena Scovill
Notary Public in and for the State of Alaska

My Commission Expires: with office



STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

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



My Commission Expires: 03-23-10

Approved as to form: [Signature], Law Department

Recorder return to: City and Borough of Juneau
Attn: Carl Uchtyl
155 Heritage Way
Juneau, AK 99801

GOLDBELT TRAM LEASE AGREEMENT
FOR APPROXIMATELY 10,000 SQUARE FEET WITHIN LOTS 1 AND 2A,
DOCKSIDE SUBDIVISION AND LOTS 13B, 16, 17, BLOCK 83, TIDELANDS AND AIR
RIGHTS OF APPROXIMATELY 21,815 SQUARE FEET.

PART I. PARTIES. This lease is between the City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska, hereafter “CBJ” or “Lessor,” and Goldbelt Aerial Tramway, LLC, hereafter “Lessee.”

PART II. LEASE ADMINISTRATION. All communication about this lease shall be directed as follows, any reliance on communication with a person other than listed below is at the party’s own risk.

CBJ:

Attn: Carl Uchtyl, Port Director
Docks and Harbors Department
City and Borough of Juneau
155 Heritage Way
Juneau, AK 99801
Phone: (907) 586-0292
Email: Carl.Uchtyl@juneau.gov

Lessee:

Attn: Steven Sahlender
Goldbelt Aerial Tramway, LLC
3025 Clinton Drive
Juneau, AK 99801
Phone: (907) 790-4990
Email: steven.sahlender@goldbelt.com

PART III. LEASE DESCRIPTION. This lease agreement is identified as the **Goldbelt Tram Site Lease (the “Lease”)**. The following appendices are attached and are considered part of this Lease as well as anything incorporated by reference or attached to those appendices.

- Appendix A: Property Description & Additional Lease Provisions
- Appendix B: Lease Provisions Required by CBJ 53.20
- Appendix C: Standard Provisions
- Appendix D: Ordinance 2015-06

If in conflict, the order of precedence shall be: this document, Appendix D, A, B, and then C.

PART IV. LEASE EXECUTION. The CBJ and Lessee agree and sign below. This Lease is not effective until signed by the CBJ.

CBJ:

Date: _____

By: _____

Carl Uchtyl, Port Director
CBJ Docks and Harbors

Lessee:

Date: _____

By: _____

McHugh Pierre, President & CEO
Goldbelt Aerial Tramway LLC

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

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

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

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

Risk Management Review: _____, Risk Manager

Approved as to Form: _____, Law Department

**APPENDIX A:
PROPERTY DESCRIPTION & ADDITIONAL LEASE PROVISIONS**

1. DESCRIPTION OF PROPERTY

Subject to the terms and conditions of this Lease, the CBJ hereby leases to Goldbelt Aerial Tramway, LLC certain real property including the **lower tram terminal site, of approximately 10,000 square feet within Lots 1 and 2A, Dockside Subdivision and lots 13B, 16, 17, Block 83, Tidelands, and an air rights easement over other described lands ascending the lower slopes of Mount Roberts across South Franklin Street of 21, 815 square feet**, depicted in Exhibit A (attached and incorporated herein by reference), and further described as follows:

Legal Description Lease Area:

Lot 13B, Block 83, TIDELANDS ADDITION TO JUNEAU, according to Plat 355, Records of the Juneau Recording District, First Judicial District, State of Alaska, excepting therefrom that portion conveyed to the State of Alaska in Corporate Warranty Deed recorded April 18, 1997 In Book 469 Page 777; AND

That portion of Lot 16, Block 83, TIDELANDS ADDITION TO JUNEAU, according to Plat 340, lying Northwesterly of Dockside Subdivision, Records of the Juneau Recording District, First Judicial District, State of Alaska; AND

That portion of Lot 17, Block 83, TIDELANDS ADDITION TO JUNEAU, according to Plat 340, lying Northwesterly of Dockside Subdivision, Records of the Juneau Recording District, First Judicial District, State of Alaska; AND

Lot 1, DOCKSIDE SUBDIVISION, according to Plat 89-9, Records of the Juneau Recording District, First Judicial District, State of Alaska, excepting therefrom that portion conveyed to the State of Alaska in Corporate Warranty Deed recorded April 18, 1997 In Book 469 Page 777; AND

Lot 2A, DOCKSIDE SUBDIVISION, according to Plat 91-71, Records of the Juneau Recording District, First Judicial District, State of Alaska, excepting therefrom that portion conveyed to the State of Alaska in Corporate Warranty Deed recorded April 18, 1997 In Book 469 Page 777; AND

Commencing at Corner No. 1 "IT" Lode, Mineral Survey No. 1027 A; thence along the Southeasterly boundary of said "IT" Lode S 47°54'00"W 336.38 feet to the Easterly most corner of this description, the true point of beginning; thence continuing along the aforementioned Southeasterly boundary of the "IT" Lode S47°54'00"W 79.94 feet to the Southerly most corner of this description; thence departing the Southeasterly boundary crossing through the "IT" Lode the following courses; N50°35'39"W 73.46 feet; S87°39'15"W 233.44 feet to the Southwesterly most corner of this description; thence continuing N2°18'27"W 100.00 feet to the Westerly most corner of this description; thence continuing N 87°39'15"E 101.68 feet; N47°39'20"E 16. 73 feet; N42°20'40"W 93.18 feet; N47°39'20" E 105.00 feet to the Northerly most corner of this description; thence continuing S42°20'40"E 222.71 feet;N47°39'20"E 5.37 feet; S42°20'40"E 104.78 feet to the true point and place of beginning. Records of the Juneau Recording District, First Judicial District, State of Alaska; AND

Aerial Tram Route Centerline ("E" Alignment)

A certain tract of land lying and being situate within Mineral Survey No. 1027 A, known as the "IT" Lode, said parcel lying and being situate within protracted Sections 24, T41S, R67E, CRM, Juneau Recording District, First Judicial District, State of Alaska, more particularly described as follows:

Beginning at U.S.L.M. No. 1 cor. monument; thence N3°49'55"E 7,566.04 feet to Cor. No. 1, "IT" Lode; Mineral Survey No. 1027 A, the true point of beginning; thence N41°57'00"W 598.10 feet to Cor. No. 4, "IT" Lode; thence S47°54'00"W 1,500.00 feet to Cor. No. 3, "IT" Lode; thence S41°57'00"E 598.10 feet to Cor. No. 2, "IT" Lode; thence N47°54'00"E 1,500.00 to Corner No. 1, "IT" Lode, the true place of beginning.

Aerial Rights, Tram Centerline within the "IT" Lode:

From which and air rights easement to a strip of land 100 feet in width, lying and being situate within MS 1027A, "IT" Lode, said strip of land being 50 feet wide on each side of parallel with and adjacent to the following described centerline of a proposed aerial tramway, being more particularly described as follows:

Beginning at Cor. No. 4, "IT" Lode, Mineral Survey 1027A; thence S47°54'00"W 966.07 feet along the line 4-3, "IT" Lode to a point intersecting the centerline of a proposed aerial tramway, said point also being the true centerline point and place of beginning for the 100 foot wide strip of land; thence along said tram centerline N87°47'30"E 556.91 feet to the tram centerline terminus and point of beginning for the upper tram terminal building.

In addition, the aerial tram platform walkway begins N2°10'15"E 50.00 feet from the aerial tram's centerline terminus; thence by metes and bounds; S87°47'30"W 32.00 feet; thence N2°10'15"E 39.18 feet; thence N87°49'45"E 4.44 feet to the tram terminal lease line; thence along the tram terminal lease line S49°41'30"E 161.08 feet; thence S69°21'15"W 96.41 feet to the SE Cor. terminus of the trams aerial rights easement; thence N2°10'15"E 50.00 feet to the tram terminus centerline position. Records of the Juneau Recording District, First Judicial District, State of Alaska; AND

Air Rights Easements for an Aerial Tram Route Centerline

A certain tract or parcel of land lying and being situated within fractions of the "B", "F", "H" and "P" Millsites, Mineral Survey No. 982B, said parcel lying and bearing situate within protracted Sections 23 & 24, T41S, R67E, CRM, Records of the Juneau Recording District, First Judicial District, State of Alaska, described as follows:

Beginning at Car. 1, "8" Millsite, M.S. No. 9828, from which U.S.L.M. No. 1 bears S11°23'15"E 7,340.69 feet; thence N51°56'30"W 143.08 feet along the line 1-4, "B" Millsite to a point intersecting the centerline of a proposed aerial tramway, said point also being the true centerline point and place of beginning for a 100 foot wide strip of land, 50 feet each side of parallel and adjacent to the following described tram centerline to wit; S87°47'30"W 806.08 feet through fractions of "B", "F", "G" and "P" Millsites to a point intersecting Line 8-9, U.S. Survey No. 7a (Amended).

2. AUTHORITY

This Lease is entered into pursuant to the authority of City Code: CBJ 85.02.060(a)(5) and CBJ Chapter 53.20; and CBJ Ordinance No. 2025-___ presented to the Assembly on ___, 2025. Should the Assembly fail to pass Ordinance No. 2025-___ or Ordinance No. 2025-___ fails to take effect, this lease is void.

3. TERM

The effective date of this lease shall be the date this lease is signed by the City. This lease revokes all prior leases between the parties. The term of the lease is 35 years, commencing on the effective date of the lease, unless terminated earlier by mutual written agreement or by either party pursuant to the terms of

this Lease.

4. LEASE PAYMENTS AND ADJUSTMENTS

(a) Base rent shall be set at nine percent (9%) of the appraised value of the Leased Premises, including air rights, without consideration of lease restrictions.

(b) Base Rent for City fiscal years 2026 through 2030 (the period from July 1, 2025 through June 30, 2030) is \$272,007 per year beginning on the effective date.

(c) Beginning with the first year after the initial five-year period of the term, the Port Director will re-evaluate and adjust the annual lease payment for the Leased Premises for the next five-year period of this lease, and then every five years thereafter, pursuant to Appendix B, Section 3(2) of this lease, CBJ 53.20.190(2), CBJ 85.02.060(a)(5), and the Docks and Harbors lease administration regulations, 05 CBJAC Chapter 50. The new annual lease payment amount shall be paid retroactively to the beginning of that lease payment adjustment period.

(d) Lessee shall pay all appraisal costs associated with re-evaluating and adjusting the annual lease payment.

(e) The basis of the appraisal shall be the fair market value of the unimproved land of the Leased Premises, including the Air Rights Easements at its highest and best use. The appraisal shall not consider any buildings or structural improvements above or below ground, landscaping, or paving. The appraisal shall consider the Leased Premises as unimproved land without consideration of any lease restriction.

(f) The Port Director will have a certified appraiser provide an appraisal 90 days before the date of the five-year adjustment period for setting the rent. Should an appraisal dispute arise, Lessee shall pay for an appraisal and have the appraisal undertaken in accordance with the requirements set out in 05 CBJAC 50.050. Upon completion of the second appraisal the following resolutions will arise depending on the differences in the amount of the two appraisals for purposes of setting the rent:

(g) In this section, "certified appraiser" means a regular member of the Society of Real Estate Appraisers or the American Institute of Real Estate Appraisers (or the successor body of either group) who has been properly designated MAI or any future similar designation which denotes proficiency in the appraisal of commercial-real property and who is listed as qualified by the Alaska Department of Natural Resources. Additionally, the third independent appraiser must be selected from a firm which did not participate in the initial appraisals.

5. AUTHORIZED USE OF LEASED PREMISES

The Leased Premises are to be used solely for the operation, maintenance, and repair of an aerial tramway base terminal and associated structures and uses in a manner that does not cause interference to the CBJ or third party users in the vicinity of the Leased Premises, and as provided in this Lease. As used herein, "associated structures and uses" means:

- a. a waiting room;
- b. a ticket office;
- c. public restrooms; lessee shall provide public restrooms as specified by the planning commission;
- d. an area for the exhibition of tram models, photographs, and similar historical and explanatory materials;
- e. administrative space; and
- f. retail space, with this use being at Goldbelt's discretion.

The Leased Premises shall be used only for purposes within the scope of the application and the terms of

the Lease, and in conformity with the provisions of the City and Borough Code, and applicable state and federal laws and regulations. Use or development for other than the allowed uses shall constitute a violation of the Lease and subject the Lease to cancellation at any time.

- 1) **Tramway Specifications.** All uphill equipment and systems shall be properly certified as being in accordance with the American National Standards Institute's Safety Requirements for Aerial and Surface Passenger Tramways and Surface Tows (B77.1) A complete set of drawings, specifications, and records for each lift shall be maintained by the Lessee and made available to Lessor upon request. These documents shall be retained by Lessee for a period of three years after removal of the system from the Leased Premises.
- 2) **Plan Preparation and Certification.** All plans for development, layout, construction, reconstruction or alteration of improvements on the site, as well as revisions of such plans, must be prepared by a licensed engineer, architect, or other qualified individual acceptable to Lessor's authorized officer. Design and construction specifications of buildings must be prepared and certified by an architect licensed in the State of Alaska. Plans and specifications for tramway mechanical and cable systems must be prepared and certified by a mechanical engineer licensed in the State of Alaska. Such plans must be accepted by Lessor's authorized officer before the commencement of any work. Lessee may be required to furnish as-built plans, maps, or surveys upon the completion of construction.
- 3) **Preconstruction and Construction Supervision.** Preconstruction and construction activities must be personally supervised by a qualified representative of Lessee, approved by Lessor's authorized officer. In the event that the Lessee's designated representative is unavailable, Lessee must either immediately designate a similarly qualified individual (and immediately seek approval by Lessor's authorized officer for the change) or all work must stop. In addition, Lessee must provide for all major construction activities to be supervised by a qualified engineer or architect licensed in the State of Alaska who is experienced in commercial construction. Construction of aerial passenger tramways must be supervised by an engineer qualified and experienced in this type of construction. Construction activities within the Lease site shall be minimized throughout the period of May through September to prevent disruption of tourist use of the cruise ship terminal. A detailed construction mobilization and staging plan shall be submitted to Lessor for approval.
- 4) **Operations.**
 - a) Lessee shall maintain its facilities, improvements and operations on the Leasehold Lands to standards of repair, orderliness, neatness, sanitation, and safety generally applicable to general industry standards.
 - b) A qualified representative(s) of Lessee, approved in advance by Lessor's authorized officer, shall conduct and manage all operations, services and facilities authorized by the Lease.
 - c) The designated, approved representative(s) of Lessee shall be present at the resort, on or adjacent to the Leased Lands, at all times when the facilities authorized by the Lease are open to the public.
 - d) The tramway shall be operated and maintained in accordance with the American National Standards Institute's Safety Requirements for Aerial and Surface Passenger Tramways and Surface Tows (B77.1)
- 5) **Lift Inspections.** Lessee shall have all passenger tramways inspected by a qualified mechanical engineer or tramway specialist registered in the State of Alaska. Inspections shall be made in accordance with the American National Standards Institute's Safety Requirements for Aerial and

Surface Passenger Tramways and Surface Tows (B77.1) A certificate of inspection, signed by an officer of Lessee, attesting to the adequacy and safety of the installations and equipment for public use, shall be received by Lessor prior to public operation. Lessee shall make the certificate available to Lessor upon request and shall post the certificate in a conspicuous location available to the general public.

- 6) Damage to or Destruction of Improvements. In the event that any buildings, facilities, or improvements constructed or managed by Lessee located on the Leasehold Lands are declared unsafe or unfit for use or occupancy, Lessee shall immediately commence and diligently pursue to completion the necessary repair, replacement or reconstruction.
- 7) Operating Plan. Lessee or its designated representative shall prepare and annually revise by September 30 of each year an Operating Plan. The Operating Plan shall be prepared in consultation with the Lessor's authorized officer and cover winter and summer operations as appropriate. The provisions of the Operating Plan and the annual revisions submitted by Lessee shall become a part of the Lease. The Operating Plan shall consist of at least the following sections:
 - a) First aid.
 - b) Communications.
 - c) Signs.
 - d) General safety and sanitation.
 - e) Erosion control.
 - f) Accident reporting.
 - g) Search and rescue.
 - h) Designation of representatives.
 - i) Lift system operation.
 - j) Public access.
 - k) An updated organization chart with names and qualifications of managers,
 - l) Employee safety plan.
- 8) Refuse Disposal. Lessee shall dispose of solid waste resulting from activities on the Leasehold Lands, including materials, garbage, rubbish of all lands, by hauling the waste to an approved transfer site or sanitary landfill disposal area.
- 9) Temporary Suspension. Lessor reserves the right pursuant to law to suspend Lessee's operations, in whole or in part, in response to an immediate and direct threat to public health on municipal lands. Any such suspension shall occur only after consultation with Lessee and, if within the reasonable control of Lessee, after Lessee has been given an opportunity to resolve the threat in a timely manner and thereby prevent suspension of operations.

6. NO EXPRESS OR IMPLIED WARRANTY

The CBJ does not warrant, or make any representations whatsoever concerning, the adequacy, suitability or fitness for a particular purpose of the Leased Premises for Lessee's purposes, which determinations and risks are solely the responsibility of Lessee, as are all risks arising from potential interference due to CBJ or third party users or operations in the vicinity of the lease area.

7. PROTECTION OF EXISTING PROPERTY RIGHTS

Lessee shall follow any existing land and property rights including easements. Lessee shall place no building or structure over any portion of the Leased Premises which shall prevent the use of such rights.

8. TERMINATION

This Lease may be terminated in the following manner:

- (a) By written agreement of the parties.
- (b) By Lessee, in the event Lessee's improvements are substantially destroyed, by giving the CBJ 90 days written notice. Should Lessee elect to restore the same or construct other authorized improvements, this Lease shall continue in full force and effect. In either event, the parties shall have no duty to each other for loss of operation. Rent will not be reduced.
- (c) By Lessee, by giving the CBJ 90 days written notice of termination.
- (d) By the CBJ, in the event of default by Lessee. The condition of default must be conveyed in writing to the Lessee, providing thirty (30) days grace period during which Lessee may cure said default. Should Lessee fail to cure such default by the end of the grace period, this Lease shall automatically terminate and Lessee shall quit and restore the Leased Premises as described below.

Upon the termination of this Lease, Lessee shall quit the Leased Premises, unless otherwise agreed by the parties in writing, remove all improvements, and restore the Leased Premises to its pre-Lease condition.

9. DEFAULT

Delay in declaration of, or non-declaration of, default shall not waive or estop the CBJ from any subsequent declaration of default under this Lease.

10. DESIGNATION OF THE LESSEE'S REPRESENTATIVE

The Lessee must designate in writing the name and title of the person who is authorized to act in all matters connected with this Lease and keep such information current with the CBJ.

11. INSURANCE

Commercial General Liability Insurance

Lessee shall maintain at all times during this lease commercial general liability insurance, including marina operator's liability insurance, in the amounts of \$1,000,000 per occurrence and \$2,000,000 general aggregate. The insurance policy shall name City as an "Additional Insured" and shall contain a clause that the insurer will not cancel or change the insurance without first giving City 31 days' prior written notice. Lessee will provide evidence of this insurance to the City in a form acceptable to the City Office of Risk Management.

Property Insurance

Lessee acknowledges that City carries no fire or other casualty insurance on the Lease Premises or improvements located thereon belonging to Lessee, and that it is the Lessee's obligation to obtain adequate insurance for protection of Lessee's buildings, fixtures, or other improvements, or personal property located on the Leased Premises, and adequate insurance to cover debris removal.

**APPENDIX B: LEASE PROVISIONS REQUIRED BY
CBJ CHAPTER 53.20 and CBJ CHAPTER 50**

1. RESPONSIBILITY TO PROPERLY LOCATE ON LEASED PREMISES.

As required by CBJ 53.20.160, it shall be the responsibility of Lessee to properly locate Lessee's improvements on the Lease Premises and failure to so locate shall render Lessee's liable as provided by law.

2. APPROVAL OF OTHER AUTHORITIES.

As required by CBJ 53.20.180, the issuance by City of leases, including this lease, under the provisions of CBJ Title 53 does not relieve Lessees of responsibility for obtaining licenses, permits, or approvals as may be required by City or by duly authorized state or federal agencies.

3. TERMS AND CONDITIONS OF LEASES REQUIRED BY CBJ 53.20.190.

As required by CBJ 53.20.190, the following terms and conditions govern all leases and are incorporated into this lease unless modified by the Assembly by ordinance or resolution for this specific lease.

Modifications of the provisions of Appendix B applicable to this specific lease, if any, must specifically modify such provisions and be supported by the relevant ordinance or resolution to be effective.

(1) **Lease Utilization.** The Leased Premises shall be utilized only for purposes within the scope of the application and the terms of the lease, and in conformity with the provisions of City code, and applicable state and federal laws and regulations. Utilization or development of the Leased Premises for other than the allowed uses shall constitute a violation of the lease and subject the lease to cancellation at any time.

(2) **Adjustment of Rental.** Lessee agrees to a review and adjustment of the annual rental payment by the Port Director not less often than every fifth year of the lease term beginning with the rental due after completion of each review period. Any changes or adjustments shall be based primarily upon the values of comparable land in the same or similar areas; such evaluations shall also include all improvements, placed upon or made to the land, to which the City has right or title, excluding landfill placed upon the land by Lessee, except that the value of any improvements credited against rentals shall be included in the value.

Adjustment Dispute Resolution. Should the Lessee disagree with the lease rent adjustment proposed by the Port Director, the Lessee shall pay for an appraisal and have the appraisal undertaken in accordance with the requirements set out in 05 CBJAC 50.050. In the event the Docks and Harbors Board disagrees with an appraisal, and the Board cannot reach an agreement with the lessee on the lease rent adjustment, the Board shall pay for an additional appraisal and have the appraisal undertaken in accordance with the requirements set out in 05 CBJAC 50.050. The Board shall establish the lease rent adjustment based on this additional appraisal. In the event the Lessee disagrees with the lease rent adjustment, the lessee may appeal to the Assembly. The decision of the Assembly shall be final.

(3) **Subleasing.** Lessee may sublease Leased Premises, or any part thereof leased to Lessee hereunder; provided, that the proposed sub-lessee shall first apply to City for a permit therefore; and further provided, that the improvements on the Leased Premises are the substantial reason for the sublease. Leases not having improvements thereon shall not be sublet. Subleases shall be in writing and be subject to the terms and conditions of the original lease; all terms, conditions, and covenants of the underlying lease that may be made to apply to the sublease are hereby incorporated into the sublease. The Parties agree that any subleases in effect at the date of signing of this agreement may continue. The Lessee must provide a copy of any subleases in effect to the Lessor prior to the execution of this agreement.

(4) **Assignment.** Lessee may assign its rights and obligations under this lease; provided that the proposed assignment shall be approved by City prior to any assignment. The assignee shall be subject to all of the provisions of the lease. All terms, conditions, and covenants of the underlying lease that may be made applicable to the assignment are hereby incorporated into the assignment.

(5) **Modification.** The lease may be modified only by an agreement in writing signed by all parties in interest or their successor in interest.

(6) **Cancellation and Forfeiture.**

- (a) The lease, if in good standing, may be cancelled in whole or in part, at any time, upon mutual written agreement by Lessee and City.
- (b) City may cancel the lease if it is used for any unlawful purpose.
- (c) If Lessee shall default in the performance or observance of any of the lease terms, covenants or stipulations thereto, or of the regulations now or hereafter in force, or service of written notice by City without remedy by Lessee of the conditions warranting default, City may subject Lessee to appropriate legal action including, but not limited to, forfeiture of the lease. No improvements may be removed by Lessee or other person during any time Lessee is in default.
- (d) Failure to make substantial use of the land, consistent with the proposed use, within one year shall in the discretion of City with approval of the Assembly constitute grounds for default.

(7) **Notice or Demand.** Any notice or demand, which under the terms of a lease or under any statute must be given or made by the parties thereto, shall be in writing, and be given or made by registered or certified mail, addressed to the other party at the address of record. However, either party may designate in writing such new or other address to which the notice or demand shall thereafter be so given, made or mailed. A notice given hereunder shall be deemed delivered when deposited in a United States general or branch post office enclosed in a registered or certified mail prepaid wrapper or envelope addressed as hereinbefore provided.

(8) **Rights of Mortgage or Lienholder.** In the event of cancellation or forfeiture of a lease for cause, the holder of a properly recorded mortgage, conditional assignment or collateral assignment will have the option to acquire the lease for the unexpired term thereof, subject to the same terms and conditions as in the original lease.

(9) **Entry and Reentry.** In the event that the lease should be terminated as hereinbefore provided, or by summary proceedings or otherwise, or in the event that the demised lands, or any part thereof, should be abandoned by Lessee during the term, City or its agents, servants, or representative, may, immediately or any time thereafter, reenter and resume possession of lands or such thereof, and remove all personals and property there from either by summary proceedings or by a suitable action or proceeding at law without being liable for any damages therefor. No reentry by City shall be deemed an acceptance of a surrender of the lease.

(10) **Lease.** In the event that the lease should be terminated as herein provided, or by summary proceedings, or otherwise, City may offer the land for lease or other appropriate disposal pursuant to the provisions of City code.

(11) **Forfeiture of Rental.** In the event that the lease should be terminated because of any breach by Lessee, as herein provided, the annual rental payment last made by Lessee shall be forfeited and retained by City as partial or total damages for the breach.

(12) **Written Waiver.** The receipt of rent by City with knowledge of any breach of the lease by Lessee or of any default on the part of Lessee in observance or performance of any of the conditions or covenants of the lease, shall not be deemed a waiver of any provision of the Lease. No failure on the part of the City to enforce any covenant or provision therein contained, nor any waiver of any right thereunder by City unless in writing, shall discharge or invalidate such covenants or provisions or affect the right of City to enforce the same in the event of any subsequent breach or default. The receipt, by City, of any rent or any other sum of money after the termination, in any manner, of the term demised, or after the giving by City of any notice thereunder to effect such termination, shall not reinstate, continue, or extend the resultant term therein demised, or destroy, or in any manner impair the efficacy of any such notice or termination as may have been given thereunder by City to Lessee prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and signed by City.

(13) **Expiration of Lease.** Unless the lease is renewed or sooner terminated as provided herein, Lessee shall peaceably and quietly leave, surrender and yield up to the City all of the leased land on the last day of the term of the lease.

(14) **Renewal Preference.** Any renewal preference granted Lessee is a privilege and is neither a right nor bargained for consideration. The lease renewal procedure and renewal preference shall be provided by ordinance in effect on the date the application for renewal is received by the designated official.

(15) **Removal or Reversion of Improvement upon Termination of Lease.** Improvements owned by Lessee shall within sixty calendar days after the termination of the lease be removed by Lessee; provided, such removal will not cause injury or damage to the lands or improvements demised; and further provided, that City may extend the time for removing such improvements in cases where hardship is proven. Improvements owned by Lessee may, with the consent of the City, be sold to the succeeding Lessee. All periods of time granted Lessee to remove improvements are subject to Lessee's paying the City pro rata lease rentals for the period.

- (a) If any improvements and/or chattels not owned by City and having an appraised value in excess of five thousand dollars as determined by the assessor are not removed within the time allowed such improvements and/or chattels on the lands, after deducting for City rents due and owning and expenses incurred in making such sale. Such rights to proceeds of the sale shall expire one year from the date of such sale. If no bids acceptable to the Port Director are received, title to such improvements and/or chattels shall vest in City.
- (b) If any improvements and/or chattels having an appraised value of five thousand dollars or less, as determined by the assessor, are not removed within the time allowed such improvements and/or chattels shall revert to, and absolute title shall vest in, City.

(16) **Rental for Improvements or Chattels not Removed.** Any improvements and/or chattels belonging to Lessee or placed on the lease during Lessee's tenure with or without his permission and remaining upon the premises after the termination date of the lease shall entitle City to charge Lessee a reasonable rent therefor.

(17) **Compliance with Regulations Code.** Lessee shall comply with all regulations, rules, and the code of the city and borough of Juneau, and with all state and federal regulations, rules and laws as the code or any such rules, regulations or laws may affect the activity upon or associated with the leased land.

(18) **Condition of Premises.** Lessee shall keep the premises of the lease in neat, clean, sanitary and safe condition and shall take all reasonable precautions to prevent and take all necessary action to suppress destruction or uncontrolled grass, brush or other fire on the leased lands. Lessee shall not undertake any activity that causes or increases the sloughing off or loss of surface materials of the leased land.

(19) **Inspection.** Lessee shall allow an authorized representative of the City to enter the lease land for inspection at any reasonable time.

(20) **Use of Material.** Lessee of the surface rights shall not sell or remove for use elsewhere any timber, stone, gravel, peat moss, topsoil, or any other materials valuable for building or commercial purposes; provided, however, that material required for the development of the leasehold may be used if its use is first approved by the City.

(21) **Rights-of-Way.** City expressly reserves the right to grant easements or rights-of-way across leased land if it is determined in the best interest of the City to do so. If the City grants an easement or right-of-way across the leased land, Lessee shall be entitled to damages for all Lessee-owned improvements or crops destroyed or damaged. Damages shall be limited to improvements and crops only, and loss shall be determined by fair market value. Annual rentals may be adjusted to compensate Lessee for loss of use.

(22) **Warranty.** The City does not warrant by its classification or leasing of land that the land is ideally suited for the use authorized under the classification or lease and no guaranty is given or implied that it shall be profitable to employ land to said use.

(23) **Lease Rental Credit.** When authorized in writing by City prior to the commencement of any work, Lessee may be granted credit against current or future rent; provided the work accomplished on or off the leased area results in increased valuation of the leased or other city and borough-owned lands. The authorization may stipulate type of work, standards of construction and the maximum allowable credit for the specific project. Title to improvements or chattels credited against rent under this section shall vest immediately and be in the City and shall not be removed by Lessee upon termination of the lease.

APPENDIX C: STANDARD PROVISIONS

- (1) **Holding Over.** If Lessee holds over beyond the expiration of the term of this lease and the term has not been extended or renewed in writing, such holding over will be a tenancy from month-to-month only.
- (2) **Interest on Late Payments.** Should any installment of rent or other charges provided for under the terms of this lease not be paid when due, the same shall bear interest at the rate established by ordinance for late payments or at the rate of 10.5 percent per annum if no rate has been set by ordinance.
- (3) **Taxes, Assessments, and Liens.** During the term of this lease, Lessee shall pay, in addition to the rents, all taxes, assessments, rates, charges, and utility bills for the Leased Premises and Lessee shall promptly pay or otherwise cause to be discharged, any claim resulting or likely to result in a lien, against the Leased Premises or the improvements placed thereon.
- (4) **Easements.** Lessee shall place no building or structure over any portion of the Leased Premises where the same has been set aside or reserved for easements.
- (5) **Encumbrance of Parcel.** Lessee shall not encumber or cloud City's title to the Leased Premises or enter into any lease, easement, or other obligation of City's title without the prior written consent of the City; and any such act or omission, without the prior written consent of City, shall be void against City and may be considered a breach of this lease.
- (6) **Valid Existing Rights.** This lease is entered into and made subject to all existing rights, including easements, rights-of-way, reservations, or other interests in land in existence, on the date of execution of this lease.
- (7) **State Discrimination Laws.** Lessee agrees, in using and operating the Leased Premises, to comply with applicable sections of Alaska law prohibiting discrimination, particularly Title 18 of the Alaska Statutes, Chapter 80, Article 4 (Discriminatory Practices Prohibited). In the event of Lessee's failure to comply with any of the above non-discrimination covenants, City shall have the right to terminate the lease.
- (8) **Unsafe Use.** Lessee shall not do anything in or upon the Leased Premises, nor bring or keep anything therein, which will unreasonably increase or tend to increase the risk of fire or cause a safety hazard to persons or obstruct or interfere with the rights of any other tenant(s) or in any way injure or annoy them or which violates or causes violation of any applicable health, fire, environmental or other regulation by any level of government.
- (9) **Hold Harmless.** Lessee agrees to defend, indemnify, and save City, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of the use and occupancy of the Leased Premises by Lessee. This agreement to defend, indemnify, and hold harmless is without limitation as to the amount of fees, and without limitation as to any damages resulting from settlement, judgment, or verdict, and includes the award of any attorneys' fees even if in excess of Alaska Civil Rule 82. The obligations of Lessee arise immediately upon notice to the City of any action, claim, or lawsuit. City Hall notifies Lessee in a timely manner if the need for indemnification, but such notice is not a condition precedent to Lessee's obligations and may be waived where Lessee has actual notice. This agreement applies and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against the City.
- (10) **Successors.** This lease shall be binding on the successors, administrators, executors, heirs, and

assigns of Lessee and City.

(11) **Choice of Law; Venue.** This lease shall be governed by the law of the State of Alaska. Venue shall be in the State of Alaska, First Judicial District at Juneau.

Taku Smokeries Dock Use Agreement

PART I. PARTIES. This use agreement is between the City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska, hereafter “CBJ”, and Taku Smokeries, hereafter “Operator.”

PART II. ADMINISTRATION. All communications about this Agreement shall be directed as follows, any reliance on a communication with a person other than that listed below is at the party’s own risk.

CBJ:

City and Borough of Juneau
Attn: Carl Uchtyl, Port Director
155 Heritage Way
Juneau, AK 99801
Phone: (907) 586-0292
Email: Carl.Uchtyl@juneau.gov

Operator:

Taku Smokeries
Attn: Hank Baumgart, Director/President
550 S. Franklin Street
Juneau, AK 99801
Phone: (907)463-4617
Email: hank@icystraitseafoods.com

PART III. AGREEMENT DESCRIPTION. This agreement is identified as the Taku Smokeries Dock Use Agreement (“Agreement”). The following are attached and are considered part of this Agreement as well as anything incorporated by reference or attached.

Property Description & Additional Provisions
Exhibit A
Exhibit B

PART III. USE AGREEMENT EXECUTION. The CBJ and Operator agree and sign below. This contract is not effective until signed by the CBJ.

City and Borough of Juneau:

Date: _____

By: _____
Carl Uchtyl
Port Director

Operator:

Date: _____

By: _____
Hank Baumgart
Director & President

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

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

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

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

Risk Management Review: _____, Risk Manager

Approved as to Form: _____, Law Department

PROPERTY DESCRIPTION & ADDITIONAL PROVISIONS

1. DESCRIPTION OF PROPERTY. The permitted dock space (the “Premises”) consists of an agreed area approximately 4,750 square feet, with 89 feet of dock face, depicted in Exhibit A, attached and incorporated herein by reference and known as “Taku Smokeries Dock” in Juneau, AK.

2. TERM. The effective date of this agreement is the date the CBJ signs. The term of the use agreement is fifteen years, commencing on the effective date of this agreement.

3. USE. The Premises shall be used only for unloading of fish, dispensing of ice and other related uses for the benefit of Taku Smokeries and for no other purpose without the prior written consent of the CBJ. The Operator shall comply with all regulations, rules, and the code of the CBJ, and with all state and federal regulations, rules and laws as the code or any such rules, regulations or laws may affect the activity upon or associated with the premises.

- a. The Operator is granted the right to use the dock shown in Exhibit A for the purposes and under the terms and conditions set forth in this agreement. The Operator agrees to use the dock only for the purposes of unloading fish from fishing vessels, the delivery of ice to fishing vessels, and other miscellaneous activities associated with these functions. The City agrees to provide the Operator with reasonable access to and from the dock, including access to electrical and water utilities, from the Operator's adjacent property.
- b. The City shall have the right to allow other public use of the dock during those times that the Operator is not using the dock. The Operator's use of the dock will be given preferential use over other public uses allowed on the dock. The City shall give the Operator at least twenty-four hours’ advance notice of another public user, including the size of any vessels. The parties agree to work together cooperatively regarding other public use of the dock.

4. PAYMENTS. The Operator agrees to pay the City a calendar year fee once each year for use of the dock at a rate of \$10.00 per ton of purchased goods crossing the dock.

- a. The Operator shall pay the calendar year fee by March 1 of the year subsequent to the calendar year being paid. For purposes of this agreement, the Operator shall make the first calendar year payment by March 1, 2025. This payment shall be for the entire calendar year 2024 and will not be pro-rated by to account for the date of the agreement being after the start of the 2024 calendar year.
- b. In the event the agreement expires, the Operator shall continue to make payments in accordance with this section if the Operator

- continues to use the dock.
- c. If the agreement is terminated during a calendar year, the Operator shall pay a pro-rated calendar year fee upon termination of the agreement.
 - d. Should any payment provided for under the terms of this Agreement not be paid when due, the same shall bear interest at the rate established by ordinance for late payments or at the rate of 12 percent per annum, if no rate has been set by ordinance.

5. MAINTENANCE AND REPAIR.

- a. Minor Repairs. The Operator shall continuously maintain the dock in a good state of repair at no cost to the City. The Operator shall undertake and complete minor repairs and routine maintenance of the dock, including the replacement of wear surfaces on the dock. The City may inspect the dock to determine whether the Operator is maintaining the dock. In the event an inspection reveals a failure of the Operator to properly maintain the dock, the City may order that corrective maintenance or repair work be accomplished by the Operator within a reasonable period of time as determined by the City.
- b. Major Repairs. The City shall undertake and complete all necessary major repairs to the dock unless the damage is caused by the negligent action of the Operator, its agents or employees. Such repairs shall be a City expense, subject to the appropriation of sufficient funds for that purpose. If the City fails to make such repairs or appropriations, the Operator may deduct their costs of repairs from future payment obligations. The fee for use of the dock will be abated during periods the dock cannot be used by the Operator because of pending repairs. The Operator shall pay for damage to the dock facilities and improvements caused by the negligence of the Operators, its agents or employees. The term "major repairs" as used herein includes but is not limited to:
 - i. the replacement of dock components that have reached the end of their useful life; or
 - ii. the replacement of dock components that are broken or damaged as a result of incidents not related the Operator's use of the dock.

6. DOCK UPKEEP. The Operator shall maintain the dock in a clean and orderly condition at all times. Derelict, inoperable, or abandoned vessels shall not be allowed to occupy docking space. Oil drums, nets, fishing gear, skiffs, garbage cans or unsightly debris may not be stored on the dock. Bumpers made from used tires, rope, old fire hose, etc. shall not be secured, either permanently or temporarily, to the dock.

7. PROHIBITED MOORAGE. The Operator shall not permit moorage of excessively large vessels which might overstress or otherwise damage the dock facilities. Scows, barges, non-powered vessels, floating boat shelters and floating storage buildings shall not be permitted to moor to the dock. It is the express intent of these restrictions to provide definite limitations on the moorage of structures other than powered vessels in order to prevent any disorderly or unsightly developments or those that might otherwise detract from the overall safety and security of the dock. No vessel whose length exceeds 80 feet is to be permitted moorage to the dock.

8. OPERATOR PROVIDED UTILITIES AND WATER SYSTEM. Where electrical facilities and water distribution systems are not provided by the City, the Operator may, after approval by the City, install or have installed adequate electrical and water systems. Under no circumstance shall the Operator alter or modify the dock for the purpose of installing electrical systems or water systems without first obtaining specific written approval from the City. The City will furnish minimum design standards to accomplish the work. The parties acknowledge that, as of the date of this agreement, electrical and water utilities have been provided to the dock.

9. CRANE. The Operator has the right to maintain a crane on the dock, subject to the written approval of the City. The Operator shall have the right to charge fees for use of any crane it may install. The use of any crane installed by the Operator shall be at the sole discretion of the Operator.

10. ICE MACHINE. The Operator shall have the right to maintain and operate an ice machine within the area adjacent to the dock as shown on Exhibit A. Any use of this area must comply with all design review, zoning, and other laws and regulations governing such use.

11. INSURANCE. Operator has provided certification of proper insurance coverage, including certificate(s) of insurance and amendatory endorsements or copies of the applicable policy language affecting coverage required in this agreement to CBJ, copies of which are attached to this Appendix. Failure of CBJ to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of CBJ to identify a deficiency from certificate(s) or evidence provided shall not be construed as a waiver of the obligation of Operator to maintain the insurance required by this contract.

Operator agrees to maintain insurance as follows at all times while this contract is in effect, including during any periods of renewal.

Commercial General Liability Insurance. Operator must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against Operator. This amount must be at least one million dollars (\$1,000,000.00) per occurrence, and two million dollars (\$2,000,000.00) aggregate. **This insurance policy is to contain, or be endorsed to contain, additional insured status for**

CBJ, its officers, officials, employees, and volunteers. If Additional insured status is provided in the form of an endorsement to Operator's insurance, the endorsement shall be at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Workers Compensation Insurance. If required by Alaska Statute (*see* AS 23.30), Operator must maintain Workers Compensation Insurance to protect Operator from any claims or damages for any bodily or personal injury or death which may arise from services performed under this contract. This requirement applies to Operator's firm, Operator's sub-operators and assignees, and anyone directly or indirectly employed to perform work under this contract. Operator must notify CBJ as well as the State of Alaska Division of Workers Compensation immediately when changes in Operator's business operation affect Operator's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of one million dollars (\$1,000,000.00) per injury and illness, and one million dollars (\$1,000,000.00) policy limits. Operator also agrees to provide evidence of Longshore and Harbor Worker's Insurance and Jones Act coverage if applicable to the work required. **If Operator is exempt from Alaska Statutory Requirements, Operator must provide written confirmation of this status in order for CBJ to waive this requirement. Operator grants a waiver of any right to subrogation against CBJ by virtue of the payment of any loss under such insurance.** This provision applies regardless of whether or not CBJ has received a waiver of subrogation endorsement from the insurer.

Comprehensive Automobile Liability Insurance. Operator must maintain Comprehensive Automobile Liability Insurance, which coverage shall apply to all owned, hired, and non-owned vehicles, with one million dollars (\$1,000,000.00) combined single limit coverage. **This insurance policy is to contain, or be endorsed to contain, additional insured status for CBJ, its officers, officials, employees, and volunteers.**

For any claims related to this contract, the **Operator's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Operator's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Waiver of Subrogation

Operator hereby grants to Entity a waiver of any right to subrogation which any insurer of said Operator may acquire against the Entity by virtue of the payment of any loss under such insurance. Operator agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

- 12. INDEMNITY.** Operator agrees to defend, indemnify, and hold harmless CBJ, its employees, volunteers, Operators, and insurers, with respect to any action, claim, or lawsuit arising

out of or related to Operator's performance of this contract, without limitation as to the amount of fees, and without limitation as to any damages, cost, or expense resulting from settlement, judgment, or verdict, including the award of any attorneys' fees even if in excess of the provisions of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this contract. The obligations of Operator arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify Operator in a timely manner of the need for indemnification, but such notice is not a condition precedent to Operator's obligations and is waived where Operator has actual notice.

13. INDEPENDENT CONTRACTOR. The parties hereto expressly agree that the Operator shall be and is an independent contractor and is not an employee or agent of the City. The Operator is entitled to no insurance coverage, whether worker's compensation or otherwise or other benefits accorded to the City's employees.

14. ASSIGNMENT. The Operator shall not assign, transfer, convey, subcontract, or otherwise dispose of or encumber this Agreement or the rights hereunder, nor shall the Operator delegate any of its duties hereunder without the prior written consent of the City which shall not be unreasonably withheld.

15. MODIFICATION. The Agreement may be modified only by an agreement in writing signed by all parties in interest or their successor in interest.

16. TERMINATION. The City may cancel this Agreement by giving the Operator ninety days advance written notice upon the failure of the Operator to perform, keep and observe the terms, covenants, and conditions contained in this Agreement, provided, the deficiency is not cured by the Operator to the satisfaction of the City within this ninety-day period.

17. ADMINISTRATION. The City Port Director, or the Port Director's designee, shall be the City's representative for the purpose of administering this Agreement. The Operator shall deliver to the City at the time of execution of the Agreement a certified copy of a resolution of its Board of Directors authorizing the execution of this Agreement and naming of officers that are authorized to execute this Agreement on behalf of the corporation. Notice of any change in representation shall be made to the other party in writing.

18. NOTICE. Any notice or demand, which under the terms of the agreement or under any statute must be given or made by the parties thereto, shall be in writing.

19. COMPLIANCE WITH LAWS AND REGULATIONS. The Operator shall conduct all operations at the dock in compliance with all State, Federal, and local laws, ordinances, rules and regulation now and hereafter in force, which may be applicable to such operations.

20. CORPORATE AUTHORITY. The Operator shall deliver to the City at the time of execution of the Agreement a certified copy of a resolution of its Board of Directors authorizing the execution of this Agreement and naming of officers that are authorized to execute this

Agreement on behalf of the corporation.

21. SUCCESSORS. This agreement shall be binding on the successors, administrators, executors, heirs, and assigns of Operator and City.

22. CHOICE OF LAW; VENUE. This agreement shall be governed by the law of the State of Alaska. Venue shall be in the State of Alaska, First Judicial District at Juneau.

Presented by: The Manager
Presented: MM/DD/YYYY
Drafted by: Law Department

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2025-XX

An Ordinance Authorizing the Port Director to Negotiate and Execute a Use Agreement with Taku Smokerries for Use of CBJ Dock Space.

WHEREAS, the City and Borough of Juneau (CBJ) owns real property including Lots 1 and 2B Dockside Subdivision; and

WHEREAS, Taku Smokerries currently has a use agreement allowing for the use of CBJ dock space, which expired April 30, 2024; and

WHEREAS, at the June ____, 2025 meeting, the Docks and Harbor's Board reviewed the use proposal and approved the use agreement with an annual rental rate of \$10 per ton of purchased goods crossing the dock; and

WHEREAS, the Docks and Harbors Board is authorized in CBJ 85.02.060(a)(5) to lease lands as provided in CBJ Chapter 53.20.020 and any action required by the City Manager may be performed by the Port Director.

BE IT ENACTED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU, ALASKA:

Section 1. Classification. This ordinance is a noncode ordinance.

Section 2. Authorization. The Port Director is authorized to negotiate and execute a use agreement for the property located at:

550 S. Franklin, Juneau, AK, 99801 seaward approximately 4,750 square feet within Lots 1 and 2B Dockside Subdivision.

Section 3. Terms and Conditions. The final agreement shall be subject to the following essential terms and conditions:

- (A) Term. The initial lease term shall be fifteen years.
- (B) Maintenance and Repairs.
- (C) Payment.

(D) Other terms and conditions. The Port Director may include other terms and conditions as the Manager determines to be in the public interest.

Section 4. Effective Date. This ordinance shall be effective 30 days after its adoption.

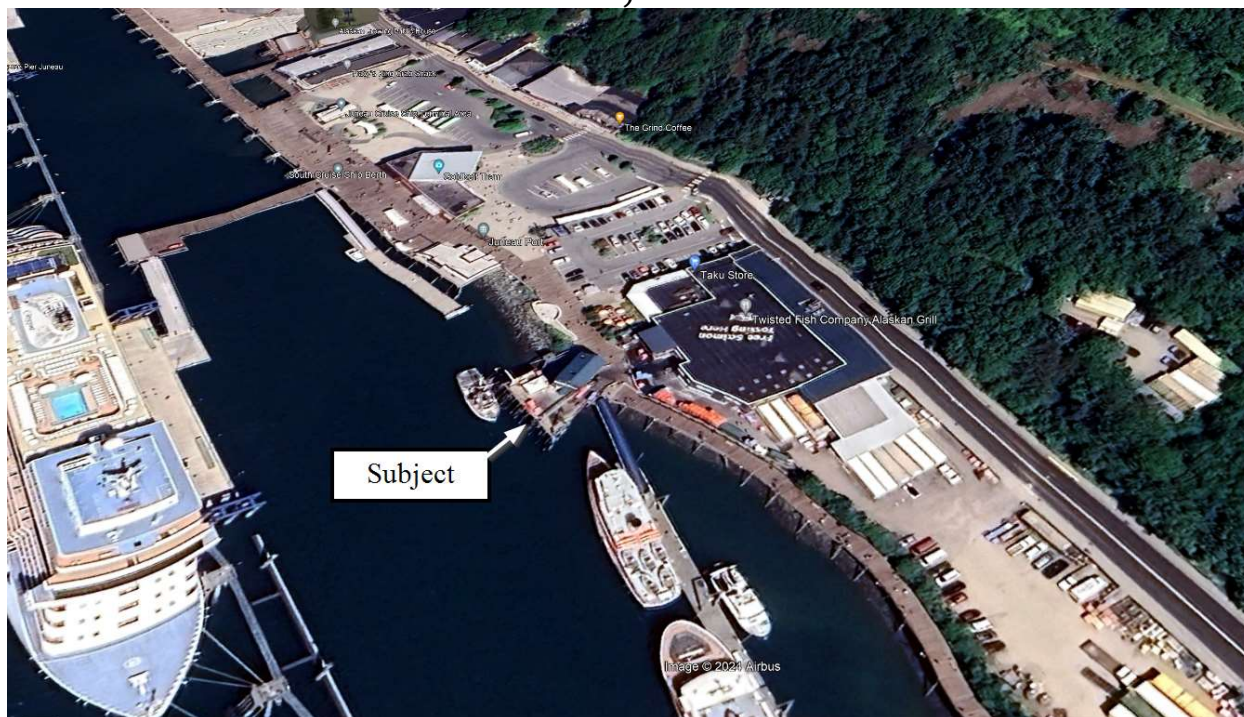
Adopted this _____ day of _____, 2025.

Beth A. Weldon, Mayor

Attest:

Municipal Clerk

**CONSULTATION FOR ESTIMATING ANNUAL USER FEE FOR
INTERMEDIATE VESSEL FLOAT DOCK
USED BY TAKU SMOKERIES
AT 550 SOUTH FRANKLIN STREET
JUNEAU, ALASKA**



Location of loading dock facility on Google Earth imagery taken July 8th 2023.

Prepared For: Carl Uchytel, Port Director
Docks and Harbors
City and Borough of Juneau
155 S Seward Street
Juneau, Alaska 99801

Prepared By: Charles Horan, MAI
Horan & Company, LLC
403 Lincoln Street, Suite 210
Sitka, Alaska 99835

Effective Date: April 30, 2024
Report Date: April 26, 2024
File Number: 24-025

HORAN & COMPANY

REAL ESTATE APPRAISERS/CONSULTANTS

CHARLES E. HORAN MAI / JOSHUA C. HORAN / SLATER M. FERGUSON

403 LINCOLN STREET, SUITE 210, SITKA, ALASKA 99835

PHONE NUMBER: (907)747-6666

commercial@horanappraisals.com

April 26, 2024

Carl Uchytel, Port Director
Docks and Harbors
City and Borough of Juneau
155 S Seward Street
Juneau, Alaska 99801

Re: Consultation For Estimating Annual User Fee for Intermediate Vessel Float Dock
Used By Taku Smokeries at 550 South Franklin Street, Juneau, Alaska.
Our Job # 24-025

Dear Mr. Uchytel,

This letter summarizes my findings for consideration in negotiating annual compensation for the use of the intermediate float dock pursuant to the proposed renewal of the Taku Smokeries Dock Use Agreement from 2009. The analysis is limited in scope to presenting two ways of considering a reasonable rate range through substitution. The first method considers the annual recapture requirement of a hypothetical facility that would provide the same utility. The second method considers what use fees are charged at other locations throughout the region for fish wharfage per ton.

The current use fee schedule has an annual minimum fee of \$13,000 a year (2,167 tons or less) and a maximum of 27,500 per year (for tonnages over 4,583). Otherwise, the rate is \$6 per ton. Approximately 51,134 tons of fish has been moved over the dock in the last 15 years (average 3,409 tons/year) with an average annual revenue of \$20,454 per year.

The attached report shows calculations of the annual income required to satisfy a substitutable dock and associated land to be \$45,150 per year. Based on the average annual tonnage (3,409) the indicated required tonnage rate would be \$13.24/ton ($\$45,150 / 3,409$ tons). The dock was expanded in 2013. The agreement does not provide exclusive use therefore this rate may be high.

The report presents the results of our survey of various ports throughout coastal Alaska which suggest a rate of \$8.60 per ton for general freight not otherwise specified (NOS) may be low and \$21.00 per ton for fish maybe high. Rates and costs have increased over the last 15 years.

The purpose of this consultation is to provide the CBJ Docks and Harbor decision makers with certain market information for negotiating an annual user fee (compensation) for

unloading of fish, dispensing of ice and other related uses for the benefit of Taku Smokerries pursuant to the proposed extension of their existing Dock Use Agreement from 2009. The effective date of this analysis is April 30th 2024.

Your attention is invited to the remainder of this report which sets forth the Assumptions and Limiting Conditions, Certification of Appraisal, and the most pertinent data considered.

Respectfully Submitted,



Charles Horan, MAI
Horan & Company, LLC

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Appraiser Qualifications	

CERTIFICATION OF APPRAISAL

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment is not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to the review by its duly authorized representatives.
- I made a personal inspection of the property at various times most recently March 19th 2024.
- No one provided significant real property appraisal assistance to the person signing this certification.
- I have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.



Charles Horan, MAI

Effective Date: April 30, 2024

Report Date: April 26, 2024

1 INTRODUCTION

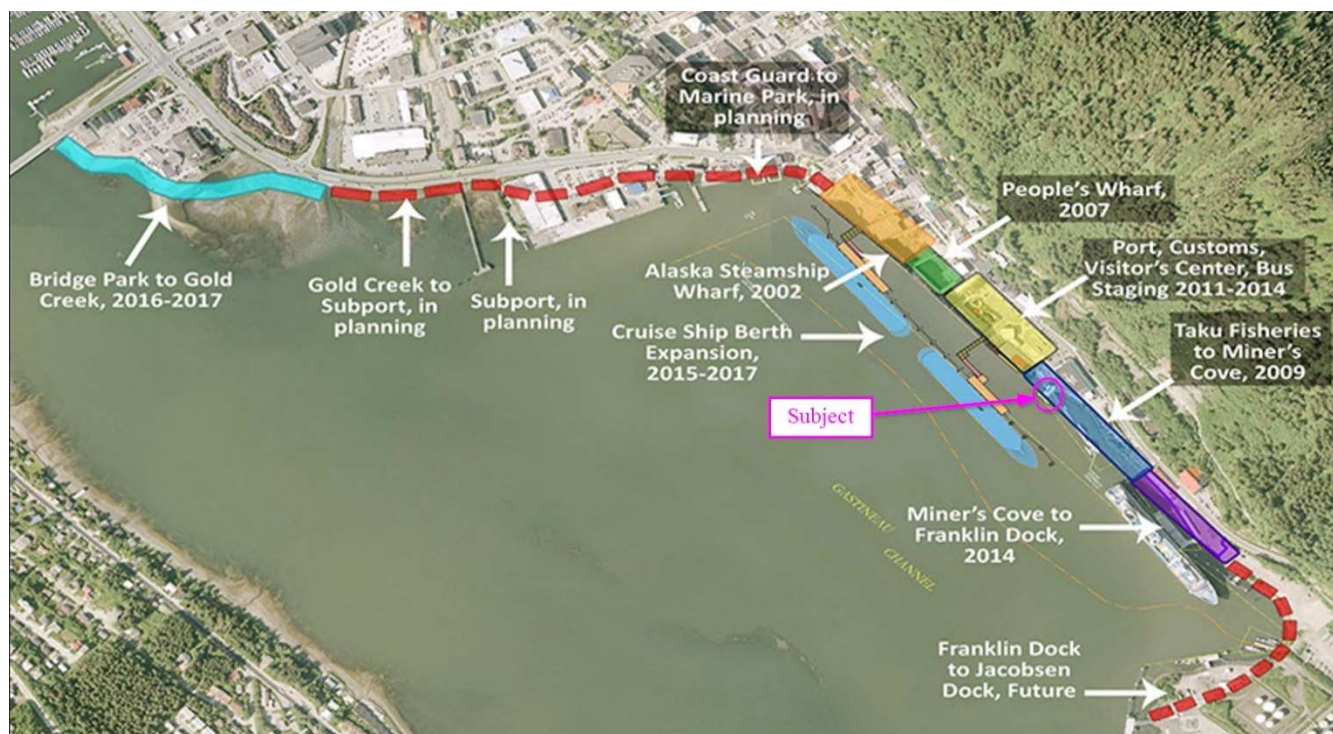


FIGURE 1.1 - Seawalk timeline concept plans from CBJ website as of 2016, annotated by Horan & Company to show the subject dock location.

1.1 BACKGROUND PUPOSE OF APPRAISAL

This is a consultation for the purpose of providing the CBJ Docks and Harbor decision makers with certain market information for negotiating an annual user fee (compensation) for unloading of fish, dispensing of ice and other related uses for the benefit of Taku Smokerries pursuant to the proposed extension of their existing Dock Use Agreement from 2009.

Taku Smokerries had been operating since 1992 under a use agreement for the dock adjacent to their property owned by the City and Borough of Juneau. This agreement was renegotiated in 2009 and the CBJ, through the Docks and Harbor Board. This agreement is being renewed. As part of this process the board has requested we provide market information to assist in developing an annual use fee. The intended user of this consultation is CBJ Docks and Harbors Board. The intended use is to assist in these negotiations which may consider economic return on the asset, among other issues, in establishing the final use fee or rent. We have not completed a market value appraisal of the facility nor concluded an economic rent.

The primary use of the dock facility is for off-loading fish. It is conveniently situated next to the Intermediate Vessel Float which is also in a very busy tourist area where cruise ship docks unload. As you had indicated, the Docks and Harbors Board and the Assembly recognize that the land and neighborhood facilities may have a higher, better, and more profitable use than fish processing. They wish to maintain an active fish processing facility on this working waterfront. Therefore, the economic indicators, fish wharfage tariff rates and return on investment considers the existing use and not the economic highest and best use of the property as situated. Ultimately the user fee or compensation for use in this agreement is a determination made by the parties to the agreement based on a variety of factors including the information presented in this consultation.

The intended use of this appraisal is to assist the CBJ Docks and Harbor department decision makers as to how to manage the property. The intended users are the CBJ decision makers.

1.2 SCOPE OF EVALUATION

Dock use charges are relatively rare and direct rate comparisons for non-exclusive dock use are limited. A substitute for comparable income required in the market would be to calculate a return on the value of the property. In this case, fish processors typically construct and own their docking facility. A processor would construct its own dock as is common in communities throughout Southeast Alaska. There are instances where dock use fees are expressed as wharfage¹ charges for certain commodities, in this case raw fish. We surveyed what other entities charged for wharfage for passing raw fish across their docks.

In this instance, I have estimated the Replacement Cost New (RCN) of the dock and depreciated it based on its assumed condition or economic life. I have calculated a reasonable annual return for this dock investment which would proxy for an owner's use cost. The substitutable RCN is not the actual replacement cost for the facility as built for the municipality but reflects what a typical fish processor may build for a similar use. For the land component of the use fee, I have used, by proxy, what Alaska Glacier Seafood Processing Plant in Auke Bay is paying on a price-per-square-foot basis for their lease of city tidelands for a similar use. In this way, the rent/user fee would not be inflated by the value of the land for alternate Highest and Best Uses in this tourist cruise ship area. I have not made an independent market value or market rent appraisal of the property.

¹ Wharfage is the charge assessed against any freight, cargo, goods placed in a transit shed or on a wharf, or passing through, over or under a wharf or Municipal Terminal; or transferred between vessels, or loaded to or unloaded from a vessel at a wharf, regardless of whether or not a wharf is used. Wharfage is solely the charge for use of wharf and does not include handling, sorting, piling of freight or charges for any other [use]. From Port of Sitka Tariff.

As a check against this Return-on-Investment Method, I have considered what wharfage costs are for loading and unloading fish throughout Southeast Alaska. The wharfage rates are not very frequent, since most processors own their facilities, but I did find some incidental data to use as a check for reasonableness and to help establish a negotiating range for the Docks and Harbor board to consider.

1.3 DOCK USE AGREEMENT - SUMMARY OF TERMS

The existing agreement was initiated 15 years ago, April 30th 20 2009. See the addenda for a complete copy of that agreement. This appraisal consultation is based on the terms of that agreement currently being negotiated to be extended. The following is a brief summary of some of the salient terms.

<i>Owner</i>	City & Borough of Juneau, (City)
<i>Operator</i>	Taku Smokeries, Contact Hank Baumgart
<i>Term</i>	Fifteen years from April 30 th 2009 expiring April 30 th 2024.
<i>Use</i>	Operator will have will have preferential use of the dock only for unloading fish from fishing vessels, ice delivery to fishing vessels, and miscellaneous activities associated with these functions.

The City agrees to provide the Operator with reasonable access to and from the dock, including access to electrical and water utilities, from the Operator's adjacent property.

The City shall have the right to allow other public use of the dock during times the Operator is not using it. The City shall give the Operator at least twenty-four hours advance notice of another public user, including the size of any vessels.

<i>Compensation to the City</i>	The operator pays \$6 per ton based on annual tonnage that crosses the dock but with a minimum payment of \$13,000 per year (2,167 tons or less) and a maximum of \$27,500 per year (for tonnage greater than 4,583). Payments to be made March 1 st each year for the prior calendar year.
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<i>Maintenance and Repair</i>	The operator will maintain the dock in a clean and orderly condition at all times. It shall continuously maintain the dock undertaking minor repairs and routine maintenance including replacement of wear surfaces on the dock.
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The city shall undertake and complete major repairs and replacement of dock components that have reached the end of their useful life or have been broken or damaged.

Improvements

The operator has the right to install its own utilities, dock crane and ice machine at its own expense as approved by the city.

Real Estate Taxes Responsibility of the operator.

Insurance and Indemnification

Operator shall provide for fire, hazard and other required insurances and indemnify the city.

2 PROPERTY DESCRIPTION

2.1 DOCK FACILITY DESCRIPTION

The appraiser relied upon the City and Borough of Juneau for providing a description of the subject dock.

The original dock facility was constructed in 1992. Its main platform was 40' x 40' with docking fenders on three sides. This structure is served by a 14' wide, 30' long approach dock. The deck is wood planking on wood stringers. The piling underneath are metal with timber fender piling on the exterior. It was upgraded and expanded to 4,750 SF in 2013. The reconfiguration provides 89' of dock face. It appears to have had good maintenance and is in average condition for its age. It has heavy 8-inch-thick concrete deck over wood and metal piling. Its size and its heavy-duty nature appear to be in excess of what is needed to provide the utility handling fish loading, icing boats and related activities. For the purpose of our analysis, we will consider the subject as a light to medium wood frame dock reflecting about a 50% good condition relative to its useful life.

The land area associated with the dock and the current function is not specifically defined, however, the land requirements to directly support the dock and some margin seaward of the facility for mooring of vessels are estimated. Also, there is land upon which the ice machine and its dock are located that has been constructed and ostensibly owned by the City. A ratio of land to dock improvement of 2:1 appears to be reasonable. For the purpose of our analysis about 10,000 SF of tideland is required for the 4,750 SF dock.



Dock location and current configuration, source Google Earth 2023. Not to scale.



Dock framing plan from 2013 reconstruction plans.

3 WHARFAGE EVALUATION

Return on Investment Method

I have used the tidelands lease rent for Alaska Glacier Seafoods, which is typical of industrial waterfront at approximately \$0.24/SF/year. This would suggest an annual land rent/income to our hypothetical investment return component of \$2,400 (10,000 SF @ \$0.24/SF).

The Replacement Cost New (RCN) of the dock is estimated from a variety of sources. The 2013 cost to expand and renovate the existing facility was \$940,500 or about \$198/ SF (4,750 SF). That facility was heavy concrete decking and metal piling typical of a municipal docks, but is overbuilt for the subject temporary fish offloading use. Current cost to replace the facility is probably in the \$250 to \$300.00/SF range. Based on estimated cost for lighter wood frame docks a replacement cost of \$200/SF is used for our analysis. The rebuilt facility then is 11 years old (2013) with some components being over 30 years old having been originally constructed in 1992. These facilities would typically last 30 to 40 years. For the purpose of our analysis a net good contributory value of the dock over the replacement cost of 50% will be used.

The expected return on marine environment investments over the past 10 years have ranged from 6% to over 15%. Land lease capitalization rates are in the 7 to 9% range. Overall investment grade commercial real estate capitalization rates range from 8.5% to 10%. For the purpose of our analysis, we'll use a 9% capitalization or annual recapture rate of the depreciated estimated replacement value.

The annual use fee, based on the Return on Investment can be calculated as follows:

Table 1 Annual Return on Investment Calculation Summary			
Dock Replacement Cost New	4,750 SF	\$200	\$950,000
Net Good Contributory Value		50%	\$475,000
Required Annual Income to Dock		9%	\$42,750
Add income to land			
Annual Income to Land	10,000 SF	\$0.24	\$2,400
Annual Income Required			\$45,150

The total tonnage of fish over the dock for the last 15 years is 51,134. The average annual tonnage then is 3,409 (51,134/15 years). The indicated tonnage rate based on the Annual Income Required of \$45,150 would be \$13.24/Ton. Since the dock is a non-exclusive use facility this likely sets the upper end of annual use fee compensation.

Dock Wharfage Method

The City and Borough of Juneau does not have a published tariff or wharfage rate for fish. Fish processors have their own dock or use the city dock’s hoist system which is charged on an hourly basis. This is not as convenient as an on-site dock but it’s typical of many communities especially for lower volume processors. The 2009 agreement indicated a rate of \$6/ton for fish wharfage. Based on the history of wharfage paid over the last 15 years the wharfage paid has ranged from a low of \$13,000 in the year 2020 and a high of \$23,700 in the year 2012. The following chart of revenue paid and tonnage show significant fluctuation overtime.

Table 2 Taku Smokerries Wharfage Paid At \$6/Ton	
2009	\$19,879.50
2010	\$21,189.12
2011	\$20,699.58
2012	\$23,773.38
2013	\$24,811.26
2014	\$22,301.04
2015	\$21,253.92
2016	\$19,393.28
2017	\$23,715.54
2018	\$19,355.22
2019	\$17,197.32
2020	\$13,005.81
2021	\$17,875.80
2022	\$20,392.08
2023	\$21,961.70

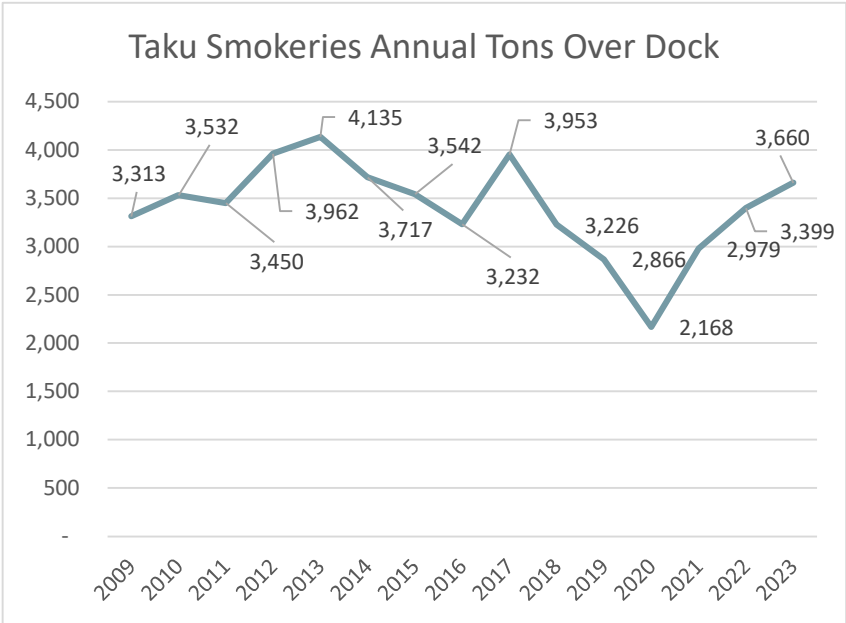


Table 3 Average Annual Tons Over Dock	
Total Tons Over 15 years	51,134 Tons
Average Annual Tons	3,409 Tons / Year

We checked with various communities throughout the state to determine what their wharfage charge is for raw fish. Not all communities have published wharfage tariffs and many which do, do not specify a charge for fish. Communities with a published tariff specifying wharfage rates have a catch all category for “not otherwise specified” (NOS) goods going over the dock. This range as follows.

Table 4 General Wharfage Charge Per Ton for Material Not Otherwise Specified (NOS)			
Tariff	NOS Rate/Ton	Effective	Comments
Wrangell	\$2.50	Unknow	It is unknown when this rate was set.
Petersburg	\$5.00	2022	This rate had not increased since 2016 ~.
Haines	\$6.72	2024	This recently set rate is scheduled to increase to \$7.56 in 2028, about 12.5%/yr.
Anchorage	\$8.58	2024	The current rate expresses the scheduled rate set in 2020 which will increase 2.4% per year through 2029.
Kodiak	\$8.60	2024	This rate was set in 2020 and scheduled to increase at 4% a year.

The following communities did have published wharfage charges for Fish as summarized below.

Table 5 Wharfage Charge Per Ton for Fish			
Location	Rate/Ton	Effective	Comments
Homer	\$4.78	2024	No Change for Many years. The average volume over the last seven years has ranged from 2,400 tons to 5,200 tons. The NOS Wharfage rate is \$7.96/Ton.
Seward	\$5.39	2024	Rate set in January. Not sure when it will be reviewed. Same as the NOS rate.
Sitka GPIP	\$21.02	2024	The tariff issued in March of 2023 shows the rate is \$19.41 to \$22.77/Ton in 2025. This indicates an 8.3% annual increase. One processor, Salmon Shares, had a small volume coming over the dock but they have gone out of business. Their published NOS rate is \$10.19/ Ton.
Whittier	\$40.00	2024	Rate set by Rail road not changed for many years.

A couple observations made by these rates indicate that they are not often adjusted. Homer and Seward seem to be more sensitive to lower rates to stimulate the fishing industry and acknowledging the difficulty of their docking situation. The ones that have been recently adjusted seem to be aggressive. The fish rates seem to be consistently more than the general freight where not otherwise specified (NOS) rates, except for Homer. The higher end of the fish rates are not being used (Whittier) or seldom used (Sitka). This suggests the following ranking.

Table 6 Wharfage Rate Ranking			
Location	Commodity	Rate per ton	Relative comparability
Wrangell	NOS Rate	\$2.50	Old low rate
Petersburg	NOS Rate	\$5.00	Old low rate
Homer	Fish Rate	\$4.78	Set low favorable rate
Seward	Fish Rate	\$5.39	Set low favorable rate
Anchorage	NOS Rate	\$8.58	Lower NOS rate
Kodiak	NOS Rate	\$8.60	Lower NOS rate
Sitka GPIP	Fish Rate	\$21.02	May be high rate, Low volume
Whitter	Fish Rate	\$40.00	High rate not used

ADDENDA

cc

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2009-002951-0

Recording Dist: 101 - Juneau
4/30/2009 1:29 PM Pages: 1 of 8



Juneau Recording District

**THIS COVER SHEET HAS BEEN ADDED TO
THIS DOCUMENT TO PROVIDE SPACE FOR
THE RECORDING DATA. THIS COVER
SHEET APPEARS AS THE FIRST PAGE OF
THE DOCUMENT IN THE OFFICIAL PUBLIC
RECORD.**

DO NOT DETACH

Taku Smokeries Dock Use Agreement

This is a use agreement made as of this 30 day of APRIL, 2009 by and between the City and Borough of Juneau, Alaska, a municipal corporation organized and existing under the laws of the State of Alaska, hereafter referred to as the "City", and Taku Smokeries, hereafter referred to as the "Operator" for use of the dock shown in Exhibit A. Both parties agree to the following terms:

1. Term. This agreement shall continue in effect for a period of fifteen years from the date set forth above unless sooner terminated pursuant to the terms of Section 12.
2. Use.
 - a. The Operator is granted the right to use the dock shown in Exhibit A for the purposes and under the terms and conditions set forth in this agreement. The Operator agrees to use the dock only for the purposes of unloading fish from fishing vessels, the delivery of ice to fishing vessels, and other miscellaneous activities associated with these functions. The City agrees to provide the Operator with reasonable access to and from the dock, including access to electrical and water utilities, from the Operator's adjacent property.
 - b. The City shall have the right to allow other public use of the dock during those times that the Operator is not using the dock. The Operator's use of the dock will be given preferential use over other public uses allowed on the dock. The City shall give the Operator at least twenty-four hours advance notice of another public user, including the size of any vessels. The parties agree to work together cooperatively regarding other public use of the dock.
3. Compensation to the City. The Operator agrees to pay the City a calendar year fee once each year for use of the dock according to the following fee schedule:
 - a. The calendar year fee shall equal the greater of the following:
 - i. \$13,000 per calendar year if the tonnage of purchased goods is less than 2167 tons in that calendar year;
 - ii. \$6 per ton of purchased goods crossing the docks if the tons are between 2167 and 4583 tons in that calendar; or
 - iii. \$27,500 per calendar year if the tonnage of purchased goods crossing the dock is greater than 4583 tons in that calendar year.
 - b. The Operator shall pay the calendar year fee by March 1 of the year subsequent to the calendar year being paid. For purposes of this agreement, the Operator shall make the first calendar year payment by March 1, 2010. This payment shall be for the entire calendar year 2009 and will not be pro-rated by to account for the date of the agreement being after the start of the 2009 calendar year.
 - c. In the event the agreement expires, the Operator shall continue to make payments in accordance with this section if the Operator continues to use the dock.
 - d. If the agreement is terminated during a calendar year, the Operator shall pay a pro-rated calendar year fee upon termination of the agreement.



4. Maintenance and Repair

- a. Minor Repairs. The Operator shall continuously maintain the dock in a good state of repair at no cost to the City. The Operator shall undertake and complete minor repairs and routine maintenance of the dock, including the replacement of wear surfaces on the dock. The City may inspect the dock to determine whether the Operator is maintaining the dock. In the event an inspection reveals a failure of the Operator to properly maintain the dock, the City may order that corrective maintenance or repair work be accomplished by the Operator within a reasonable period of time as determined by the City.
- b. Major Repairs. The City shall undertake and complete all necessary major repairs to the dock unless the damage is caused by the negligent action of the Operator, its agents or employees. Such repairs shall be a City expense, subject to the appropriation of sufficient funds for that purpose. If the City fails to make such repairs or appropriations, the Operator may deduct their costs of repairs from future payment obligations. The fee for use of the dock will be abated during periods the dock cannot be used by the Operator because of pending repairs. The Operator shall pay for damage to the dock facilities and improvements caused by the negligence of the Operators, its agents or employees. The term "major repairs" as used herein includes but is not limited to:
 - i. the replacement of dock components that have reached the end of their useful life; or
 - ii. the replacement of dock components that are broken or damaged as a result of incidents not related the Operator's use of the dock.

5. Dock Upkeep. The Operator shall maintain the dock in a clean and orderly condition at all times. Derelict, inoperable, or abandoned vessels shall not be allowed to occupy docking space. Oil drums, nets, fishing gear, skiffs, garbage cans or unsightly debris may not be stored on the dock. Bumpers made from used tires, rope, old fire hose, etc. shall not be secured, either permanently or temporarily, to the dock.

6. Prohibited Moorage. The Operator shall not permit moorage of excessively large vessels which might overstress or otherwise damage the dock facilities. Scows, barges, non-powered vessels, floating boat shelters and floating storage buildings shall not be permitted to moor to the dock. It is the express intent of these restrictions to provide definite limitations on the moorage of structures other than powered vessels in order to prevent any disorderly or unsightly developments or those that might otherwise detract from the overall safety and security of the dock. No vessel whose length exceeds 80 feet is to be permitted moorage to the dock.

7. Operator Provided Utilities and Water System. Where electrical facilities and water distribution systems are not provided by the City, the Operator may, after approval by the City, install or have installed adequate electrical and water systems. Under no circumstance shall the Operator alter or modify the dock for the purpose of installing electrical systems or water systems without first obtaining specific written approval from the City. The City will furnish minimum design standards to accomplish the work. The



parties acknowledge that, as of the date of this agreement, electrical and water utilities have been provided to the dock.

8. Crane. The Operator has the right to install a crane on the dock, subject to the written approval of the City. The Operator shall have the right to charge fees for use of any crane it may install. The use of any crane installed by the Operator shall be at the sole discretion of the Operator.
9. Ice Machine. The Operator shall have the right to install and operate an ice machine within the area adjacent to the dock as shown on Exhibit A. Any use of this area must comply with all design review, zoning, and other laws and regulations governing such use.
10. Insurance. The Operator shall carry and maintain, during the entire term of this Agreement at the Operator's sole cost and expense, the following types of insurance, in the amounts specified and in the form hereinafter provided for satisfactory to the City's Risk Management Officer:
 - a. Comprehensive General Liability Insurance: Broad form comprehensive general liability insurance with limits of not less than One Million Dollars (\$1,000,000) combined single limit with no deductible or self-insured retention insuring the Operator and the City as an additional named insured from any and all claims for bodily injury or death, and for property damage that may arise out of, or in relation to, this Agreement.
 - b. Motor Vehicle Insurance: Comprehensive automobile liability insurance covering each motor vehicle utilized by the Operator in the performance of this Agreement and all operations thereof, including all vehicles owned or hired by the Operator; such insurance coverage shall have limits of not less than Five Hundred Thousand Dollars (\$500,000.00) combined single limit, and shall name the City as an additional named insured.
 - c. Other Insurance Matters: All the insurance required under this agreement shall:
 - i. Be issued by an insurance company or companies authorized to do business in the State of Alaska and approve by the City's Risk Management Officer and provided further, unless such requirement is waived by the City, such company or companies shall in addition thereto be a member insurer included and covered under the Alaska Insurance Guarantee Association Act (Alaska Statutes, Section 21.80.010, et seq.);
 - ii. Contain an endorsement requiring thirty days prior written notice from the insurance company to both the City and the Operator before cancellation or any change which would modify or alter the policy in such manner as to decrease the types or breadth of insurance coverage, or in the amount of insurance coverage.
 - iii. A copy of each policy, or a certificate of the policy, together with evidence of payment of premiums, shall be deposited with the City prior to the Operator's continued operations under this Agreement, and when a renewal of the policy is approaching, not less than twenty days before expiration of the term of the policy. The City shall have the right to



inspect the Operator's records at reasonable times to confirm that the insurance called for herein is in force.

- d. Worker's Compensation Coverage. The Operator, if subject to the provisions of the Alaska Worker's Compensation Act (AS 23.30), shall, upon request, provide the City with proof, furnished by the insurance carrier, or current coverage for 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; such policy shall contain an endorsement for longshoremen and harbor workers coverage. The Operator 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 23.20.045(c) and the City, at its option, may terminate this Agreement for cause without liability.
11. Hold Harmless and Indemnity. The City, its elected and appointed officers, employees, and agents shall not be held liable for any claims, liabilities, penalties, fines or for damage to any goods, properties or effects of any person whatsoever, whether tangible or intangible, nor for any personal injury or death, caused by or resulting from any act or omission of the Operator, or by any of the Operator's partners, agents, employees, representatives, contractors, subcontractors, customers, or invitees, in the performance or nonperformance of this Agreement. The Operator further agrees to and shall appear and defend and indemnify and save the City, its elected and appointed officers, employees and agents free and harmless from any and all of the foregoing claims, liabilities, penalties, fines, or damages, and any cost of expense, including reasonable attorney's fees, whether or not suit is filed, incurred by the City, its officers, or employees in relation thereto. The Operator shall not be liable for claims, liabilities, or damages arising out of the use of the dock by third parties authorized by the City to use the dock.
12. Termination of Agreement. The City may cancel this Agreement by giving the Operator ninety days advance written notice upon the failure of the Operator to perform, keep and observe any of the terms, covenants, and conditions contained in this Agreement, provided, the deficiency is not cured by the Operator to the satisfaction of the City within this ninety-day period.
13. Administrator of Agreement. The City Port Director, or the Port Director's designee, shall be the City's representative for the purpose of administering this Agreement.
14. Independent Contractor. The parties hereto expressly agree that the Operator shall be and is an independent contractor and is not an employee or agent of the City. The Operator is entitled to no insurance coverage, whether worker's compensation or otherwise or other benefits accorded to the City's employees.
15. Assignment. The Operator shall not assign, transfer, convey, subcontract, or otherwise dispose of or encumber this Agreement or the rights hereunder, nor shall the Operator delegate any of its duties hereunder without the prior written consent of the City which shall not be unreasonably withheld.

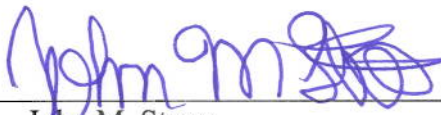


16. Compliance with Laws and Regulations. The Operator shall conduct all operations at the dock in compliance with all state, federal, and local laws, ordinances, rules and regulations now and hereafter in force, which may be applicable to such operations.
17. Corporate Authority. The Operator shall deliver to the City at the time of execution of the Agreement a certified copy of a resolution of its Board of Directors authorizing the execution of this Agreement and naming of officers that are authorized to execute this Agreement on behalf of the corporation.

IN WITNESS THEREOF, these parties have signed this Agreement on the date first written above.

CITY AND BOROUGH OF JUNEAU, ALASKA:

By: _____



John M. Stone
Port Director

TAKU SMOKERIES, INC.

By: _____



Eric Norman
Vice President

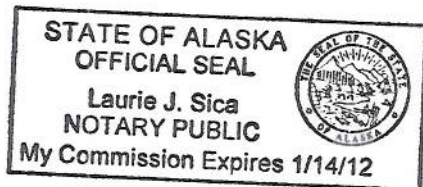


CITY ACKNOWLEDGMENT

STATE OF ALASKA)
)
 FIRST JUDICIAL DISTRICT) ss:

THIS IS TO CERTIFY that on the 30th day of April, 2009, before me, the undersigned, a notary in and for the State of Alaska, duly commissioned and sworn, personally appeared JOHN M. STONE, to me known to be the PORT DIRECTOR of the CITY AND BOROUGH OF JUNEAU, ALASKA, a municipal corporation which executed the above and foregoing instrument; who on oath stated that he was duly authorized to execute said instrument on behalf of such corporation; who acknowledged to me that he signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

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



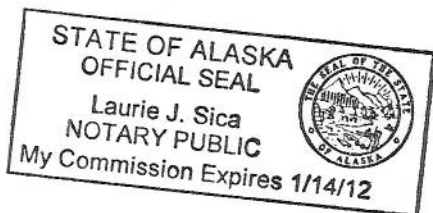
Laurie J. Sica
 Notary Public for the State of Alaska
 My Commission Expires: 1/14/2012

CORPORATE ACKNOWLEDGMENT

STATE OF ALASKA)
)
 FIRST JUDICIAL DISTRICT) ss:

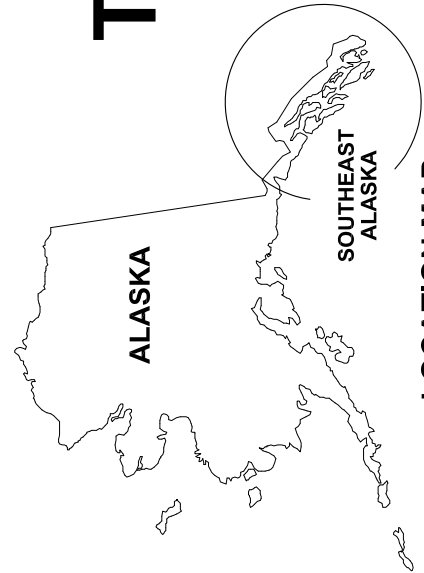
THIS IS TO CERTIFY that on the 30th day of April, 2009, before me, the undersigned, a notary in and for the State of Alaska, duly commissioned and sworn, personally appeared ERIC NORMAN, to me known to be the VICE PRESIDENT of the TAKU SMOKERIES, INC., corporation organized under the laws of the State of Alaska which executed the above and foregoing instrument; who on oath stated that he was duly authorized to execute said instrument on behalf of such corporation; who acknowledged to me that he signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

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

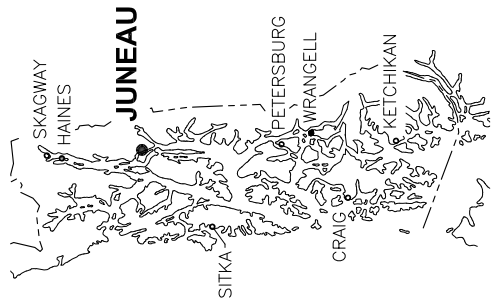


Laurie J. Sica
 Notary Public for the State of Alaska
 My Commission Expires: 1/14/2012





LOCATION MAP



SOUTHEAST ALASKA

CITY & BOROUGH OF JUNEAU, ALASKA

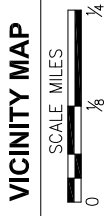
TAKU DOCK RECONFIGURATION

2013

THIS PROJECT



AERIAL PHOTO FROM AEROMAP



DRAWING INDEX		
SHEET NO.	DWG. NO.	TITLE
1 OF 17	S0.1	COVER SHEET, VICINITY MAP AND DRAWING INDEX
2 OF 17	S1.0	EXISTING DOCK FRAMING PLAN
3 OF 17	S2.0	NEW DOCK FRAMING PLAN
4 OF 17	S2.1	DOCK DRAINAGE PLAN
5 OF 17	S2.2	NEW DOCK SECTIONS
6 OF 17	S2.3	DOCK DETAILS
7 OF 17	S2.4	DOCK DETAILS
8 OF 17	S2.5	UNDER DECK PIPING PLAN AND DETAILS
9 OF 17	S3.0	GENERAL NOTES AND PILES
10 OF 17	S4.0	PILE CAPS
11 OF 17	S4.1	PILE CAPS
12 OF 17	S5.0	LADDERS AND FENDERS
13 OF 17	S5.1	FENDER DETAILS
14 OF 17	S6.0	BREASTING AND MOORING PILE
15 OF 17	S7.0	CRANE BASE
16 OF 17	E1.0	ELECTRICAL PLAN
17 OF 17	E9.0	SPECIFICATION



REVISIONS			
REV.	DATE	DESCRIPTION	

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



ENGINEERS, INC.

DESIGN: PND	CHECKED: CMG	SCALE: AS SHOWN
DRAWN: WRB	APPROVED: CMG	

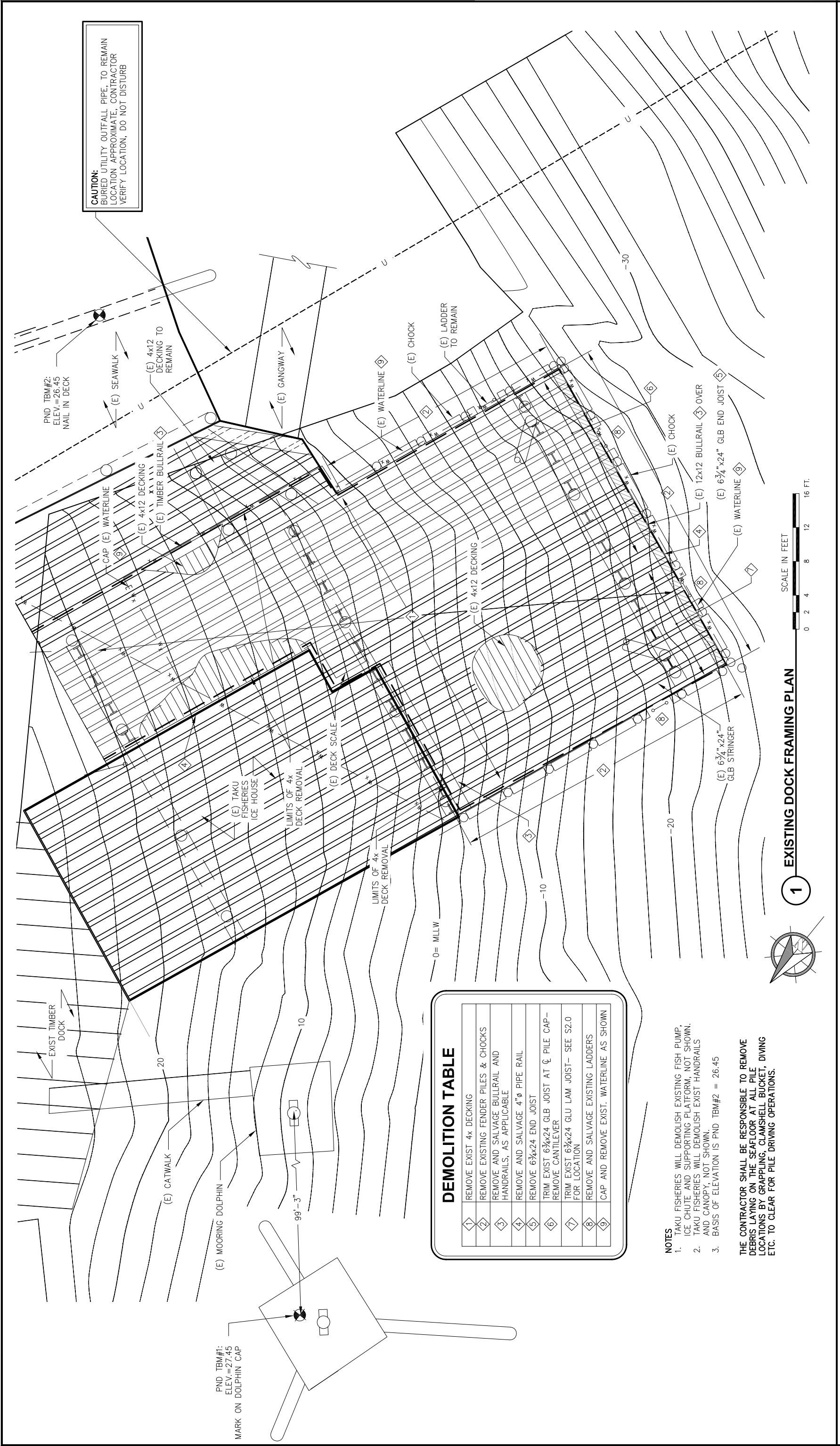


CITY AND BOROUGH OF JUNEAU
TAKU DOCK RECONFIGURATION
CONTRACT NO. DH13-437

SHEET TITLE:
COVER SHEET, VICINITY MAP
AND DRAWING INDEX

PNAD PROJECT NO.: 102050.05 DWG. FILE:
S0.1
SHEET
1 OF 17

DATE: 05/2/13



DEMOLITION TABLE	
1	REMOVE EXIST 4x DECKING
2	REMOVE EXISTING FENDER PILES & CHOCKS
3	REMOVE AND SALVAGE BULLRAIL AND HANDRAILS, AS APPLICABLE
4	REMOVE AND SALVAGE 4" Ø PIPE RAIL
5	REMOVE 6 3/4x24 END JOIST
6	TRIM EXIST 6 3/4x24 GLB JOIST AT 4" PILE CAP - REMOVE CANTILEVER
7	TRIM EXIST 6 3/4x24 GLU LAM JOIST - SEE S2.0 FOR LOCATION
8	REMOVE AND SALVAGE EXISTING LADDERS
9	CAP AND REMOVE EXIST. WATERLINE AS SHOWN

- NOTES
1. TAKU FISHERIES WILL DEMOLISH EXISTING FISH PUMP, ICE CHUTE AND SUPPORTING PLATFORM, NOT SHOWN.
 2. TAKU FISHERIES WILL DEMOLISH EXIST HANDRAILS AND CANOPY, NOT SHOWN.
 3. BASIS OF ELEVATION IS PND TBM#2 = 26.45

THE CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE DEBRIS LAYING ON THE SEAFLOOR AT ALL PILE LOCATIONS BY GRAPPLING, CLAMSHELL BUCKET, DIVING ETC. TO CLEAR FOR PILE DRIVING OPERATIONS.



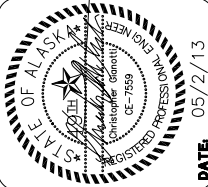
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DRAWN:	DD	APPROVED:	CMG		

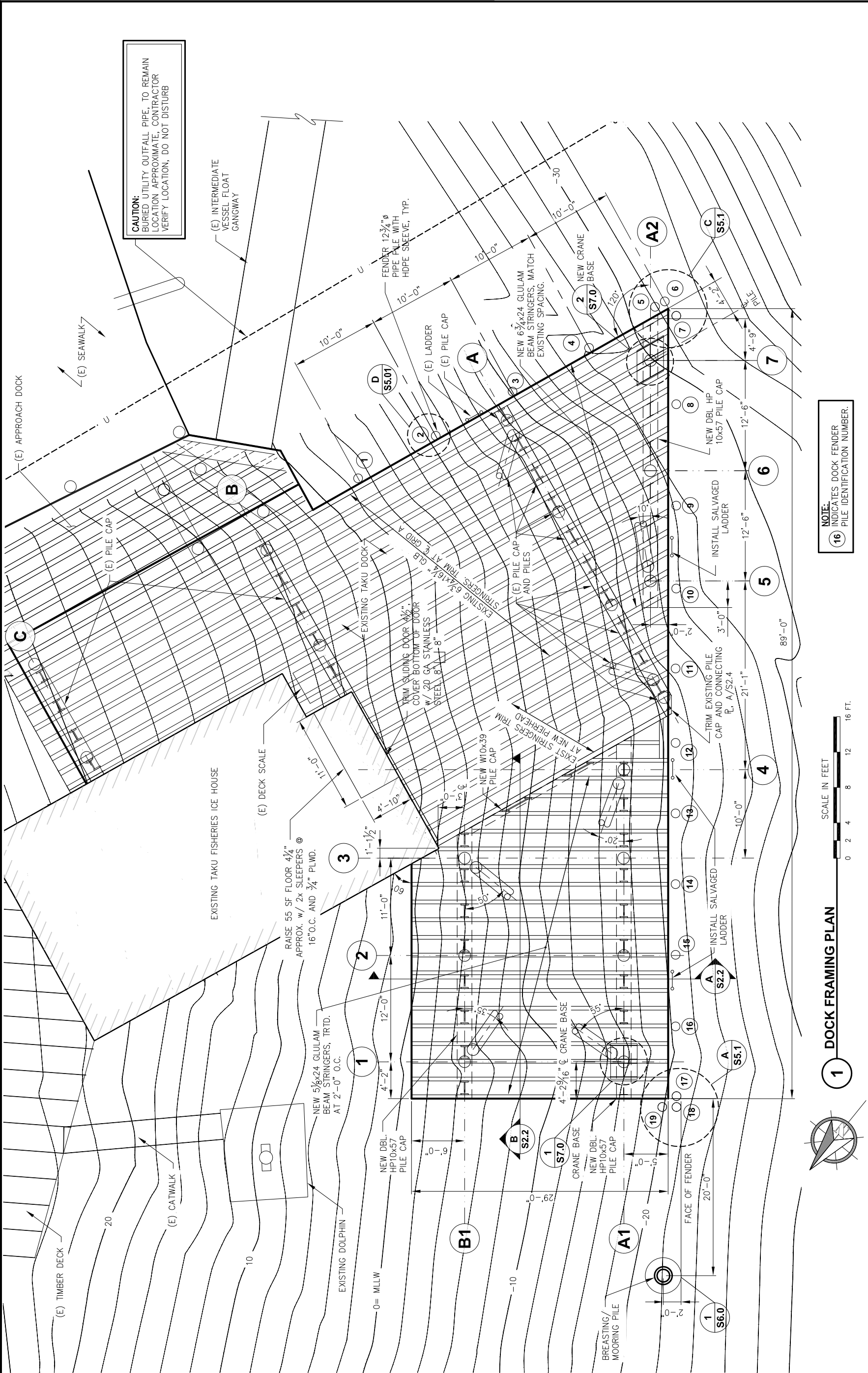


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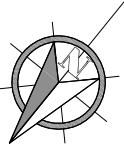
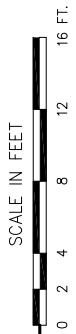
CITY AND BOROUGH OF JUNEAU
TAKU DOCK RECONFIGURATION
CONTRACT NO. DH13-437

SHEET TITLE:
EXISTING DOCK FRAMING
AND DEMOLITION PLAN

PND PROJECT NO.: 102050.05 DWG. FILE: S1.0.DWG
SHEET 2 OF 17
\$1.0



NOTE:
INDICATES DOCK FENDER
PILE IDENTIFICATION NUMBER.



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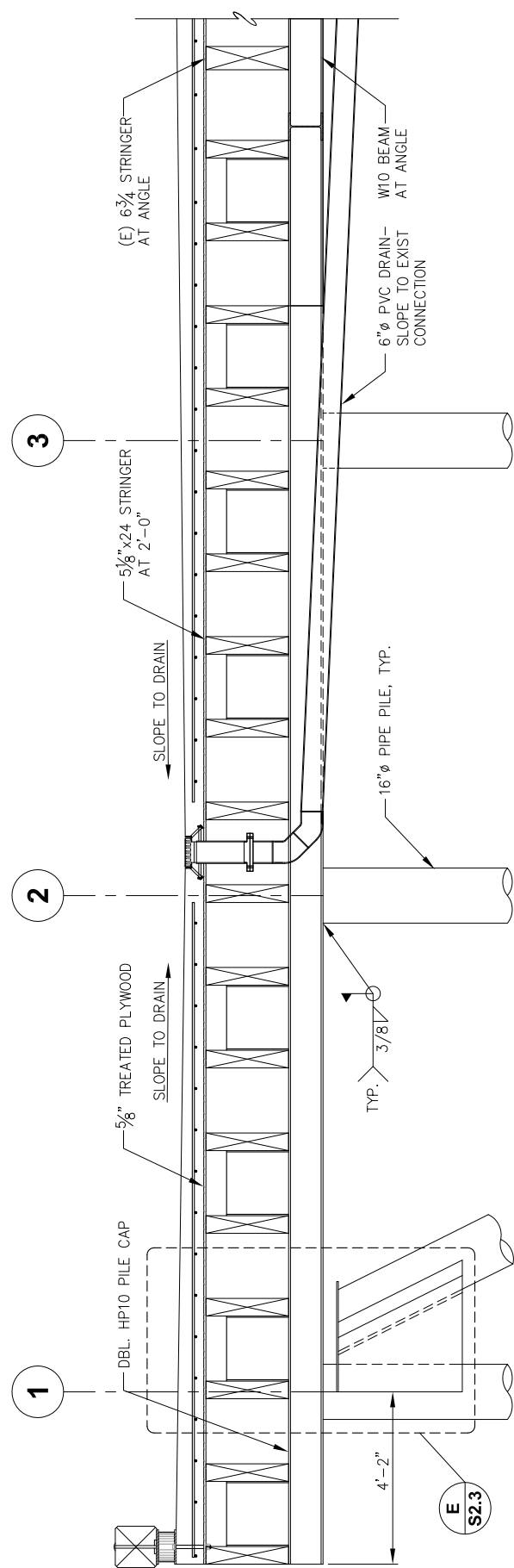
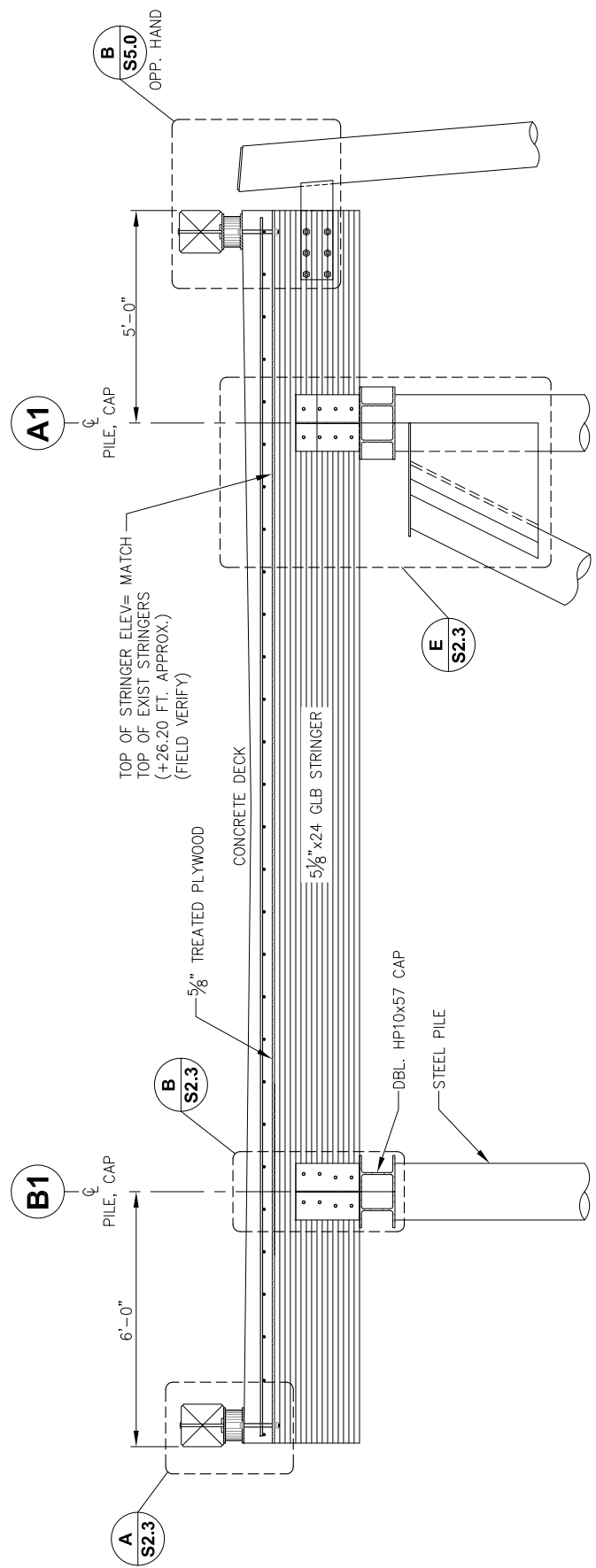
DATE: 05/2/13

CITY AND BOROUGH OF JUNEAU
TAKU DOCK RECONFIGURATION
CONTRACT NO. DH13-437

SHEET TITLE:
NEW DOCK FRAMING PLAN

S2.0
SHEET
3 OF 17

PND PROJECT NO.: 102050.05 DWG. FILE: S2.0.DWG

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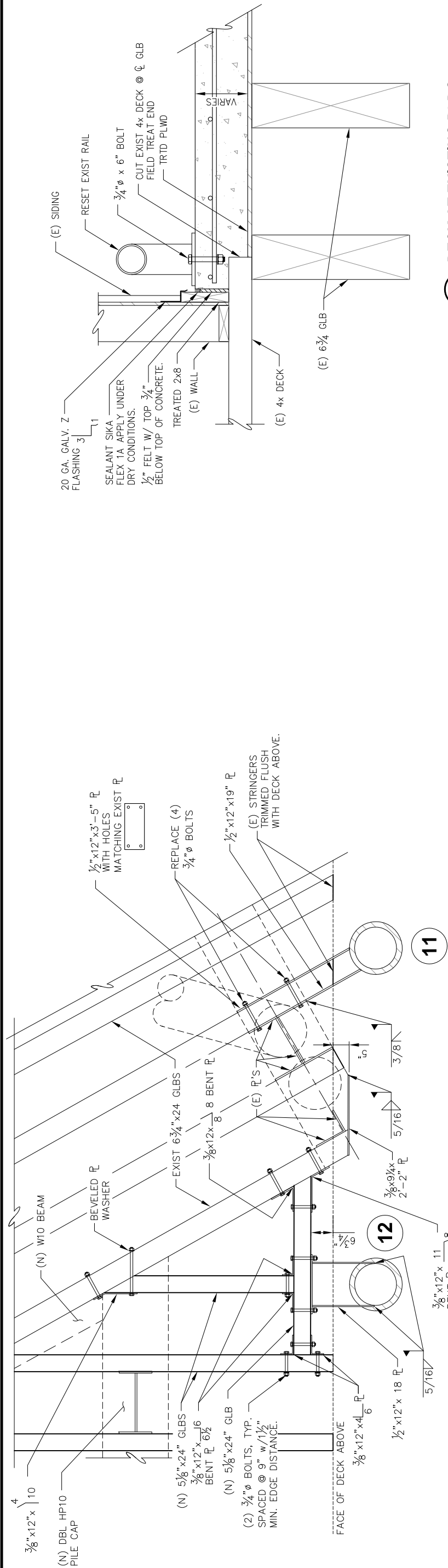
**CITY AND BOROUGH OF JUNEAU
TAKU DOCK RECONFIGURATION
CONTRACT NO. DH13-437**

SHEET TITLE:

NEW DOCK SECTIONS

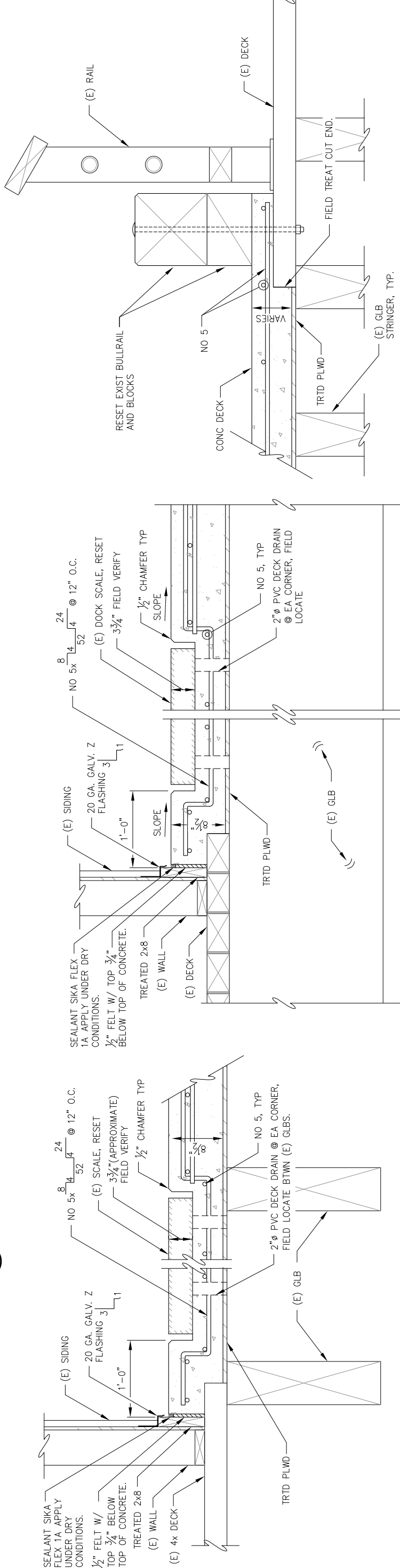
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S2.2
SHEET
5 OF 17



A ENLARGEMENT AT FENDER PILES 11 AND 12

B DECK AT EXISTING BLDG



C SECTION @ DOCK SCALE

D DOCK SCALE DETAIL

E SECTION

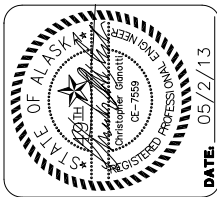


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REV.	DATE	DESCRIPTION	DWN. CKD. APP.

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CITY AND BOROUGH OF JUNEAU
TAKU DOCK RECONFIGURATION
CONTRACT NO. DH13-437

SHEET TITLE:
DOCK DETAILS

PN&P PROJECT NO.: 102050.05
DWG. FILE: S2.2.DWG
DATE: 05/2/13

S2.4
SHEET
7 OF 17

STRUCTURAL GENERAL NOTES

- 1.0

DESIGN CRITERIA
- 1.1

LIVE LOADS
250 PSF UNIFORM LOAD
HS15 TRUCK LOAD
10,000 POUND FORKLIFT AXLE LOAD
- 1.2

DEAD LOADS
ALL APPLICABLE DEAD LOADS
- 1.3

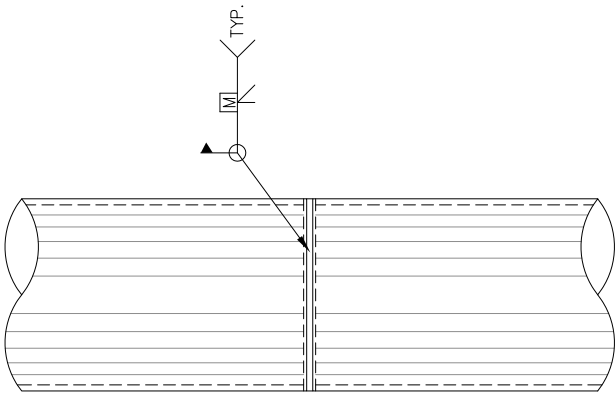
SEISMIC LOAD
SITE CLASS D
Ss = 0.56g; Fa = 1.35; Sds = 0.51g
S1 = 0.27g; Fv = 1.86; Sd1 = 0.33g
R = 3.25 (ORDINARY CONCENTRIC STEEL BRACED FRAME)
Cs = 0.17 g

1.4 CODE
2009 EDITION OF THE INTERNATIONAL BUILDING CODE AS AMENDED BY THE CITY AND BOROUGH OF JUNEAU.

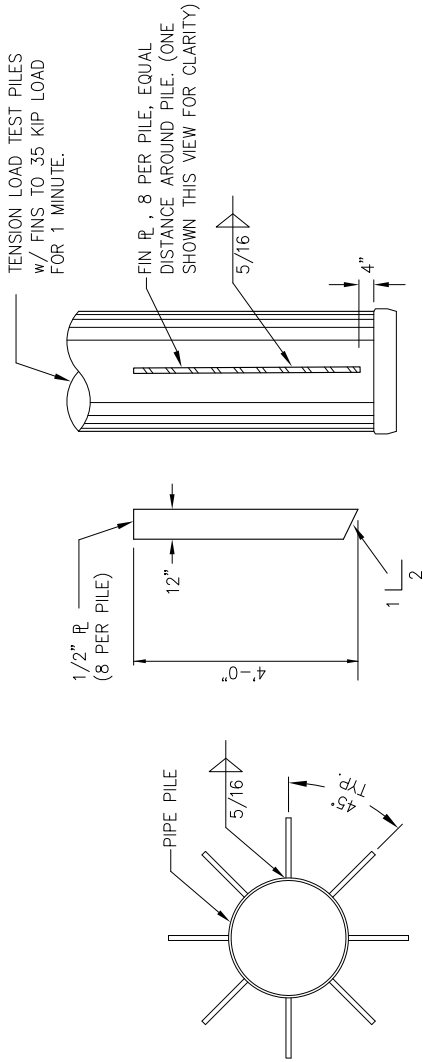
MATERIALS AND CONSTRUCTION
SEE SPECIFICATIONS FOR SPECIFIC DETAILS INCLUDING SUBMITTALS.

ABBREVIATIONS

- AISC
AISC
ASCE
CL
CLR
CONC
CP
DBL
(E)
EA
EW
EXIST
FS
FT
FY
g
GLB
GLU LAM
HDPE
HSS
IBC
NS
NDS
NO
OC
OD
PL
PLWD
PSF
PSI
PVC
SDR
SCHED
STD
STIFF
t
TRTD
TYP
WP
- AMERICAN INSTITUTE OF STEEL CONSTRUCTION
AMERICAN INSTITUTE OF TIMBER CONSTRUCTION
AMERICAN SOCIETY OF CIVIL ENGINEERS
CENTERLINE
CLEAR
CONCRETE
COMPLETE PENETRATION
DOUBLE
EXISTING
(E)
EACH
EACH WAY
EXISTING
FAR SIDE
FEET OR FOOT
FEET STRENGTH
g
ACCELERATION DUE TO GRAVITY
GLUED LAMINATED TIMBER BEAM
GLUED LAMINATED TIMBER
HOLLOW POLYETHYLENE
HOLLOW STRUCTURAL SECTION
INTERNATIONAL BUILDING CODE
NEAR SIDE
NATIONAL DESIGN STANDARD
NUMBER
ON CENTER
OUTSIDE DIAMETER
PLATE
PLYWOOD
POUNDS PER SQUARE FOOT
POUNDS PER SQUARE INCH
POLY VINYL CHLORIDE
STANDARD DIMENSIONAL RATIO
SCHEDULE
STANDARD
STIFFENER
THICKNESS
TREATED
TYPICAL
WORK POINT

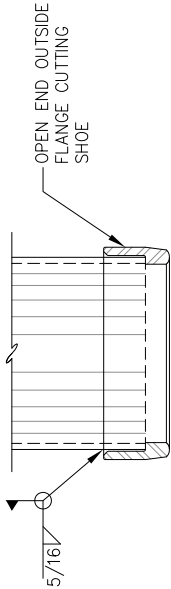


1 TYPICAL PILE SPLICE DETAILS



4 PILE FIN DETAILS

- NOTES:
- SEE SPECIFICATIONS FOR REQUIREMENTS FOR PILE DRIVING INCLUDING MINIMUM HAMMER SIZE, SUBMITTALS, PILE MATERIALS, SPLICES, TIPS.
 - TENSION CAPACITY SHALL BE ESTIMATED FROM DRIVING RECORDS AND TESTING. SEE SPECIFICATIONS.
 - DRIVE FENDER PILES TO 30 FEET MINIMUM EMBEDMENT.



2 TYPICAL PILE TIP DETAIL

3 TYPICAL WELD DETAIL

PILE SCHEDULE

GRID LOCATION	ORIENTATION	SIZE		ULTIMATE LOAD			MINIMUM SUPPLIED LENGTH (FEET)
		OD	t	TIPS	COMPRESSION KIPS	TENSION KIPS	
A1-1	VERTICAL	16"	0.500"	F/CS	70	20	105
A1-1	BATTER	16"	0.500"	CS	50	--	120
A1-2	VERTICAL	16"	0.500"	CS	60	--	105
A1-3	VERTICAL	16"	0.500"	CS	60	--	105
A1-4	VERTICAL	16"	0.500"	F/CS	35	35	105
A1-4	BATTER	16"	0.500"	CS	65	--	120
A2-5	VERTICAL	16"	0.500"	F/CS	35	20	105
A2-5	BATTER	16"	0.500"	CS	35	--	120
A2-6	VERTICAL	16"	0.500"	CS	60	--	105
A2-7	VERTICAL	16"	0.500"	CS	60	--	105
B1-1	VERTICAL	16"	0.500"	F/CS	70	15	105
B1-1	BATTER	16"	0.500"	CS	45	--	120
B1-2	VERTICAL	16"	0.500"	CS	75	--	105
B1-3	VERTICAL	16"	0.500"	CS	60	20	105
B1-3	BATTER	16"	0.500"	F/CS	45	--	120
BREASTING PILE	VERTICAL	24"	0.500"	CS	--	--	105
FENDERS	1H : 12V	12 3/4"	0.500"	CS	--	--	85

NOTES:
CS INDICATES CUTTING SHOE
F/CS INDICATES FINS w/ CUTTING SHOE



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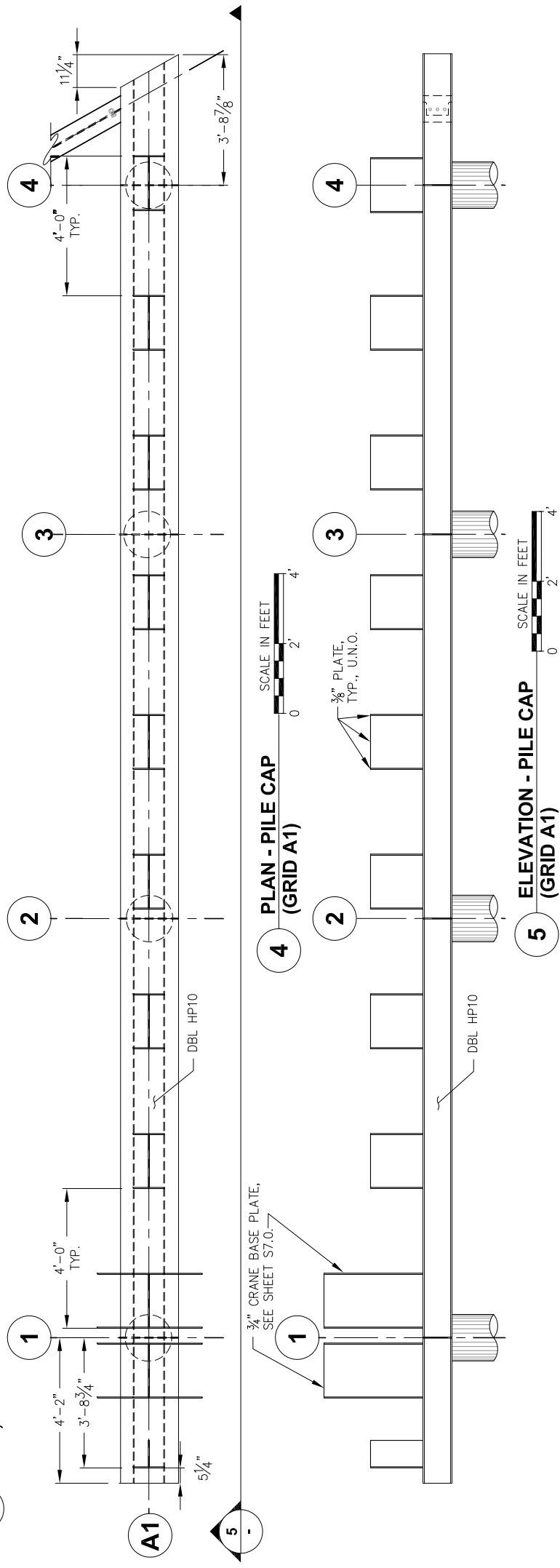
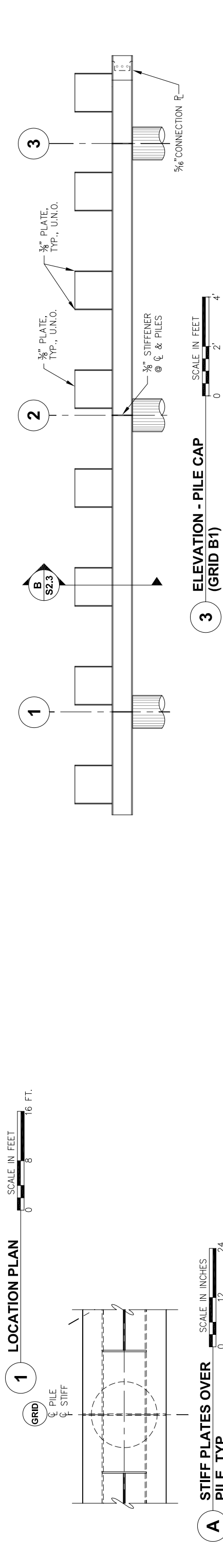
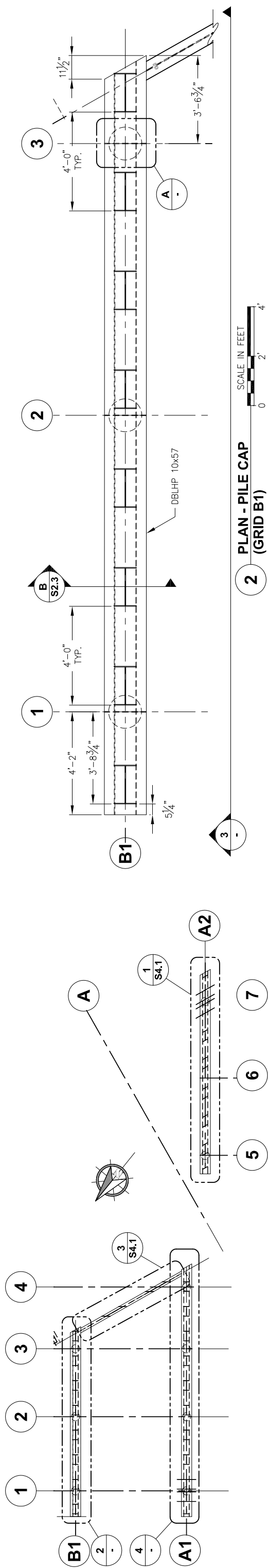
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APPROVED: CMG
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CITY AND BOROUGH OF JUNEAU
TAKU DOCK RECONFIGURATION
CONTRACT NO. DH13-437

SHEET TITLE:
GENERAL NOTES AND PILES
PND PROJECT NO.: 102050.05 DWG. FILE: S3.0.DWG
S3.0 SHEET 9 OF 17

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CONTRACT NO. DH13-437**

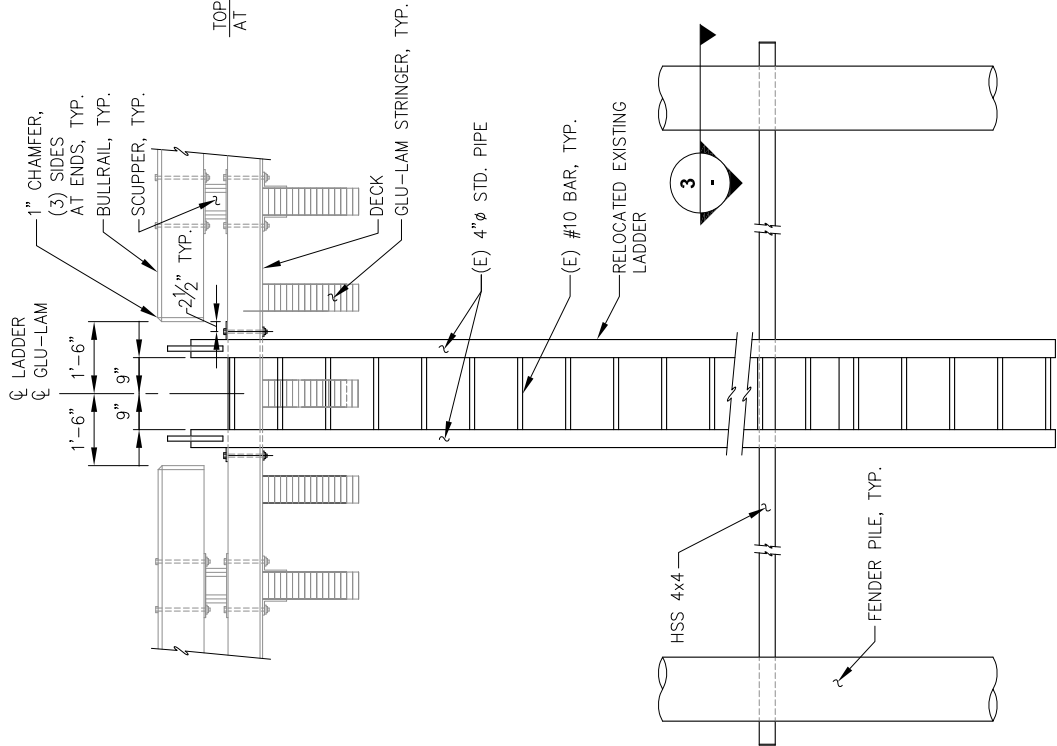
PILE CAPS

S4.0
SHEET
10 OF 17

PNAD PROJECT NO.: 102050.05	DWG. FILE: S4.0.DWG
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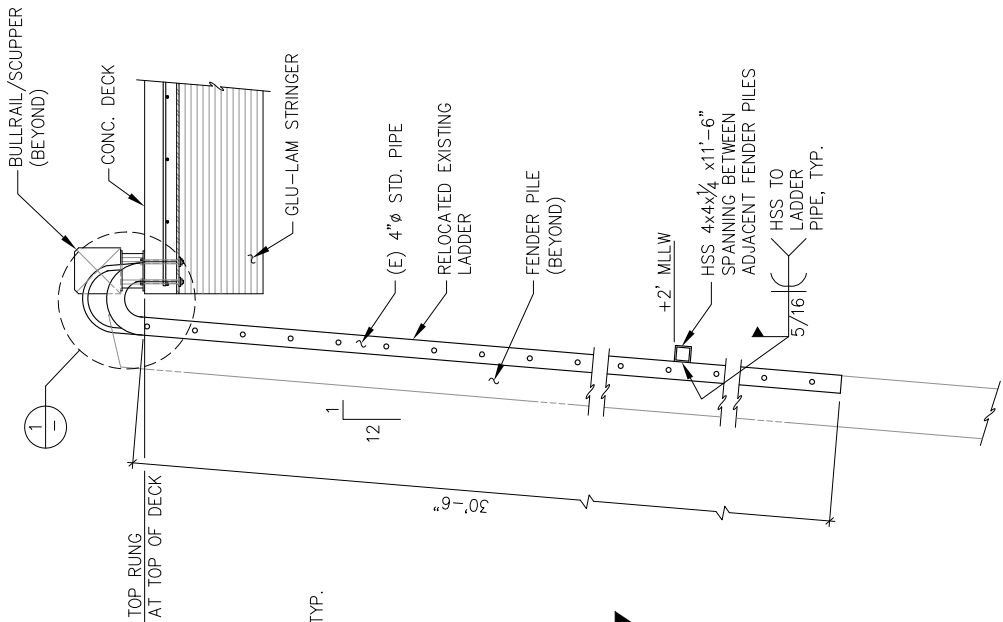
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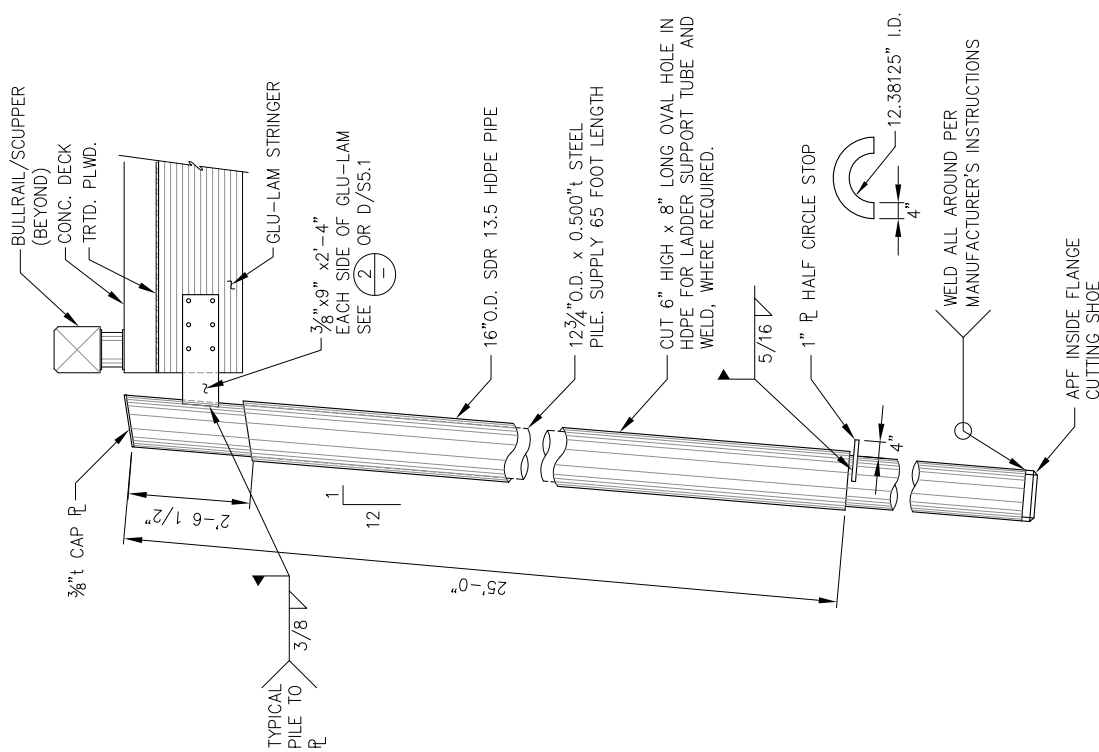


FRONT ELEVATION

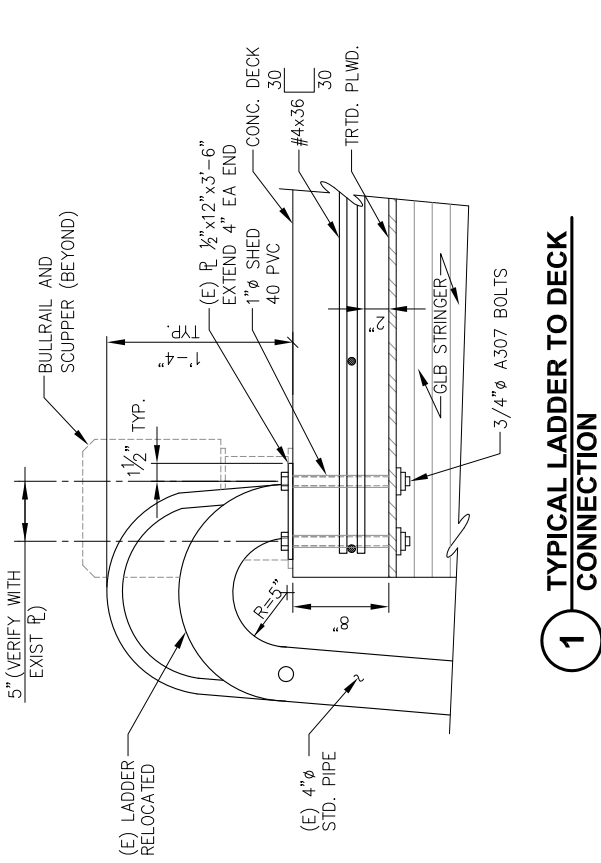
A TYPICAL LADDER



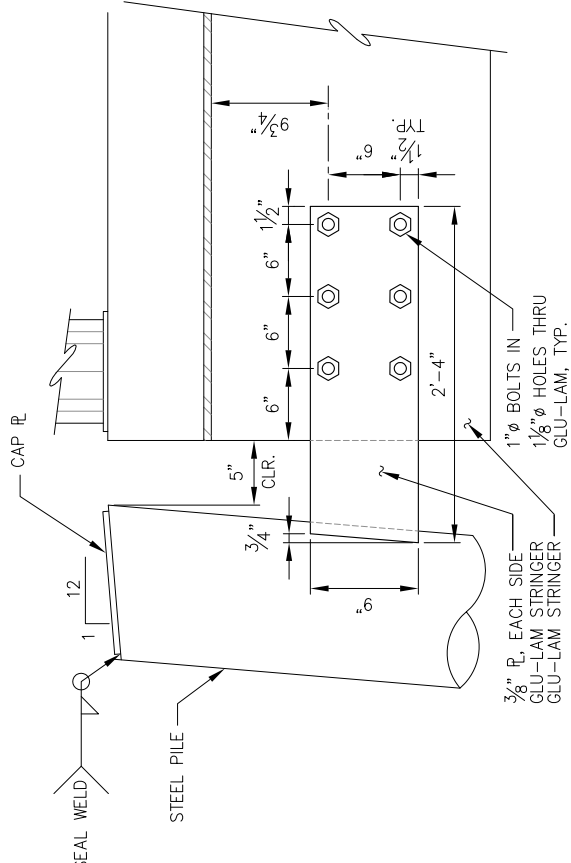
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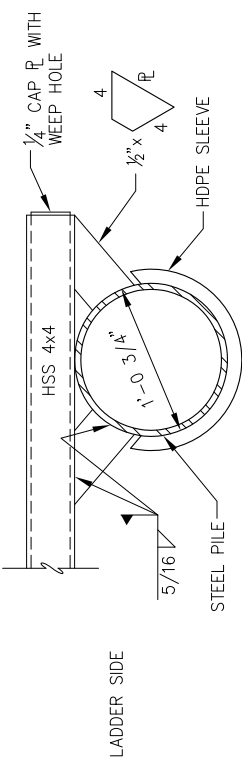
B TYPICAL FENDER PILE



1 TYPICAL LADDER TO DECK CONNECTION



2 TYPICAL PILE TO STRINGER CONNECTION



3 LADDER SUPPORT



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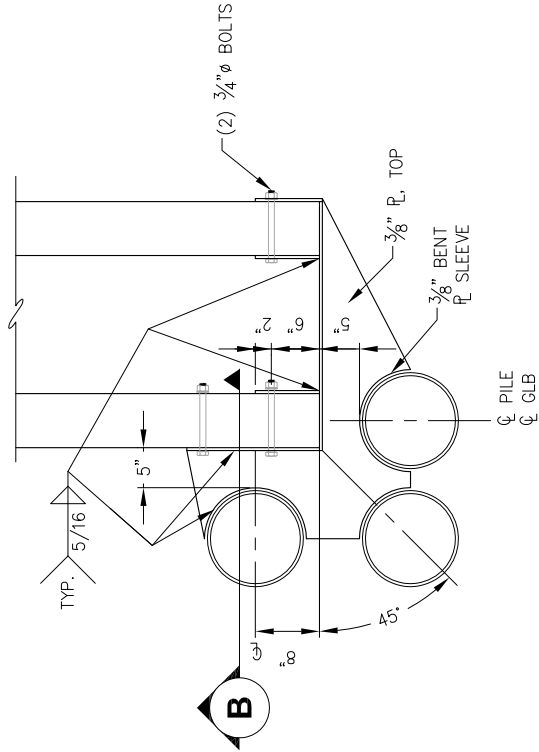


CITY AND BOROUGH OF JUNEAU
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CONTRACT NO. DH13-437

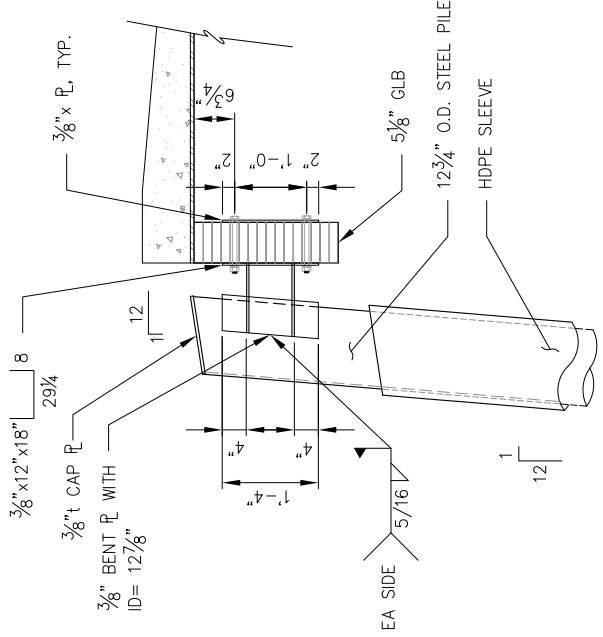
SHEET TITLE:
LADDERS AND FENDERS

PND PROJECT NO.: 102050.05
DWG. FILE: S5.0.DWG

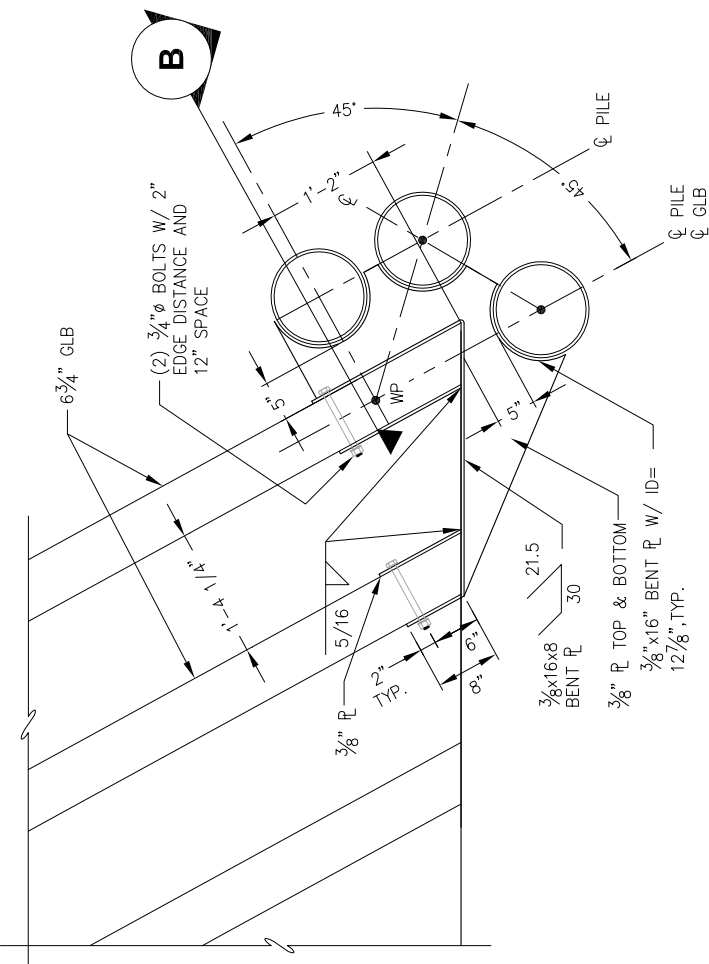
S5.0
SHEET
12 OF 17



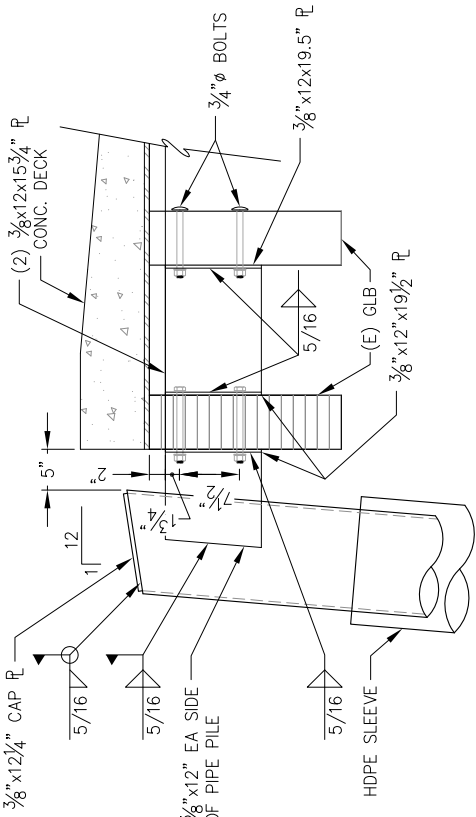
A N.W. CORNER FENDER PILE DETAIL



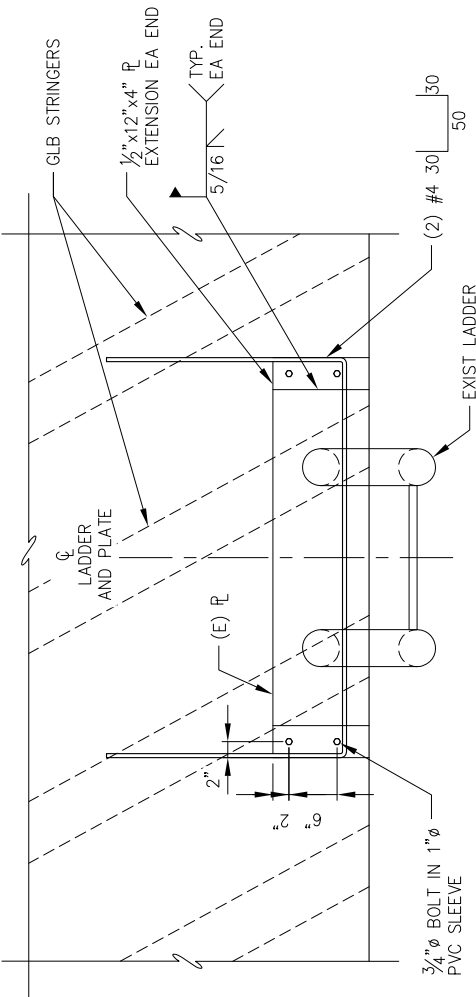
B CORNER PILE SECTION



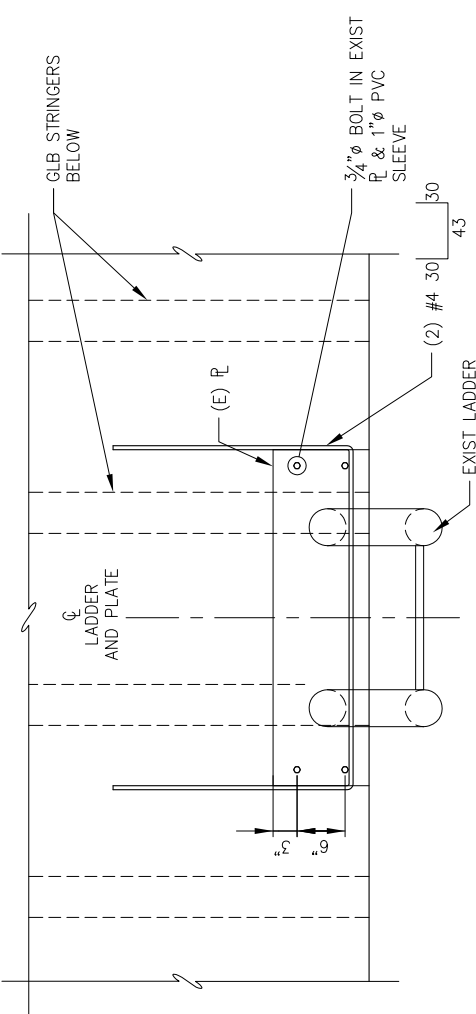
C S. CORNER PILE DETAIL



D FENDER PILE TO DOCK CONNECTION S.E. SIDE OF DOCK



E LADDER TO DECK RE-INSTALL AT EXISTING DOCK EXTENSION



F LADDER TO DECK RE-INSTALL AT NEW DOCK



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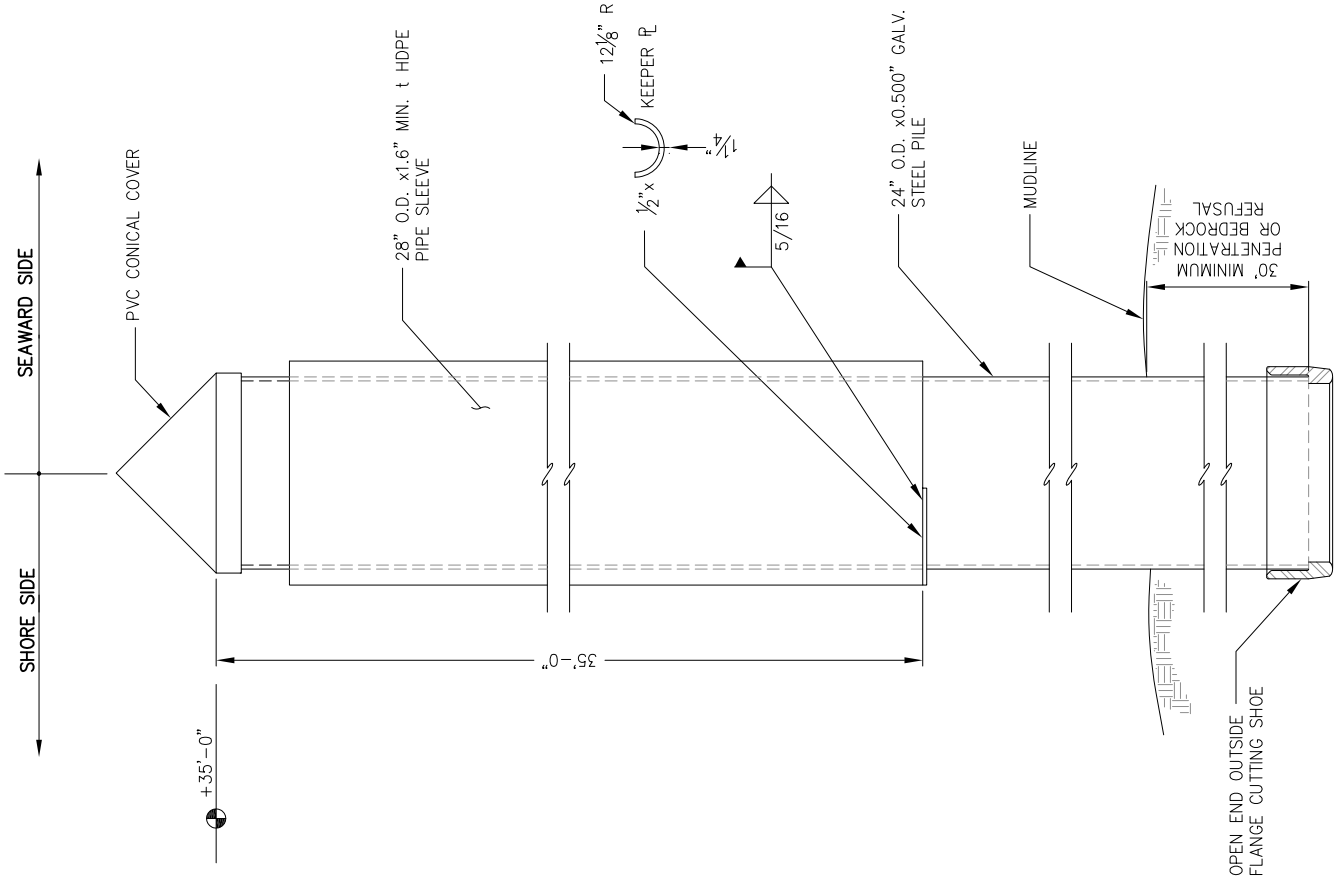


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TAKU DOCK RECONFIGURATION
CONTRACT NO. DH13-437

SHEET TITLE:
LADDERS AND FENDERS

PNAD PROJECT NO.: 102050.05
DWG. FILE: S5.1.DWG

S5.1
SHEET
13 OF 17



1 BREASTING PILE



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DATE: 05/2/13

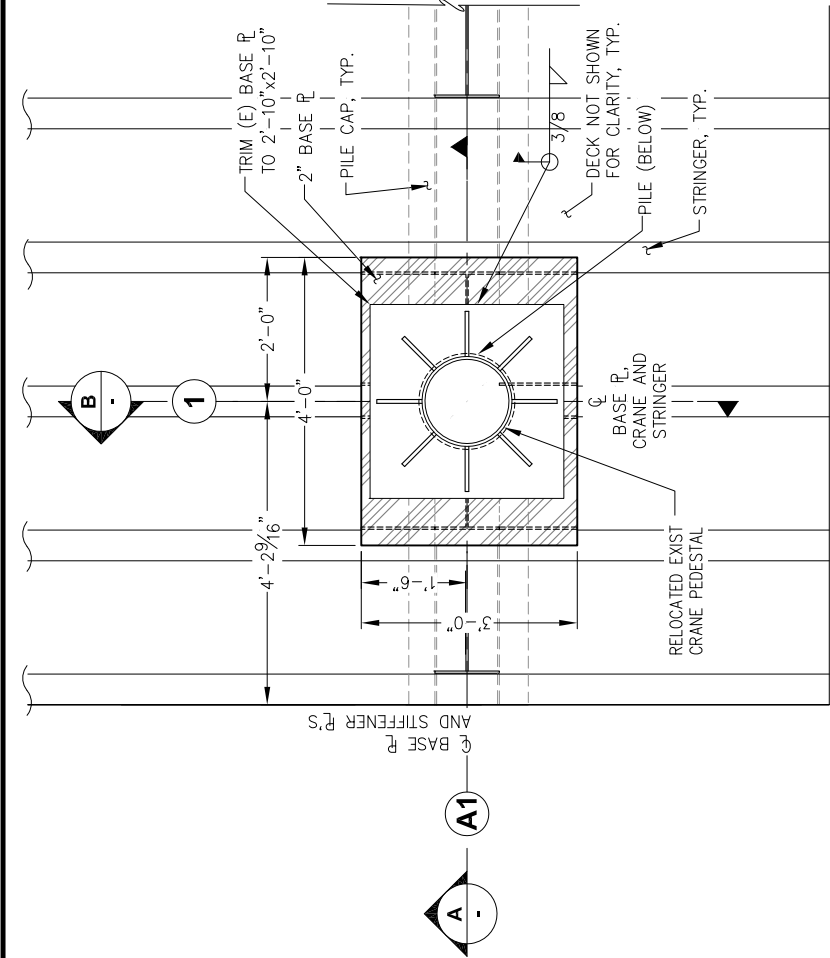
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CONTRACT NO. DH13-437

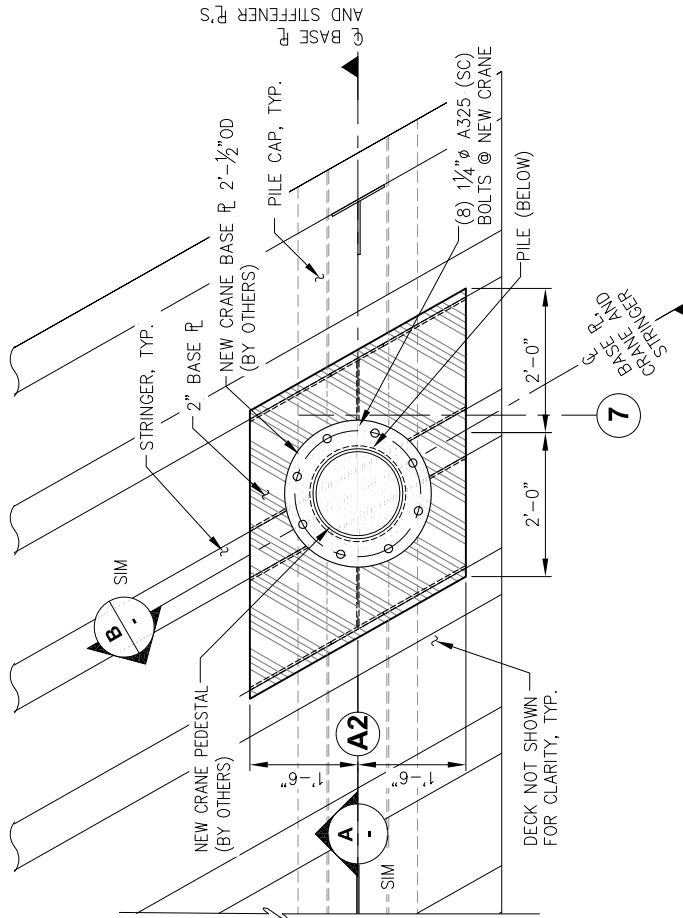
SHEET TITLE:
BREASTING & MOORING PILE

S6.0
SHEET
14 OF 17

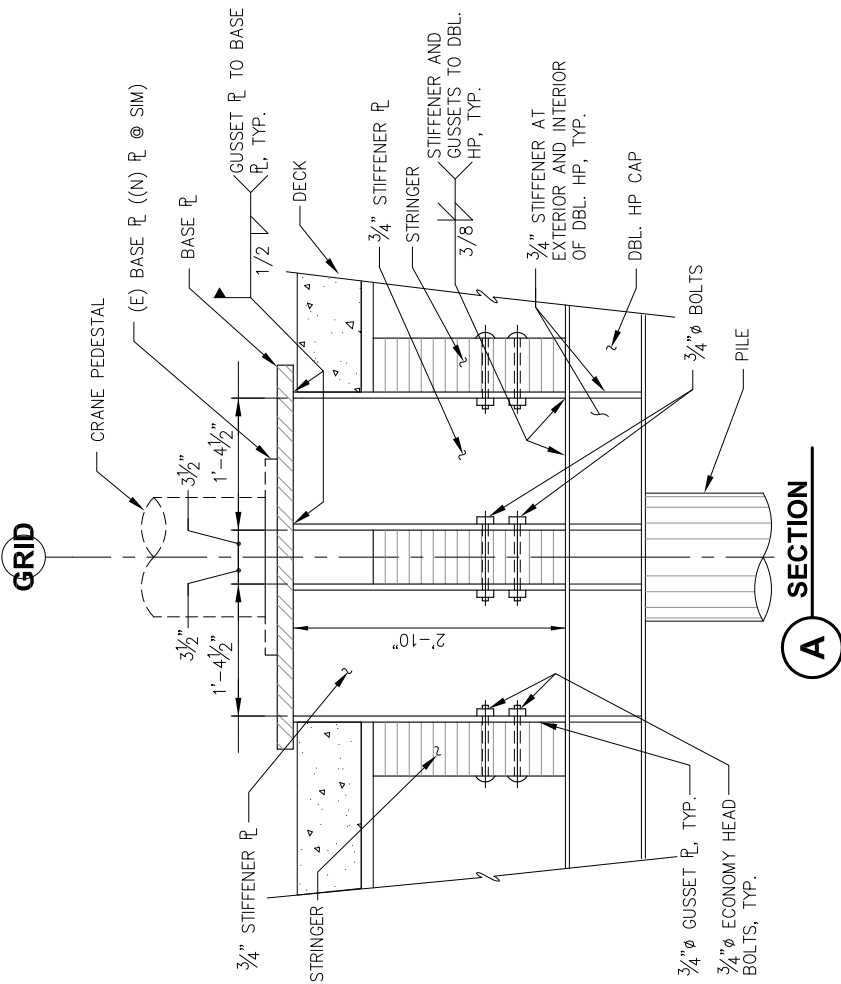
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DWG. FILE: S6.0.DWG



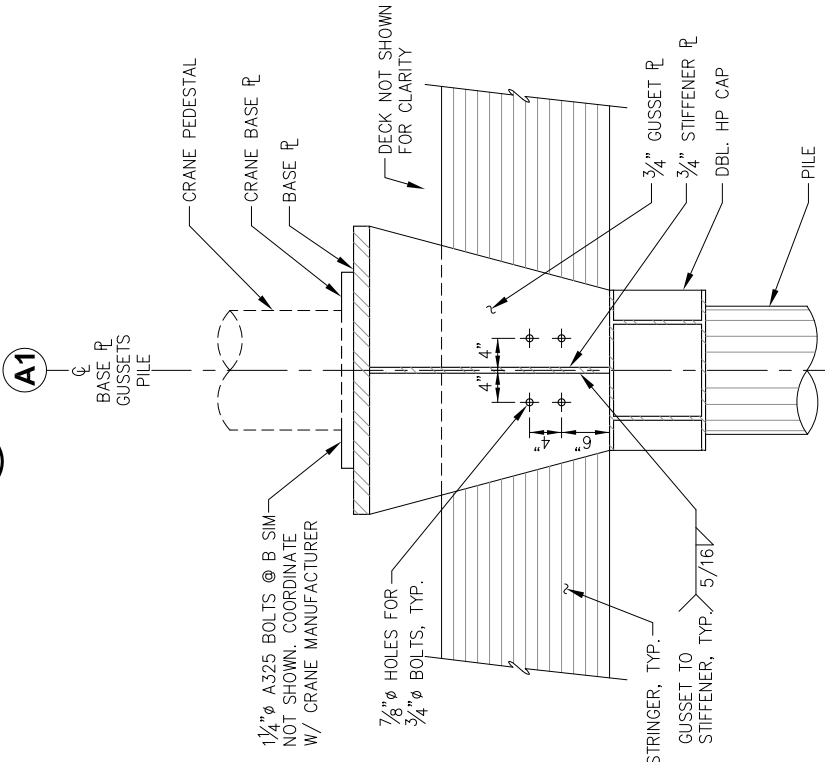
1 CRANE BASE PLAN
NEAR A1 - 1



2 CRANE BASE PLAN
NEAR A2 - 7



A SECTION

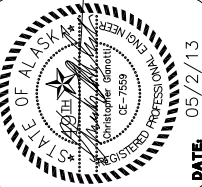


B SECTION



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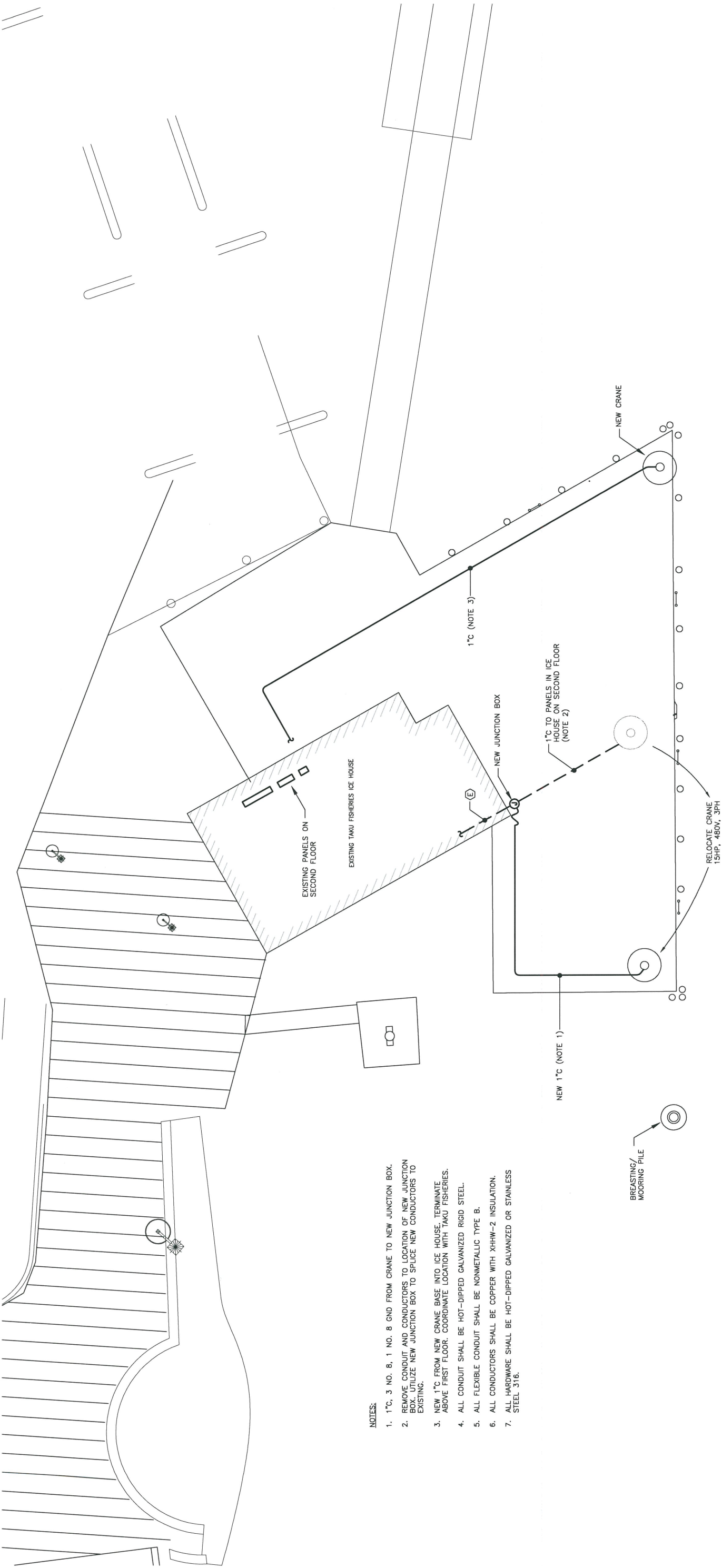
SHEET TITLE:
CRANE BASE

PNAD PROJECT NO.: 102050.05

DWG. FILE: S7.0.DWG

S7.0
SHEET
15 OF 17

DESIGN: CMG
CHECKED: CMG
APPROVED: CMG
DRAWN: WRE/DD
SCALE: AS SHOWN
DATE: 05/2/13



1 SITE PLAN - ELECTRICAL

R E V I S I O N S				
REV.	DATE	DESCRIPTION	DWN.	CKD.



HAIGHT & ASSOCIATES
CONSULTING
ELECTRICAL
ENGINEERS

526 Main Street, Juneau, AK 99801
(907) 586-9788

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DATE: Mar 27, 2013

CITY AND BOROUGH OF JUNEAU
TAKU DOCK RECONFIGURATION
CONTRACT NO. DH13-437

SHEET TITLE: ELECTRICAL PLAN

PROJECT NO.: 102050.05
FILE: E1.0.DWG

E1.0
SHEET 16 OF 17

SCALE: 0 2 4 8 16 FT.

DESIGN: _____ CHECKED: _____ APPROVED: _____

SPECIFICATION

GENERAL

- 1.1 DEFINITIONS
- A. IMC: Intermediate metal conduit.

B. LFNC: Liquidtight flexible nonmetallic conduit.

C. PVC: Polyvinyl chloride.

D. RSC: Rigid steel conduit.
- 1.2 QUALITY ASSURANCE
- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

B. Comply with NFPA 70.

1.3 COORDINATION

- A. Coordinate chases, slots, inserts, sleeves, and openings with general construction work and arrange in structure during progress of construction to facilitate the electrical installations that follow.
- B. Sequence, coordinate, and integrate installing electrical materials and equipment for efficient flow of the Work.

1.4 FIELD QUALITY CONTROL

- A. Inspect installed components for damage and faulty work, including the following:
1. Supporting devices for electrical components.

2. Electrical identification.

3. Electrical demolition.

4. Cutting and patching for electrical construction.

5. Touchup painting.

1.5 REFINISHING AND TOUCHUP PAINTING

- A. Refinish and touchup paint.
1. Clean damaged and disturbed areas and apply primer, intermediate, and finish coats to suit the degree of damage at each location.

2. Follow paint manufacturer's written instructions for surface preparation and for timing and application of successive coats.

3. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.

4. Repair damage to paint finishes with matching touchup coating recommended by manufacturer.

1.6 CLEANING AND PROTECTION

- A. On completion of installation, including fittings and devices, inspect exposed finish. Remove burrs, dirt, paint spots, and construction debris.
- B. Protect equipment and installations and maintain conditions to ensure that coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.

BASIC MATERIALS AND METHODS

- 1.1 SUPPORTING DEVICES.
- A. Material: Cold-formed steel, with corrosion-resistant coating acceptable to authorities having jurisdiction.

B. Metal Items for Use Outdoors, in Damp Locations, or in Corrosive Environments: Hot-dip galvanized steel, or stainless steel 316.

C. Slotted-Steel Channel Supports: Flange edges turned toward web, and 9/16-inch-diameter slotted holes at a maximum of 2 inches o.c., in webs.

1. Channel Thickness: Selected to suit structural loading.

2. Fittings and Accessories: Products of the same manufacturer as channel supports.
- D. Raceway and Cable Supports: Manufactured clevis hangers, riser clamps, straps, threaded C-clamps with retainers, and wall brackets.
- E. Expansion Anchors: Carbon-steel wedge or sleeve type.
- F. Toggle Bolts: All-steel springhead type.
- G. Powder-Driven Threaded Studs: Heat-treated steel.
- H. Electrical Supporting Device Application:

1. Damp Locations and Outdoors: Hot-dip galvanized materials, stainless steel materials, or nonmetallic, U-channel system components.

2. Selection of Supports: Comply with manufacturer's written instructions.

3. Strength of Supports: Adequate to carry present and future loads, time a safety factor of at least four; minimum of 200-lb design load.

I. Support Installation:

1. Install support devices to securely and permanently fasten and support electrical components.

2. Install individual and multiple raceway hangers and riser clamps to support raceways. Provide U-bolts, clamps, attachments, and other hardware necessary for hanger assemblies and for securing hanger rods and conduits.

3. Support parallel runs of horizontal raceways together on trapeze- or bracket-type hangers.

4. Size supports for multiple raceway installations so capacity can be increased by a 25 percent minimum in the future.

5. Support individual horizontal raceways separate, malleable-iron pipe hangers or clamps.

6. Install 3/4-inch diameter or larger threaded steel hanger rods, unless otherwise indicated.

7. Separately support cast boxes that are threaded to raceways and used for fixture support. Support sheet-metal boxes directly from the building structure or by bar hangers.

8. Securely fasten electrical items and their supports to the structure, unless otherwise indicated. Perform fastening according to the following unless other fastening methods are indicated:

a. Wood: Fasten with wood screws or screw-type nails.

b. New Concrete: Concrete inserts with machine screws and bolts.

c. Existing Concrete: Expansion bolts.

d. Instead of expansion bolts, threaded studs driven by a powder charge and provided with lock washers may be used in existing concrete.

e. Steel: Welded threaded studs or spring-tension clamps on steel. Field Welding: Comply with AWS D1.1. Welding to steel structure may be used only for threaded studs, not for conduits, pipe straps, or other items. Light Steel: Sheet-metal screws. Fasteners: Select so the load applied to each fastener does not exceed 25 percent of its proof-test load.

1.2 IDENTIFICATION

- A. Identification Devices: A single type of identification product for each application category. Use colors prescribed by ANSI A13.1, NFPA 70, and these Specifications.
- B. Tape Markers for Wire: Vinyl or vinyl-cloth, self-adhesive, wraparound type with preprinted numbers and letters.
- C. Color-Coding Cable Ties: Type 6/6 nylon, self-locking type. Colors to suit coding scheme.
- D. Installation:

1. Install at locations for most convenient viewing without interference with operation and maintenance of equipment.

2. Color-code 480/277-V system secondary service, feeder, and branch-circuit conductors throughout the secondary electrical system as follows:

- a. Phase A: Brown

b. Phase B: Orange

c. Phase C: Yellow

1.3 DEMOLITION

- A. Protect existing electrical equipment and installations indicated to remain. If damaged or disturbed in the course of the Work, remove damaged portions and install new products of equal capacity, quality, and functionality.
- B. Accessible Work: Remove exposed electrical equipment and installations, indicated to be demolished, in their entirety.
- C. Abandoned Work: Cut and remove buried raceway and wiring, indicated to be abandoned in place, 2 inches below the surface of adjacent construction. Cap raceways and patch surface to match exiting finish.
- D. Remove demolished material from Project site.
- E. Remove, store, clean, reinstall, reconnect, and make operational components indicated for relocation.

1.4 CUTTING AND PATCHING

- A. Cut, channel, chase, and drill floors, walls, partitions, ceilings, and other surfaces required to permit electrical installations. Perform cutting by skilled mechanics of trades involved.

B. Repair and refinish disturbed finish materials and other surfaces to match adjacent undisturbed surfaces. Install new fireproofing where existing fireproofing has been disturbed. Repair and refinish materials and other surfaces by skilled mechanics of trades involved.

1.5 TOUCHUP PAINT

- A. For Equipment: Equipment manufacturer's paint selected to match installed equipment finish.
- B. Galvanized Surfaces: Zinc-rich paint recommended by item manufacturer.

GROUNDING

1.1 GROUNDING CONDUCTORS

- A. Material: Copper, only.
- B. Equipment Grounding Conductors: Insulated with green-colored insulation.

1.2 CONNECTOR PRODUCTS

- A. Comply with IEEE 837 and UL 467; listed for use for specific types, sizes, and combinations of conductors and connected items.
- B. Bolted Connectors: Bolted-pressure-type connectors, or compression type.
- C. Crimped Connectors: High compression type, in kit form, and selected per manufacturer's written instructions.

1.3 INSTALLATION

- A. In raceways, use insulated equipment grounding conductors.

B. Crimp Connections: Use for connections to structural steel and for underground connections, except those at test wells.

C. Equipment Grounding Conductor Terminations: Use bolted pressure clamps.

CONDUCTORS AND CABLES

1.1 CONDUCTOR AND CABLE MATERIAL

- A. Copper complying with NEMA WC 5 or 7; stranded for No. 8 AWG and larger.

B. Insulation Types: Type XHHW - 2complying with NEMA WC 5 or 7.

1.2 CONDUCTOR AND INSULATION APPLICATIONS

- A. Exposed Feeders: Type XHHW - 2, single conductors in raceway.

B. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

C. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than uninspliced conductors.

1. Use oxide inhibitor in each splice and tap conductor for all conductors located in moist or corrosive environments.

RACEWAYS

1.1 CONDUIT AND TUBING

- A. Rigid Steel Conduit: ANSI C80.1

B. Fittings: NEMA FB 1; compatible with conduit and tubing materials.

C. LFNC: UL 1660, Federal Specification WW-C-566C, and ANSI/NFPA 79. The conduit, including fittings shall remain flexible to 0 degrees Fahrenheit, or lower.

1. Type B: Provide LFNC with a polyvinyl chloride (PVC) spiral completely surrounded by flexible PVC, suitable for a wet or dry environment. This conduit shall be listed for 600 volt use, outdoor use, and Class I, Div. 2, Class 11, Div. 1, & Class 111, Div. 1 locations. The outer covering shall be resistant to oil products, mild acids, and sunlight.

1.2 INSTALLATION

- A. Outdoors:
1. Exposed: Rigid steel.

2. Concealed: Rigid steel.

3. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFNC.

4. Boxes and Enclosures: NEMA 250, Type 4x.
- B. Minimum Raceway Size: 1/2-inch trade size.
- C. Raceway Fittings: Compatible with raceways and suitable for use and location.
- D. Install exposed raceways, and raceways, parallel or at right angles to nearby surfaces or structural members and follow surface contours as much as possible.
- E. Join raceways with fittings designed and approved for that purpose and make joints tight.
- F. Tighten set screws of threadless fittings with suitable tools.
- G. Terminations:
1. Where raceways are terminated with locknuts and bushings, align raceways to enter squarely and install locknuts with dished part against box. Use two locknuts, one inside and one outside box.

2. Where raceways are terminated with threaded hubs, screw raceways or fittings tightly into hub so end bears against wire protection shoulder. Where chase nipples are used, align raceways so coupling is square to box; tighten chase nipple so no threads are exposed.

H. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire.

I. Flexible Connections: Use maximum of 36 inches of flexible conduit for equipment subject to vibration, noise transmission, or movement; for all motors; and for transitions across separated structures. Install separate ground conductor across flexible connections.
- 1.1 Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- 1.2 Cast-Metal Pull and Junction Boxes: NEMA FB 1, cast aluminum with gasketed cover.

BOXES, ENCLOSURES, AND CABINETS

- 1.1 Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- 1.2 Cast-Metal Pull and Junction Boxes: NEMA FB 1, cast aluminum with gasketed cover.



526 Main Street, Juneau, AK 99801
(907) 586-9788

PREVISIONS

REV.	DATE	DESCRIPTION	DWN.	CKD.	APP.

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



DESIGN

CHECKED

DRAWN

SCALE

SCALE IN FEET

0 2 4 8 16 FT.



DATE: Mar 27, 2013

CITY AND BOROUGH OF JUNEAU
TAKU DOCK RECONFIGURATION
CONTRACT NO. DH13-437

SHEET TITLE

SPECIFICATION

E9.0
SHEET
17 OF 17

PNB PROJECT NO. 102050.05 PNB FILE E1.0.DWG

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is also made expressly subject to the following general assumptions and limiting or conditions:

1. It is assumed that the data, maps and descriptive data furnished by the client or his representative are accurate and correct. Photos, sketches, maps, and drawings in this appraisal report are for visualizing the property only and are not to be relied upon for any other use. They may not be to scale.
2. The valuation is based on information and data from sources believed reliable, correct and accurately reported. No responsibility is assumed for false data provided by others.
3. No responsibility is assumed for building permits, zone changes, engineering or any other services or duty connected with legally utilizing the subject property. No responsibility is assumed for matters legal in character or nature. No opinion is rendered as to title, which is assumed to be good and marketable. All existing liens, encumbrances, and assessments have been disregarded, unless otherwise noted, and the property is appraised as though free and clear, having responsible ownership and competent management. It is assumed that the title to the property is marketable. No investigation to this fact has been made by the appraiser.
4. The property described herein has been examined exclusively for the purpose of identification and description of the real property. The objective of our data collection is to develop an opinion of the Highest and Best Use of the subject property and make meaningful comparisons in the valuation of the property. The appraiser's observations and reporting of the subject improvements are for the appraisal process and valuation purposes only and should not be considered as a warranty of any component of the property. This appraisal assumes (unless otherwise specifically stated) that the subject is structurally sound and all components are in working condition.
5. This appraisal report may note any significant adverse conditions (such as needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) discovered during the data collection process in performing the appraisal. Unless otherwise stated in this appraisal report, I have no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and have assumed that there are no such conditions and make no guarantees or warranties, express or implied. I will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because I am not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable public and/or private sources that I believe to be true and correct. It is assumed that no conditions existed that were undiscoverable through normal diligent investigation which would affect the use

and value of the property. No engineering report was made by or provided to the appraiser.

6. The Client is the party or parties who engage an appraiser (by employment contract) in a specific assignment. A party receiving a copy of this report from the client does not, as a consequence, become a party to the appraiser-client relationship. Any person who receives a copy of this appraisal report as a consequence of disclosure requirements that apply to an appraiser's client, does not become an intended user of this report unless the client specifically identified them at the time of the assignment. The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public through advertising, public relations, news, sales, and other media.
7. A true and complete copy of this report includes exhibits and an addendum. The appraisal report may not be properly understood without access to the entire report. The appraisal is to be considered in its entirety, the use of only a portion thereof will render the appraisal invalid.
8. If this valuation conclusion is subject to satisfactory completion, repairs, or alterations, it is assumed that the improvements will be completed competently and without signification deviation.
9. Any distribution of the valuation in the report between land, improvements, and personal property applies only under the existing program of utilization. The separate valuations for land, building, and chattel must not be used in conjunction with any other appraisal and is invalid if so used.
10. The appraiser shall not be required to give testimony or appear in court by reason of this appraisal with reference to the property described herein unless prior arrangements have been made.

QUALIFICATIONS OF CHARLES E. HORAN, MAI

Professional Designation	MAI, Member Appraisal Institute, No. 6534
State Certification	State of Alaska General Appraiser Certification, No. APRG41
Bachelor of Science Degree	University of San Francisco, B.S., Business Administration, 1973

Employment History:

1/20 – now	Partner, HORAN & COMPANY, LLC
8/04 – 12/19	Owner, HORAN & COMPANY, LLC
3/87 – 7/04	Partner, HORAN, CORAK AND COMPANY
1980 – 2/87	Partner, The PD Appraisal Group, managing partner since November 1984 (formerly POMTIER, DUVERNAY & HORAN)
1976 – 80	Partner/Appraiser, POMTIER, DUVERNAY & COMPANY, INC., Juneau and Sitka, Alaska
1975 – 76	Real Estate Appraiser, H. Pomtier & Associates, Ketchikan, AK
1973 – 75	Jr. Appraiser, Ketchikan Gateway Borough, Ketchikan, AK

Lectures and Educational Presentations:

2017 “Municipal Assessment Record System” MARS Presentation on automated data collection and analysis for mass appraisals. Presented to Alaska Association of Assessing Officers, Anchorage.

2017 “Keeping it Simple – Local Market Value New Modeling” Presented to AAAO, Anchorage

2011, “Real Estate Market in Southeast Alaska” Presentations to Ketchikan, Juneau and Sitka Chambers of Commerce and Municipality of Skagway

2011, “Demystifying the Appraisal Process” Presentation to USFWS Market Analysis and UASFLA, Anchorage

2007, AConservation Easements@ Presentation - Alaska Association of Assessing Officers, Fairbanks, AK

1998, AEasement Valuation Seminar,@ Alaska Chapter Appraisal Institute, Anchorage, AK

1998, AEasement Valuation Seminar,@ Seal Trust, Juneau, Alaska

1997, ASitka Housing Market,@ Sitka Chamber of Commerce

1997, developed and taught commercial real estate investment seminar for Shee Atika, Inc.

1994, developed and taught seminar "Introduction to Real Estate Appraising," UAS, Sitka Campus

1985, Speaker at Sitka Chamber of Commerce, "What is an Appraisal? How to Read the Appraisal"

1984, Southeast Alaska Realtor's Mini Convention, Juneau, Alaska

Day 1: Introduction of Appraising, Cost and Market Data Approaches

Day 2: Income Approach, Types of Appraisals, AIREA Accredited Course

1983, "The State of Southeast Alaska's Real Estate Market"

1982, "What is an Appraisal?"

Partial List of Types of Property Appraised:

Commercial - Retail shops, enclosed mall, shopping centers, medical buildings, restaurants, service stations, office buildings, auto body shops, schools, remote retail stores, liquor stores, supermarkets, funeral home, mobile home parks, camper courts. Appraised various businesses with real estate for value as a going concern with or without fixtures such as hotels, motels, bowling alleys, marinas, restaurants, lounges.

Industrial - Warehouse, mini-warehouse, hangars, cruise ship docks, marinas, barge loading facilities, industrial acreage, industrial sites, bulk fuel plants, fish processing facilities, a variety of waterfront port sites and industrial lands.

Special Land - Partial Interest and Leasehold Valuation - Remote acreage, tidelands with estimates of annual market rent. Large acreage land exchanges for federal, state, municipal governments and Alaska Native Corporations; retail lot valuations and absorption studies of large subdivisions; gravel and rock royalty value estimates; conservation easements; title limitations, permit fee evaluations. Appraised various properties under lease to determine leasehold and leased fee interests. Various easements and complex partial interests, subsurface interest, patented mining claims.

Special Projects - Special consultation for Federal land exchanges. Developed Land Evaluation Module (LEM) to describe and evaluate 290,000 acres of remote lands. Renovation feasibilities, residential lot absorption studies, commercial, and office building absorption studies. Contract review appraiser for private individuals, municipalities, and lenders. Restaurant feasibility studies, Housing demand studies and overall market projections. Estimated impact of

nuisances on property values. Historic appreciation / market change studies. Historic barren material royalty valuations, subsurface mineral and timberland valuation in conjunction with resource experts.

Mass appraisal valuations: Municipality of Skagway, City of Craig, Ketchikan Gateway Borough and other Alaska communities. Developed electronic/digital assessment record system for municipalities. Developed extensive state-wide market data record system which identified sales in all geographic areas. Administered over 100 assessment rules, developed possessory interest values. Experience with ANSCA-developed land classification for real property tax exemption. Reviewed depletion asset for assessment of mine valuations. Studies on cruise ship visitation impact on assessed values.

Expert Witness Experience and Testimony:

2016 Expert Witness – D’s Investment Group, LLC vs Erwin Enterprises, et al 1JU-15-971CI, settled

2012 Expert Witness – Dukowitz vs Chamberlain and First American Title Insurance Co. 1JU-12-778CI, settled

2011 Expert Witness – Wise and Wise vs City and Borough of Juneau. 1JU-10-584CI, settled

2009 Expert at mediation - Talbot=s Inc vs State of Alaska, et al. IKE-07-168CI

2008 Albright vs Albright, IKE-07-265CI, settled

2006 State of Alaska vs Homestead Alaska, et al, 1JU-06-572, settled

2006 State of Alaska vs Heaton, et al, 1JU-06-570CI, settled

2006 State of Alaska vs Jean Gain Estate, 1JU-06-571, settled

2004 Assessment Appeal, Board of Equalization, Franklin Dock vs City and Borough of Juneau

2000 Alaska Pulp Corporation vs National Surety - Deposition

U.S. Senate, Natural Resources Committee

U.S. House of Representatives, Resource Committee

Superior Court, State of Alaska, Trial Court and Bankruptcy Courts

Board of Equalization Hearings testified on behalf of these municipalities: Ketchikan Gateway Borough, City of Skagway, City of Pelican, City and Borough of Haines, Alaska

Witness at binding arbitration hearings, appointed Master for property partitionment by superior state court, selected expert as final appraiser in multiparty suits with settlements of real estate land value issues

Real Property Assessment Experience

Developed Municipal Assessment Records System (MARS), a computer assisted mass appraisal (CAMA) solution to automate assessment recordkeeping in compliance with state statutes including infield recording device option. Presently in use in Craig, Petersburg, Wrangell, Haines, Sitka, Yakutat, Bristol Bay, Dillingham and Nome.

Contract assessment experience; either with present partnership or former partnerships has experience being the contract assessor with Craig, Skagway, Petersburg, Wrangell, Haines, Pelican. Performed the 2012 annex assessment for the Ketchikan Gateway Borough.

Board of Equalization Experience; has been involved with over 100 boards of equalization throughout a 40-year career.

Special Projects and Knowledge; Familiar with Alaska Native Claims Settlement Act (ANCSA). Has assessed and appraised surface and subsurface ANCSA estates. Familiar with requirements regarding developed and undeveloped classification of ANCSA lands for taxable and exemption status with regard to mining development, logging infrastructure and other forms of development. Expert at possessory interest status and value calculation including complex property such as railroads, mines, utility systems, cruise ship docks, marinas, bulk fuel plants, contaminated properties, etc. Member of Alaska Association of Assessing Officers; has participated as a presenter at annual meetings and keeps informed with current assessment issues and is exposed to evolving complexities of the assessment field experience of other Alaska assessment departments.

Partial List of Clients:

Federal Agencies

Bureau of Indian Affairs
Bureau of Land Mngmnt.
Coast Guard
Dept. Of Agriculture
Dept. Of Interior
Dept. Of Transportation
Federal Deposit Ins. Corp
Federal Highway Admin.
Fish & Wildlife Service
Forest Service
General Service Agency
National Park Service
USDA Rural Develop.
Veterans Administration

Lending Institutions

Alaska Growth Capital
Alaska Pacific Bank
Alaska Ind. Dev. Auth.
ALPS FCU
First Bank
First National Bank AK
Key Bank
Met Life Capital Corp.
National Bank of AK
Northrim, AK
Rainier National Bank
SeaFirst Bank
True North Credit Union
Wells Fargo
Wells Fargo RETECHS

ANCSA Corporations

Cape Fox, Inc.
Doyon Corporation
Eyak Corporation
Goldbelt
Haida Corporation
Huna Totem
Kake Tribal Corporation
Klawock-Heenya Corp.
Klukwan, Inc.
Kootznoowoo, Inc.
Sealaska Corporation
Shaan Seet, Inc.
Shee Atika Corporation
TDX Corporation
The Tatitlek Corporation
Yak-Tat Kwan

Companies

Allen Marine
AK Electric Light & Power
AK Lumber & Pulp Co.
AK Power & Telephone
Allen Marine
Arrowhead Transfer
AT&T Alascom
Coeur Alaska, Kensington Mine
Delta Western
Gulf Oil of Canada
Hames Corporation
HDR Alaska, Inc.
Holland America
Home Depot
Kennecott Greens Creek
Kennedy & Associates
Madsen Construction, Inc.
Service Transfer
Standard Oil of CA
Tongass Trading Co.
Union Oil
Ward Cove Packing
White Pass & Yukon RR
Yutana Barge Lines

Municipalities

City & Borough of Haines
City & Borough of Juneau
City & Borough of Sitka
City of Akutan
City of Coffman Cove
City of Craig
City of Hoonah
City of Ketchikan
City of Klawock
City of Pelican
City of Petersburg
City of Thorne Bay
City of Wrangell
Ketchikan Gateway Borg.
Municipality of Skagway

Other Organizations

BIHA
Central Council for Tlingit
& Haida Indian Tribes
of Alaska (CCTHITA)
Diocese of Juneau
Elks Lodge
Hoonah Indian Assoc.
LDS Church
Moose Lodge
SE AK Land Trust (SEAL)
SEARHC
Sitka Tribe of Alaska
The Nature Conservancy
The Conservation Fund
Wilderness Land Trust
Great Land Trust

State of Alaska Agencies

Alaska State Building
Authority (formerly
ASHA)
Attorney General
Dept. of Fish & Game
Dept. of Nat. Resources,
Div. of Lands
Dept. of Public Safety
DOT&PF
Mental Health Land Trust
Superior Court
University of Alaska

Education

Comparative Analysis, May 2021 The Cost Approach: Unnecessary or Vital to a Healthy Practice, April 2021 Eminent Domain and Condemnation, June 2021 Cool Tools: New Technology for Real Estate Appraisers, June 2021 Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets February 14-15, 2019, Boise, ID Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), Rockville, MD Sept 2017, Oct 2010, May 2002 Valuation of Conservation Easements, Fairfield, CA, Sept 2016 Business Practices and Ethics, Seattle, WA, April 2022, Jan 2016 7-Hour National USPAP Update Course, Bellingham, WA, Jan 2023, June 2021, Jan 2020, Jan 2019, Jan 2016, Jan 2015, Apr 2013, May 2009, Jun 2007, Feb 2005 Online Small Hotel/Motel Valuation, Chicago, IL June 2015 Advanced Spreadsheet Modeling for Valuation Applications, Rockville, MD April 2015 Appraising the Appraisal: Appraisal Review-General, Rockville, MD, May 2012 Information Security Awareness for Appraisal Professionals Webinar, December, 2012 Appraisal Curriculum Overview (2-day General) Milwaukee, WI, August 2011 Business Practices and Ethics, Seattle, WA, Apr 2010 Fall Real Estate Conference, Seattle, WA, Nov 2012, Oct 2011, Dec 2009, Nov 2008 Attacking and Defending an Appraisal in Litigation, Kent, WA, Sep 2008 Sustainable Mixed-Use N.I.M., Seattle, WA, Feb 2008 Appraising 2-4 Unit Properties, Bellevue, WA, Sep 2007 Business Practices and Ethics, Seattle, WA, Jun 2007 Residential Market Analysis and Highest and Best Use, Seattle, WA, Apr 2007 Basic Appraisal Procedures, Seattle, WA, Feb 2007 Rates & Ratios: Making Sense of GIMs, OARs, and DCF, Anchorage, AK, Feb 2005 Best Practices for Residential Appraisal Report Writing, Juneau, AK, Apr 2005 Scope of Work - Expanding Your Range of Services, Anchorage, AK May 2003 Litigation Appraising - Specialized Topics and Applications, Dublin, CA, Oct 2002 USPAP, Part A, Burr Ridge, IL, Jun 2001 Partial Interest Valuation - Undivided, Anchorage, AK, May 2001	Partial Interest Valuation - Divided, Anchorage, AK, May 2001 Easement Valuation, San Diego, CA, Dec 1997 USPAP, Seattle, WA, Apr 1997 The Appraiser as Expert Witness, Anchorage, AK, Oct 2022, May 1995 Appraisal Practices for Litigation, Anchorage, AK, May 1995 Forestry Appraisal Practices, Atterbury Consultants, Beaverton, OR, Apr 1995 Advanced Sales Comparison & Cost Approaches, Univ. of Colorado, Boulder, CO, Jun 1993 Computer Assisted Investment Analysis, University of Maryland, MD, Jul 1991 USPAP, Anchorage, AK, Apr 1991 General State Certification Review Seminar, Anchorage, AK, Apr 1991 State Certification Review Seminar, Dean Potter, Anchorage, AK, Apr 1991 Highest and Best Use and Market Analysis, Baltimore, MA, Mar 1991 Financial Institution Reform, Recovery & Enforcement Act of 1989, Doreen Fair Westfall, Appraisal Analyst, OTS, Juneau, AK, Jul 1990 Real Estate Appraisal Reform, Gregory Hoefer, MAI, OTS, Juneau, AK, Jul 1990 Standards of Professional Practice, Anchorage, AK, Oct 1987 Federal Home Loan Bank Board Memorandum R41C Seminar, Catherine Gearhearth, MAI, FHLBB District Appraiser, Juneau, AK, Mar 1987 Market Analysis, Boulder, CO, Jun 1986 Federal Home Loan Bank Board Regulation 41b, Inst. Bob Foreman, MAI, Seattle, WA, Sep 1985 Litigation Valuation, Chapel Hill, North CA, Aug 1984 Standards of Professional Practices, Bloomington, IN, Jan 1982 Course 2B, Valuation Analysis & Report Writing, Stanford, CA, Aug 1980 Course 6, Introduction to Real Estate Investment Analysis, Aug 1980 Course 1B, Capitalization Techniques, San Francisco, CA, Aug 1976 Course 2A, Case Studies in Real Estate Valuation, Aug 1976 Course 1A, Real Estate Principles and Valuation, San Francisco, CA, Aug 1974 Getting It Right From The Start: A Workout Plan for Your Scope of Work, Virtual Classroom, Alaska Chapter, March 2022 Appraiser as an Expert Witness: Preparation and Testimony, Rockville, MD Oct 2022
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Rev 10/2022



Port of Juneau

155 Heritage Way • Juneau, AK 99801
(907) 586-0292 Phone • (907) 586-0295 Fax

From: Carl Uchytel
Port Director

To: Docks & Harbor Board

Via: Docks & Harbor Operations-Planning Committee

Date: June 10th, 2025

Re: Aurora Harbor Drive Down Float (DDF) – Pre-Award Efforts

1. In November 2024, Docks & Harbors was notified of successful MARAD PIDP grant to design and construct an Aurora Harbor Drive Down Float. The maximum federal grant is for \$11,154,002 and our local committed match is 20% (\$2.8M) for a total project cost of \$14M. We have concurrently applied for a FY26 ADOT Harbor Facility Grant to be applied to half of our local match and will know with certainty after July 1st to whether we were successful.
2. The US DOT Maritime Administration is very prescriptive in how PIDP (Port Infrastructure Development Program) grants are managed. Docks & Harbors is keenly aware of their protocols and endeavors to following the guidance precisely. Enclosure (1) is a welcome aboard letter which outlines key milestones in the execution of the PIDP grant. Before a federal grant agreement can be consummated, also known as “grant award”, the following milestones must be completed.

Complete pre-award Federal requirements, including:

- a. National Environmental Policy Act (NEPA) review,
- b. Section 106 of the National Historic Preservation Act (NHPA) consultations,
- c. Recipient’s Letter of Funds Availability, and
- d. Title VI Assessment, as applicable.

MARAD is very clear that no funds can be expended on the project without proper authority and before grant agreement execution, you should NOT:

Begin any construction activities – No construction (i.e., activities that disturb the land in any way or involve in-water work) can take place prior to NEPA completion or you risk jeopardizing your entire Federal award. Certain activities, such as field surveys, studies, and/or investigations that require minimally invasive environmental disturbances may be permitted only with prior notification to and approval from MARAD.

3. To comply with NEPA documentation, MARAD recognizes it is necessary development design documents sufficient to determine impacts to resources, both environmental and historical. Following guidance from MARAD, we received authorization to advertise and negotiate a “pre-award” activity with an Architecture/Engineering (A/E) consultant. We advertise for this professional work in encl (2) and a Docks & Harbors evaluation committee selected PND Engineers as the successful proposer with public notification provided in encl (3).
4. MARAD provided the following authority (via email) to contract with an A/E consultant for efforts:

This message constitutes MARAD's written approval for the Port to incur the following pre-award costs effective May 27, 2025, to be counted towards the non-federal cost share, assuming such costs would have been allowable if incurred subsequent to grant agreement execution. The Port may, at its own risk, incur obligations and expenditures associated with the following activities prior to grant execution up to the following estimated costs:

- *\$350,000: Pre-Engineering and Design up to 35% level*
- *\$150,000: NEPA Environmental costs to 100% level, including:*
 - o Section 106 documentation*
 - o Title VI assessment*
 - o Environmental evaluations*
- *\$200,000: Permits, including but not limited to:*
 - o U.S. Army Corps of Engineers*
 - o Incidental Harassment Authorization application, if required*

The Port acknowledges that the incurrence of pre-award costs in anticipation of a Federal award imposes no obligation on MARAD to either make the award or increase the amount of the Federal award if an award is made for less than the amount anticipated or is inadequate to cover the pre-award costs incurred.

5. We are awaiting a proposal from the A/E to negotiate the pre-award cost which is anticipated before the June regular Board meeting. To keep the rhythm of the project steadily advancing, I recommend the Docks & Harbors Operations Planning Committee consider this motion at the June 11th meeting:

MOTION: TO RECOMMEND APPROVAL OF CONTRACT AWARD TO PND ENGINEERS TO DEVELOP PRELIMINARY DESIGN AND NEPA DOCUMENTATION NOT TO EXCEED \$700K TO MEET MARITIME ADMINISTRATION REQUIREMENTS FOR GRANT AWARD.

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- Encl: (1) MARAD PIDP 2024 – Welcome Aboard Letter
(2) RFP DH25-045 Design Services for Aurora Harbor Drive Down Float dated April 10, 2025
(3) RFP DH25-045 Posting Notice dated May 27, 2025

Welcome Aboard!

Congratulations on your selection to receive a Port Infrastructure Development Program (PIDP) FY 2024 grant award. Now that you have been selected for an award, the Maritime Administration (MARAD) would like to move towards executing a grant agreement and fully obligating the funds as soon as possible, so that you may begin work on your project. To that end, we have created this document to provide some early guidance on what the next steps will be as well as provide pertinent information that you need to know regarding the goals, expectations, and requirements for managing your grant.

Next Steps

1. Kick-off webinar to provide an overview of the program, including background and details related to scope, schedule, and budget.
2. Initial call between the MARAD and recipient team members.
3. Complete pre-award Federal requirements, including:
 - a. National Environmental Policy Act (NEPA) review,
 - b. Section 106 of the National Historic Preservation Act (NHPA) consultations,
 - c. Recipient's Letter of Funds Availability, and
 - d. Title VI Assessment, as applicable.
4. Develop scope, schedule, budget, and any other areas requiring Recipient input in the draft grant agreement.

Estimated Grant Agreement Execution Process Timeline:

Action	Responsible Entity	Estimated Time
Kick-Off Webinar	MARAD	Within one month of receiving this document
Initial team meetings	MARAD	Within 2 months of receiving this document
Complete NEPA	Recipient and MARAD	5-20 months
Complete Section 106 of NHPA	Recipient and MARAD	5-20 months
Title VI Assessment	Recipient	6-9 months
Letter of Funds Availability	Recipient	Any time before grant execution, but should not be submitted until after the project budget is finalized
Execute Grant Agreement	Recipient and MARAD	1-4 months after NEPA completion
Estimated total time until Grant Execution		6-24 months

Point of Contact:

Your grant will be assigned to a Grant Management Specialist. This person serves as the primary point of contact for your grant until grant execution. Your Grants Manager should be the first person you contact when questions or issues related to your grant arise, as well as when technical

assistance, clarification, or other resolution is needed. Your Grants Manager will provide a full list of the contacts related to your project.

Before grant agreement execution, you should:

1. Assist MARAD in the NEPA review process – All grant projects must undergo a NEPA review before execution of the grant agreement, even those projects that will result in a Categorical Exclusion class of action. Review the environmental documents when provided by the MARAD Office of Environmental Compliance and start to formulate the action plan to complete the required documentation as soon as possible. If your project will require consultation or coordination with other service agencies (e.g., National Marine Fisheries Service (NMFS), U.S. Fish and Wildlife Service (FWS)), please begin that process as early as possible to avoid delaying the NEPA process.
2. Assist MARAD in the NHPA Section 106 consultation process – Section 106 requires MARAD to identify and assess the effects its actions may have on historic properties. Please review your project and what may be required to complete this process. The MARAD National Historic Preservation Officer will help with this requirement.
3. If your project includes a non-Federal cost match, submit to MARAD your non-Federal match documentation – MARAD requires that you provide a letter of match commitment confirming that the non-Federal match outlined in your application is secured and dedicated to the project. We cannot execute a grant agreement without this funding commitment letter. MARAD will provide an example of what this documentation should look like, upon request.
4. Develop draft Grant Agreement – Work with MARAD on finalizing the draft Grant Agreement, including project scope, schedule, and budget.
5. Ensure Build America, Buy America Act (“BABA” or “Buy America”) compliance – Review the materials required to execute the project scope to ensure compliance with the applicable Buy America requirements (see Buy America Requirements below). MARAD cannot obligate PIDP funds unless all steel, iron, manufactured products, and construction materials are made in the US or a waiver applies.
6. Complete the Title VI Assessment. These requirements may vary depending on whether you are an existing or new MARAD grant recipient. MARAD’s external civil rights coordinator will assist you with these requirements.

Before grant agreement execution, you should NOT:

1. Begin any construction activities – No construction (i.e., activities that disturb the land in any way or involve in-water work) can take place prior to NEPA completion or you risk jeopardizing your entire Federal award. Certain activities, such as field surveys, studies, and/or investigations that require minimally invasive environmental disturbances may be permitted only with prior notification to and approval from MARAD. For more information on which activities are and are not allowable before NEPA is complete, refer to MARAD’s “Process on pre-NEPA Field Surveys Prior to Grant/Loan Award Execution” document provided by MARAD’s Office of Environmental Compliance.

After NEPA completion but before grant agreement execution, construction activities can only begin with written pre-approval by MARAD.

2. Incur any project costs without MARAD's written approval (regardless of whether the costs would be reimbursed with PIDP grant funds or charged to your non-Federal cost share) – Pursuant to 46 U.S.C. 54301(a)(10)(B) and 2 CFR 200.458, PIDP recipients must apply to MARAD for approval to incur and expend any Federal or non-Federal project costs prior to grant agreement execution. If you would like to begin incurring certain eligible project costs, please contact your Grants Manager and they can explain the process and provide you with the "Pre-award costs application." Generally, to be allowable, at a minimum, the costs must:
 - a. Be for pre-construction activities (unless NEPA is already completed);
 - b. Not yet be incurred or expended;
 - c. Comply with all Federal requirements;
 - d. Be included in the applicable PIDP grant application as future eligible costs;
 - e. Be necessary for the efficient and timely performance of the scope of work; and
 - f. Be directly pursuant to the negotiation and in anticipation of the Federal award.

Additional Things to Consider:

Procurement methods:

The acquisition of goods and services must follow the procurement standards described in 2 C.F.R. 200.317-327. A State or Indian Tribe must follow the same policies and procedures it uses for procurements from its non-Federal funds. All other non-Federal entities must conduct all procurement transactions for the acquisition of property or services in a manner providing full and open competition consistent with the standards described in 2 C.F.R. 200.319-320. Noncompetitive procurements can only be awarded in accordance with 2 C.F.R. 200.320(c) and with the written approval of MARAD.

Minimum Wage Rates:

You must include, in all contracts in excess of \$2,000 for work on the project that involves labor, provisions establishing minimum rates of wages, to be predetermined by the United States Secretary of Labor, in accordance with the Davis-Bacon Act, 40 U.S.C. 3141–3148, that contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

Small and Disadvantaged Business Enterprises Requirements:

If any funds under this award are administered by a State Department of Transportation, those funds must be expended in compliance with the requirements at 49 C.F.R. part 26. Otherwise, you must expend all funds under this award in compliance with the requirements at 2 C.F.R.

200.321 (“Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms”).

Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act):

The Uniform Act and implementing regulations at 49 CFR part 24 apply when Federal aid is used to fund any phase of the project. For example, if you use local funds for a right-of-way acquisition that is in anticipation of this USDOT project, you must still comply with the Uniform Act related to those right-of-way activities to be eligible to receive these Federal funds.

Buy America Requirements:

Your project is an infrastructure project. Therefore, all iron, steel, manufactured products, and construction materials used in the project for infrastructure expenditures¹ are subject to the domestic content requirements of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 C.F.R. 184, as implemented in the terms and conditions and exhibits of the grant agreement.

You must not use funds provided under this award unless:

- (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product; and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

When necessary, you may apply for, and the USDOT may grant, a waiver from the Buy America preference if the USDOT determines that:

- (i) applying the Buy America preference would be inconsistent with the public interest;
- (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

On August 16, 2023, USDOT announced a public interest [Waiver of Buy America Requirements for De Minimis Costs and Small Grants](#). Under this waiver, you may use a de minimis amount of non-compliant iron, steel, manufactured products, and construction materials in your project as long as the total value of the non-compliant products is no more than the lesser of \$1 million or

¹ Noninfrastructure spending should comply with the Buy American Act requirements at 41 U.S.C. chapter 83.

5% of total applicable costs for the project. Total applicable project costs are defined as the cost of materials (including the cost of any manufactured products but excluding labor costs) used in the project that are subject to a domestic preference requirement, including materials that are within the scope of an existing waiver.

Please notify MARAD as soon as possible when a potential Buy America issue arises.

Conflicts of Interest:

You must establish and maintain written Standards of Conduct covering conflicts of interest and governing the performance of your employees that are engaged in or otherwise involved in the award or administration of third-party contracts. Additionally, you must be aware of conflict of interest issues a prospective contractor might have, including lack of impartiality, impaired objectivity, or unfair competitive advantage. You must disclose, in writing, any potential or real conflicts of interest to MARAD in accordance with 2 CFR 200.112.



REQUEST FOR PROPOSALS

RFP DH25-045

DESIGN SERVICES For AURORA HARBOR DRIVE DOWN FLOAT

Issued by: Carl Uchytel
Carl Uchytel, P.E.,
Purchasing Officer

Date: April 10, 2025

Design Services for
Aurora Harbor Drive Down
Float RFP DH25-045

SCOPE OF SERVICES: The City and Borough of Juneau (CBJ) Docks & Harbors is requesting proposals from qualified consultants to provide design services for the Aurora Harbor Drive Down Float project.

PRE-PROPOSAL MEETING: A non-mandatory pre-proposal conference call will be held at **10:00 a.m., Alaska time on April 21, 2025.** Persons interested in submitting proposals are encouraged to attend. Proposers intending to participate shall request the call-in information from the CBJ Docks & Harbors by emailing Melody.Musick@juneau.gov by 4:30 p.m., on April 18, 2025.

QUESTIONS REGARDING THIS RFP: Carl Uchytel, P.E., Port Director, phone 907-586-0292, carl.uchytel@juneau.gov is the sole point of contact for all issues pertaining to this procurement.

NOTICE TO PROPOSERS: The City and Borough of Juneau only accepts proposals submitted electronically, through Public Purchase. All addenda and information items will be delivered via Public Purchase. Information regarding Public Purchase, a free e-procurement service, can be found at the following links: <https://juneau.org/finance/purchasing/bids-rfps> and <http://www.publicpurchase.com/>

DEADLINE FOR PROPOSALS: Electronic proposals are to be uploaded to Public Purchase **prior to 2:00 p.m. Alaska Time on May 19, 2025**, or such later time as the Contract Administrator may announce by addendum to planholders at any time prior to the submittal date. It is the responsibility of the Proposer to submit all solicitation documents, by the advertised deadline. Submitting any response to a solicitation shall be solely at the Proposers risk. The City and Borough of Juneau will attempt to keep all office equipment used in methods of document receipt, in working order but is **NOT** responsible for communications or documents that are late, **regardless of cause**. No Proposer documentation will be accepted as proof of receipt. Prior to any deadline, Proposers are strongly encouraged to confirm receipt of any submitted documents with the City and Borough of Juneau. All electronic submittals must be uploaded as an Adobe Portable Document Format (PDF). Proposers will not secure, password protect or lock uploaded files; the City must be able to open and view the contents of the file. Proposers will not disable or restrict the ability of the City to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches. The City may disqualify any Submittal Response that does not meet the criteria stated in this paragraph.

Disadvantaged Business Enterprises are encouraged to respond.

CONTACT INFORMATION REGARDING ELECTRONIC SUBMITTALS

City and Borough of Juneau, Docks & Harbors
155 Heritage Way
Juneau, AK 99801

The Port Office phone number is 907-586-0292 and fax number 907-586-0295.

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1.0 GENERAL INFORMATION

This Class 3 Request for Proposals (RFP) defines the scope of the project, explains the procedures for selecting a firm to provide the requested services, and defines the documents required to respond to the RFP.

1.1 Purpose

The purpose of this document is to solicit proposals from qualified consultants to provide Design Services for the Aurora Harbor Drive Down Float.

The Class 3 process is used for the acquisition of professional service contracts estimated to be more than \$50,000.

This project may be amended to include additional services.

1.2 Scope of Services

The Consultant shall provide all professional engineering services necessary to prepare complete bid-ready construction drawings, specifications, permits to include NEPA documentation, bid schedule and engineer's estimate to install 48-foot-wide by 120-foot-long, vehicle-accessible Aurora Harbor drive down float, approach dock improvements and vehicle access bridge, consistent with the requirements provided by the Maritime Administration (MARAD). Project Cost Estimates are expected at each design submittal milestone. The consultant shall assist in obtaining all State and local permits necessary for completion of the project including but not limited to a building permit submittal package(s) necessary for obtaining CBJ Development Department permits as required by CBJ.

The site of the work is at Aurora Harbor Small Boat Basin, Juneau, Alaska.

General Design Requirements

- A. The Consultant shall conduct one design workshop open to the public in coordination with the CBJ Docks & Harbors Project Manager. The initial public workshop will be to refine the scope the project prior to 35% design submission.
- B. The Consultant shall work with the CBJ Project Manager to develop conceptual and final project designs which respond to the estimated construction budget. The Consultant shall prepare and submit to the CBJ Project Manager a preliminary construction cost estimate after the scoping meeting. The CBJ Project Manager shall be kept informed of design modifications to the original scope which result in cost increases to the original construction estimate. An upgrade of the construction estimate shall be submitted at each design review meeting.

- C. The Consultant shall ensure that the design remains in conformity with the estimated construction budget. If the design's cost estimate or the construction low bid amount is greater than 10% higher than the available construction budget, the Consultant shall redesign the project to conform to the estimated construction budget at no additional charge to the City. The 2024 estimated construction budget was \$14M.
- D. Given the extreme volatility in the construction materials and labor markets, the consultant shall provide documented correspondence from cranes and electrical components and other long lead time and/or specialty items that could impact schedule and cost. This information shall be presented with the project estimates, expected at 65%, 95% and final, bid ready documents.
- E. The Consultant shall submit to the CBJ Project Manager with the 90% design submittal an estimated construction schedule identifying: the lead times for major procurement items; estimated time duration of primary construction segments; and any mandated shutdowns (i.e., inclement weather, anadromous fish closures, etc.).
- F. The Consultant shall attend all required public meetings and shall be available to present the design and project schedule to the Docks & Harbors at a dated determined by the Port Director.
- G. The Consultant shall research all as-built records, property surveys, and government or private sources necessary to define right-of-way limits, required or existing easement conditions and/or requirements, and existing public and private utility locations. The Consultant's design engineer shall field-verify as-built information used in design.
- H. The Consultant shall conduct all necessary field surveys for design, including a comprehensive as-built survey with elevations and field-located public and private utilities giving particular attention to potential conflicts with all utilities, and to surface and subsurface drainage from adjacent properties. The surveys shall extend up the intersecting streets a sufficient distance to provide a complete assessment of design needs at the intersection and to allow for future utility expansion as applicable. The Consultant shall establish the design control lines at the project site during the design phase. The horizontal and vertical data for the control lines shall be shown on the contract drawings and shall set a minimum of two (2) fixed control points, within sight of each other, for each control line.

- I. The Consultant shall assist CBJ Docks & Harbors in acquiring all required federal, state, local and/or private permits and/or easements for construction and maintenance which result from the Consultant's design, including all NEPA compliance. The Consultant shall notify Docks & Harbors early in the design process of any potential easements or permits. The Consultant shall obtain the CBJ Project Manager's approval before finalizing any design requiring easements or permits. The Consultant shall assist the CBJ Project Manager in preparing any legal documents or permit applications by providing boundary descriptions and drawings, as required by the CBJ Project Manager.
- J. If the project design includes the demolition, construction, or renovation of a building, or other improvements that require a CBJ Building Permit, the Consultant shall be responsible for providing all required information and drawings necessary to obtain the Building Permit. The Consultant shall assist the CBJ Project Manager in providing all requested information to the CBJ Permit Center in order to determine code, zoning, and permitting compliance. Permit fees will be paid by the CBJ.
- K. The Consultant shall provide consulting services through the bid and award phase to answer questions referred to by the Contract Administrator. The Consultant shall attend the Pre-Bid Conference, keeping appropriate notes thereof, and, in cooperation with the CBJ Docks & Harbors, immediately prepare any addenda resulting therefrom for issuance by the City. The Consultant shall attend the Pre-construction Conference to assist the CBJ Project Manager and provide design clarification as requested by the CBJ Project Manager during construction.
- L. The Consultant shall provide design clarification as requested by the CBJ Project Manager during construction. Design Clarification and Verification Requests (DCVR) shall be addressed in a timely manner and at no additional cost to the City. The CBJ Project Manager may authorize additional compensation for DCVR's but not in the instance of a design error.
- M. Bid-ready drawings and technical specifications shall be submitted as described below.
- N. The Consultant shall utilize an internal, proven quality control program for documents presented to the Client at all submittal levels, including consolidated document plan review and corrections with documents from all disciplines integrated and reviewed, prior to submittal.
- O. Bidding, construction administration, and inspection services may be included in the contract by amendment if desired by the Port Director.

Bid-Ready Construction Document Submittal

All contract documents submitted by the Consultant shall conform to current CBJ Engineering Department construction contract format and procedures. The CBJ Engineering Department uses the Construction Specifications Institute (CSI) SectionFormat and PageFormat as designed by "SpecText". In accordance with the SpecText format, the CBJ utilizes the following 3 – Part Section format: Part 1 – General; Part 2 – Products; Part 3 – Execution. Within Parts, the headings and paragraph sub-levels are designed as follows: 1) Part Number.Ascending Number; 2) Capitalized Letter (ascending); 3) Number (ascending); 4) Non-capitalized letter (ascending).

- The CBJ will prepare Division 0 – Bidding and Contract Requirements portion of the contract specifications, excluding the following sections that the Consultant shall provide if applicable to the project:

Section 00005 – Table of Contents (include Drawing index)

Section 00310 – Bid Schedule

Section 00852 – Permits

Section 00853 – Standard Details

Special Provisions – if the Standard Specifications for Civil Engineering Projects and Subdivision Improvements December 2003 Edition with current errata sheets (Standard Specifications) document is referenced.

These “boilerplate” specifications of Division 0 sections are available electronically for Consultants to modify. It is strongly encouraged that the Consultant contact the CBJ Engineering Contracts office to obtain current versions of these specification sections. Additionally, the Consultant shall promptly notify the CBJ Project Manager of any required changes to other Division 0 sections that are specific to the project, including but not limited to, Section 00800 – Supplemental General Conditions.

The Consultant will review the Standard Specifications and prepare a Special Provisions section modifying it as needed for the project.

In addition to preparing the Special Provisions, the Consultant is responsible for preparation and timely submission of all Technical Specifications required for the project. Industry specifications or references that are mentioned in the specifications provided by the Consultant shall, upon request, be made available for review by the CBJ Project Manager.

- Bid-ready construction documents shall be submitted in the following hard copy and electronic formats. Electronic files shall be submitted on a CD and clearly labeled as to its contents.
 - ◆ One set of 8 ½”X11” print-ready (hard copy) technical specifications
 - ◆ One set of 11”X17” print-ready (hard copy) signed, stamped drawings.
 - ◆ Electronic copy of technical specifications in Word and PDF format
 - ◆ Electronic copy of all stamped, signed drawings, individually saved as PDF-formatted files formatted to print on 11”X17” paper.
- The font size on the 11”X17” drawings shall not be less than 10. All drawings and details shall have bar scales. All final design drawings shall be stamped and signed by a professional licensed for the given type of work in the State of Alaska.

All electronic documents shall be created using AutoCAD 2020 and Word 2016. If a more current version of AutoCAD is used to create drawings, all files need to be saved to AutoCAD 2020 and Word 2016. The DWG files shall be saved in a manner such that an 11”X17” size copy can be plotted immediately when the file is opened in AutoCAD without executing any intermediate commands. The Consultant shall bind all external references, if used, and shall ensure that any blocks are in working order. All “plot style” configuration files required to produce

an exact replica of the submitted hard copies shall be included. Viewports in DWG files shall be locked to ensure that the scale remains accurate. In order to condense DWG files to their most efficient size, each file should be purged of all blocks, dim styles, layers, line types, plot styles, shapes, table and text styles that are not being used in the DWG. No files shall be compressed.

1.3 Completion

The initial Consultant services deliverable milestone consisting of the 35% - Level Full Build-out (all phases) Construction Document Submittal, including costs estimates and recommendations construction phasing based on available funding and projected future funding shall be provided August 1, 2025.

The identified initial phase construction bid ready documents shall be provided by October 31, 2025.

1.4 Background

CBJ Docks & Harbor has been seeking opportunities to expand commercial fisheries and maritime transportation amenities for many years. From planning efforts to create beneficial uplands in the 2017 [Downtown Harbors Uplands Master Plan](#) to the ongoing recapitalization of the Aurora Harbor, Docks & Harbors has proactively been pursuing improvement to the downtown small boat harbors thorough federal and state grant opportunities since 2011. In 2024, Docks & Harbors applied for a Maritime Administration (MARAD) Port Infrastructure Development Program (PIDP) grant to construct a vehicle accessible drive down float. The description of the proposed improvement: *the project will build a drive down float and vehicle bridge, as well as incorporate two new 5-ton electric cranes, to serve the commercial fishing fleet and improve freight transportation. The facilities will improve safety, reduce overcrowding, and increase the efficiency of transporting goods between vessels and the road system.* The project will provide greater efficiencies for vessels engaged in commercial marine transportation and commercial fisheries. The submitted CBJ Docks & Harbors' MARAD PIDP grant application can be found on the [Aurora Harbor Drive Down Float project page](#).

1.5 Questions

Questions regarding this proposal should be directed to:

Carl Uchytel, PE, Port Director
Docks & Harbors
76 Egan Dr
Juneau, Alaska 99801

Email: Carl.Uchytel@juneau.gov
Telephone: (907) 586-0294

Office hours are 8:00 a.m. to 4:30 p.m. local time, Monday through Friday.

1.6 Standard Contract Language

Attached to this RFP is the CBJ's standard contract (Attachment 1) which should be carefully reviewed by proposers, as it is the form of agreement that the CBJ intends that the selected Consultant sign upon of acceptance of its proposal.

2.0 Rules Governing Competition

2.1 Pre-Proposal

Proposers should carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP. Proposers should become fully aware of the nature of the services requested and the conditions likely to be encountered in performing the services.

2.2 Proposal Development

The content of proposals will be kept confidential until the selection of the Consultant is publicly announced. All materials submitted in response to this RFP will become the property of the CBJ. Proposals shall be retained for the official files of Docks & Harbors and will become public record after announcement of the successful Proposer. The CBJ reserves the right to reject any or all proposals. Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

This solicitation does not commit CBJ to select any Consultant(s) for the requested services. All costs associated with the respondents' preparations, submission, and oral presentations (if applicable) shall be the responsibility of the Proposer.

Submission of a proposal indicates acceptance by the proposer of all the terms, conditions and specifications contained within the RFP. Proposals must be received no later than the date and time specified in the cover letter. Proposals not received by the date and time specified in the cover letter will not be considered.

2.3 Disclosure of Proposal Contents.

The City and Borough of Juneau, a municipal corporation and political subdivision of the State of Alaska, is subject to the Alaska Public Records Act codified at AS 40.25.100-220, and the public records provisions in the CBJ Charter, section 15.7. The contents of proposals submitted in response to this RFP will be kept confidential until the top ranked proposer is announced. Immediately following the announcement, all proposals become public information. Trade secrets and other proprietary data contained in a proposal may be held confidential, to the extent allowed by law, by the Purchasing Officer, upon request in writing by a proposer. Material considered confidential by the proposer must be clearly identified and marked (page, section, etc) by the proposer, and the proposer must include a brief statement that sets out the reasons for confidentiality. Marking the entire proposal confidential is not acceptable and may be cause for the City to reject your proposal as non-responsive.

3.0 PROPOSAL CONTENT REQUIREMENTS

The response to this RFP shall be in letter form, not more than seven (7) numbered pages in length. The information requested below should be organized in the manner specified in order to achieve a uniform review process and obtain the maximum degree of comparability for the Selection Committee.

- Proposed Method to Accomplish the Project: Proposal shall demonstrate an understanding of the requested scope of services. Include proposed work schedule and methodology for accomplishing the project, showing insight to the specific details of the project. The proposer shall provide detail on their internal QA/QC program and should provide examples of internal review of plans assembled with multiple disciplines and consultants.
- Organization and Capacity of the Firm: Identify the consultant team proposed for this project and demonstrate their ability to perform the desired services within the established schedule. The proposal should discuss the current workload of staff proposed for the requested services.
- Firm's Representation: The proposal shall specify readily available personnel to accomplish the desired services. Key personnel shall be named, their roles within the project clearly identified and the specific hourly rate or job class that each of the key personnel will be billed for this project. Other project commitments of key personnel shall also be identified. The level of involvement should be displayed in a way which is consistent with the scale of the project. The qualifications of personnel shall be included.
- Firm's Experience with Similar Projects: Proposal should include a list of projects of similar scale and scope, succinctly described, that were worked on by the staff proposed for this project.
- Firm's Hourly Rates: Evaluation will be conducted on Proposers inclusion of hourly rates. If the Proposer chooses to submit a rate schedule, rates are to include the hourly rates of pay for any personnel who may be used on this project.

Hourly rates shall include all markups and multipliers. Include a list of reimbursable expenses typical for this type of project. Review the Standard Contract regarding allowable reimbursables.

- Quality of the Proposal: Evaluation will include the clarity and professional quality of the document(s) submitted.
- Licenses: Professional registration in the State of Alaska at the time of proposal submission is required (Alaska Statute 08.48.281). If a corporate license is held, the professional licensed in the State of Alaska (in order to obtain a

corporate license) must be in responsible charge of the project, as well as the professional stamping the work. All survey work involving property or boundary surveys must be stamped by a Professional Land Surveyor licensed in the State of Alaska. All reports prepared by a registered professional licensed in the State of Alaska must be stamped by the registered professional. The proposal must include a statement indicating that all required corporate, all required professional occupational licenses and all other necessary licenses/certifications are currently held. License/certification numbers must be provided.

- Acknowledge Receipt of All Addenda: Failure to acknowledge addenda may result in the proposal being considered non-responsive and subject to rejection.
- Resumes: Resumes may be attached to the proposal as appendices and will not be included in the page count for proposals. ***Limit resume length to one page per person.***

4.0 EVALUATION OF PROPOSALS

4.1 Criteria

Proposals will be evaluated and scored, using the criteria on the EVALUATION/RANKING page, found at the end of this document, in order to ascertain which proposal best meets the needs of the CBJ. The items to be considered during the evaluation and the associated point values are located on the EVALUATION/RANKING sheet at the end of this RFP.

4.2 Evaluation Data

The evaluation Data discussed below is presented in an effort to delineate which criteria will be used to score proposals. Please do not include a separate section in your proposal for Evaluation Data. Much of the information discussed and requested below should be included in the proposal as part of the Proposal Content Requirements discussed in SECTION 3.0 of this RFP.

4.2.1 Proposed Method to Accomplish the Project (30%)

- a. Proposer exhibits a complete understanding of the project scope, schedule, and requested deliverables.
- b. Proposer identifies general or specific problems within the design area and provides solutions and improvements related to the project.
- c. Proposer's quality assurance and control program. Proposer identifies the Quality assurance and Control Program they will utilize on this project and should provide examples of internal review of plans assembled with multiple disciplines and consultants.
- d. Proposer identifies considerations specific to the context, culture, history and community specific interest in the site and proposes how to accomplish work.

4.2.2 Organization and Capacity of Firm (25%)

- a. Identifies organization of a streamlined and efficient project team with the ability to perform services within the desired schedule.
- b. Proposer's experience and performance with similar projects. Provide specific examples.

4.2.3 Relevant Experience and Past Record of Performance (35%)

- a. Team member/personnel qualifications and experience with similar projects.
- b. Past record of performance and willingness to be accountable for and address design oversights and conflicts in a timely manner.

4.2.4 Firm's Hourly Rates (5%)

Submission of proposed hourly rates of pay for any personnel to be used on this project.

4.2.5 Quality of the Proposal (5%)

Proposal clarity, concision, professionalism, and responsiveness to the project needs.

4.3 Evaluation Process

Evaluation of the proposals will be performed by a committee selected by the City and Borough of Juneau – Docks & Harbors. The intent of the CBJ is to make award based on written proposals.

5.0 **SELECTION AND AWARD**

An evaluation committee will review, evaluate, score and rank proposals, in accordance with criteria identified below and the Evaluation/Ranking sheet located at the end of this RFP. Clarification of submitted material may be requested during the evaluation process. Interviews by telephone with top ranked Proposers may also be conducted at the discretion of the evaluation committee. If necessary, in-person interviews will be conducted. Finalists will be notified and informed of interview requirements. In the event of a tie in the ranking totals, only the raw scores of the Proposers who are tied will be totaled to determine the appropriate ranking. The successful Proposer will be invited to enter into contract negotiations with CBJ. Upon conclusion of successful negotiations and compliance with any pre-award obligations, award will be made in the form of a contract and a purchase order, if appropriate, will be sent to the Consultant. If an agreement cannot be reached during the negotiation process, the City will notify the Proposer and terminate the negotiations. Negotiations may then be conducted with the next Proposer in the order of its respective ranking.

6.0 **INSURANCE REQUIREMENTS**

The insurance requirements for this project are specified in Attachment 1 – Sample Contract, under Appendix C.

7.0 PROTESTS

The protest period begins with the posting of a notice of the apparent successful proposer, in the CBJ Purchasing Division.

Protests shall be executed in accordance with CBJ Ordinance 53.50.062 PROTESTS and 53.50.080 ADMINISTRATION OF PROTEST. Copies of the ordinances describing protest procedures are available from the CBJ Purchasing Division, 155 Heritage Way, Juneau, Alaska. Questions concerning protests or protest procedures should be directed to the CBJ Purchasing Officer at 907-586-5215 ext. 4071. CBJ Ordinance 53.50 can be viewed electronically at the following internet address: www.juneau.org/law-department.

8.0 CONSULTANT'S GOOD STANDING WITH CBJ FINANCE DEPARTMENT

Consultants must be in good standing with the CBJ prior to award, and prior to any contract renewals, and in any event no later than **seven business days** following notification by the CBJ of intent to award. **Good standing** means: all amounts owed to the CBJ are current and the Consultant is not delinquent with respect to any taxes, fees, assessment, or other monies due and owed the CBJ, or a Confession of Judgment has been executed and the Consultant is in compliance with the terms of any stipulation associated with the Confession of Judgment, including being current as to any installment payments due; and Consultant is current in all CBJ reporting obligations (such as sales tax registration and reporting and business personal property declarations). Failure to meet these requirements may be cause for rejection of your proposal. To determine if your business is in good standing, or for further information, contact the CBJ Finance Department's Sales Tax Division at (907) 586-5215 for sales tax issues, Assessor's Office at (907)586-5215 for business personal property issues, or Collections Division at (907) 586-5215 for all other accounts.

Section	Criteria - Per SECTION 4.2 of RFP	Criteria Weight	Applied Points	Sub Total
4.2.1	Proposed Method to Accomplish the Project.			
a.	Proposer exhibits a complete understanding of the project scope, schedule, and requested deliverables.	15		0
b.	Proposer identifies general or specific problems within the design area and provides solutions and improvements related to the project.	5		0
c.	Proposer's quality assurance and control program. Proposer identifies the Quality assurance and Control Program they will utilize on this project and should provide examples of internal review of plans assembled with multiple disciplines and consultants.	5		0
d.	Proposer identifies considerations specific to the context, culture, history and community specific interest in the site and proposes how to accomplish work.	5		0
4.2.2	Organization and Capacity of Firm			
a.	Identifies organization of a streamlined and efficient project team with the ability to perform services within the desired schedule.	15		0
b.	Proposer's experience and performance with similar projects. Provide specific examples.	10		0
4.2.3	Relevant Experience			
a.	Team member/personnel qualifications and experience with similar projects.	30		0
b.	Past record of performance, and record accountability for design oversights and conflicts. Record of resolving in a timely manner.	5		0
4.2.4	Firms Hourly Rates Submitted - SCORE APPLIED BY CONTRACTS	5		
4.2.5	Quality of Proposal	5		0
GRAND TOTAL				0

Scoring**No scores using 2, 5, 7, 9**

Outstanding = 10

Adequate to Good = 6, or 8

Marginally Acceptable = 3 or 4

Unacceptable or Poor = 0 or 1

Rate Inclusion 10 or 0 points - Applied by Contracts Division

Evaluator _____

Maximum Score Achievable = 1,000



ATTACHMENT 1

PROFESSIONAL SERVICES CONTRACT

Design Services for Aurora

Harbor Drive Down Float

Contract No. RFP DH25-045

This Agreement is entered into by and between the City and Borough of Juneau, Alaska ("City"), and _____ Company Name _____ whose address is _____ ; Phone and Fax _____ ("Consultant").

Witnesseth:

Whereas, the City desires to engage the Consultant for the purpose of rendering certain professional services, and

Whereas, the Consultant represents that it is in all respects licensed and qualified to perform such services;

Now, Therefore, the parties agree as follows:

1. CONTRACTUAL RELATIONSHIP. The parties intend that an independent Consultant/City relationship will be created by this Contract. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Consultant. Consultant is not considered to be an agent or employee of City for any purpose, and the employees of Consultant are not entitled to any benefits that City provides for City's employees. It is understood that the City does not agree to use the Consultant exclusively. It is further understood that the Consultant is free to contract for similar services to be performed for others while it is under contract with the City.

2. SCOPE OF SERVICE. The Consultant shall carry out in a professional and prudent manner all of the services required by the Contract. These services include all of the services described in Appendix A. Consultant will diligently proceed with the Scope of Services, and will provide such services in a timely manner.

3. PERSONNEL, EQUIPMENT, SUPPLIES, AND LICENSES.

(A) Except as noted in Appendix A, the Consultant represents that it has or will secure at its own expense all personnel, equipment, and supplies required in performing the services under this Contract.

(B) All of the services required hereunder will be performed by the Consultant or under its supervision.

(C) None of the work or services covered by this Contract shall be subcontracted without prior written approval of the Contract Administrator.

(D) Consultant warrants that it is fully licensed under all applicable local, state, and federal laws

Attachment 1 – Standard Contract

Contract No. RFP DH25-045

Design Services for Aurora Harbor Drive Down Float

Page 1 of 8

to perform the services to be provided hereunder.

4. TIME OF PERFORMANCE. The services of the Consultant are to commence after the execution of the Contract and issuance of Notice to Proceed and Purchase Order. All work shall be completed no later than the time specified in Appendix A. Amendment to this Contract may be made upon mutual, written agreement prior to the contract expiration date.

5. REPORTING. Except as authorized within Appendix A, the City's primary representative for this Contract shall be Jason Hoffbauer. The City Manager shall be an alternate representative. The City shall not be liable for Consultant's expenses incurred in reliance on directions received from any other municipal officer or employee. The Consultant's representative shall be _____.

6. COMPENSATION. The City agrees to pay the Consultant according to the schedule attached as Appendix B. The Consultant's estimated fee schedule is attached to Appendix B.

7. TERMINATION OF CONTRACT FOR CAUSE. If, through any cause, except causes beyond the control of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract; or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least ten days before the effective date of such termination. In that event, all finished or unfinished documents, or other data, in whatever form, prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials, not to exceed the Contract amount.

8. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate this Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least thirty days before the effective day of such termination. In that event, all finished or unfinished documents and other materials as described in paragraph 7 above shall, at the option of the City become its property, and the Consultant will be paid an amount not to exceed the sum set forth in Appendix B for work satisfactorily completed on or before the date of termination, less payments of compensation previously made.

9. CONTRACT AGREEMENT. All parties mutually agreed to the terms of this Contract. The Contract should not be construed in favor of or against any party. This Contract contains the entire agreement between the parties; there are no other promises, terms, conditions, or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

10. CHANGES. The City may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, must be mutually agreed upon in writing before they will be regarded as part of this Contract.

11. EQUAL EMPLOYMENT OPPORTUNITY. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

12. CONFLICTS OF INTEREST. Consultant agrees that no employee of the City who has exercised or will exercise any authority over the specifications, procurement, supervision or payment for this Contract, and no member of the employee's immediate family, has had or will

have any direct or indirect financial interest in this Contract. If the Consultant learns of any such interest, the Consultant shall without delay inform the City Attorney or one of the officers specified in Paragraph 5.

13. ETHICS. Consultant shall discharge its duties fairly, impartially and maintain a standard of conduct that competently serves the City and the interests of the City. Consultant shall at all times exercise unbiased judgment when performing its duties under this contract.

14. PUBLIC RELATIONS. Consultant shall issue press releases, respond to press inquiries, make public speeches, appear on broadcast media or otherwise engage in public relations regarding the project only with the specific approval of the CBJ Project Manager.

15. ELECTED OFFICIALS. The Consultant shall respond to project-related inquiries from elected officials by providing impartial, factual information, but shall not initiate contact or attempt to persuade an elected official to agree with any viewpoint or to take any official action. The Consultant will promptly notify the Project manager of any request by an elected official for project-related information.

16. ASSIGNABILITY. The Consultant shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written consent of the City; however, claims for money due or to become due to the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution without approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

17. FINDINGS CONFIDENTIAL. Any information given to or prepared by the Consultant under this Contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

18. IDENTIFICATION OF DOCUMENTS. All reports, maps, and other documents completed as a part of this Contract, other than documents exclusively for internal use within the City, shall carry a City notation or logo as directed by the City.

19. PUBLICATION, REPRODUCTION, AND USE OF MATERIALS. No services, information, computer program elements, reports or other deliverables which may have a potential patent or copyright value produced in whole or in part under this Contract shall be subject to copyright in the United States or any other country.

If a copyright applies by law to the work produced under this Contract, that copyright will either be signed over to the City or the City will be given unrestricted license to the copyright. The City shall have unrestricted license to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. If this Contract includes architectural and/or engineering design services, any use of the design features or details produced under this Contract on other City facilities will be at the City's risk.

20. RECORDS. During performance and after termination of this Contract, each party shall make available to the other party for inspection and copying, all records, whether external or internal, having any relevance to this Contract.

21. INSURANCE REQUIREMENTS . Consultant has secured and agrees to keep and maintain in full force and effect, at its own expense, the insurance approved by CBJ Risk Management as outlined in Appendix C. At least 30 days prior to the cancellation, non-renewal or reduction in the amount of coverage, Consultant shall provide written notice to the CBJ's Risk

Management. The Consultant's insurance shall be primary and any insurance maintained by the CBJ shall be non-contributory. If the Consultant maintains higher limits than shown below, the CBJ shall be entitled to coverage for the higher limits maintained by the Consultant.

22. INDEMNIFICATION AND HOLD HARMLESS. The Consultant agrees to defend, indemnify, and hold harmless CBJ, its employees, and authorized representatives, with respect to any action, claim, or lawsuit arising out of or related to the Consultant's negligent performance of this contract without limitation as to the amount of fees, and without limitation as to any damages, cost or expense resulting from settlement, judgment, or verdict, and includes the award of any attorney's fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law, meaning that if there is a claim of, or liability for, a joint act, error, or omission of the consultant and the CBJ, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. This agreement is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this contract. CBJ shall notify Consultant in a timely manner of the need for indemnification, but such notice is not a condition precedent to Consultant's obligations and may be waived where the Consultant has actual notice.

23. CHOICE OF LAW; JURISDICTION. This Contract shall be governed by the laws of the State of Alaska. Jurisdiction shall be in the State of Alaska, First Judicial District.

24. SUCCESSORS. This Contract shall be binding upon the successors and assigns of the parties.

25. PRECEDENCE OF DOCUMENTS. In the event of a conflict between the provisions of this document and its appendices, the order of precedence shall be this document, Appendix A, Appendix B and Appendix C.

In Witness Whereof the parties have affixed their signatures the date first above set out: _____

CITY AND BOROUGH OF JUNEAU

Carl Uchytel, P.E. Date
Port Director

Company name

Name Date
Rank [i.e. President]
email

Approved as to content:

Matthew Sill, P.E. Date
Project Manager

406900101 411030120 5390

APPENDIX A: SCOPE OF SERVICES
Design Services for Aurora
Harbor Drive Down Float
Contract No. RFP E25-xxx

See Scope of Services in RFP .

PERSONNEL: The Consultant's primary personnel for this work will be:

The Consultant shall provide 35% Level Full Build Out (all phases) Construction Document Submittal shall be submitted by June 1, 2025, and 100 % bid ready documents shall be submitted by September 30, 2025.

This contract expires on December 31, 2025, unless an amendment changing this date is fully executed prior to December 31, 2025.

STANDARD CONTRACT

APPENDIX B: COMPENSATION
Design Services for Aurora
Harbor Drive Down Float
Contract No. RFP E25-xxx

Amount of Payment

Lump Sum

Consultant shall be compensated a lump sum amount of \$____ for satisfactory performance of all [or specific services] services described in this contract.

Time and Materials

Consultant shall be compensated based on time and materials, a not-to-exceed amount of \$__ for satisfactory performance of ____ services described in this contract.

Hourly rates shall remain the same for the life of this contract including all amendments, unless the Consultant requests a rate increase. Hourly rate increases may be negotiated on a yearly basis and shall not exceed the percentage increase of the Anchorage Consumer Price Index.

The total Contract amount shall be \$

Method of Payment

Monthly Payable within 30 days of receipt of an invoice approved by the project manager and progress report stating the amount of services completed.

Consultant Invoice Requirements

- Itemized invoices must be submitted that indicate the services performed.
- Invoices for this contract must be submitted separately from invoices for services performed under any other contract(s).
- Invoices must include the CBJ Contract Number and Purchase Order numbers.

Compensation Based on Time and Materials

If compensation is based on time and materials, the following shall apply:

Compensation shall be computed based on the hourly billing rates, approved by the CBJ Project Manager, times the actual number of hours spent in the performance of services. The hourly billing rate for each employee is the amount to be paid to the Consultant, and is full compensation for all salary, benefits, taxes, overhead and profit. There shall be no additional compensation for overtime, weekend, or holiday work.

Compensation for subconsultants shall be equal to the amounts actually paid to sub-consultants hereunder plus a negotiated mark-up percentage.

Compensation for expenses shall be an amount equal to reimbursable expenses approved in advance by the CBJ Project Manager, necessary and reasonably incurred and actually paid by

the Consultant in the performance of the services hereunder. No markup allowance is allowed. Reimbursable expenses are expenses that are unique to the performance of the services under the Contract and generally contemplate the purchase of outside ancillary services, such as mailing and delivery charges for submittal of drawings, specifications and reports, long distance telephone calls, rentals of equipment, travel and local transportation, meals and lodging on overnight trips.

Reimbursable expenses do not include expenses that are usually and customarily included as part of the Consultant's overhead. For the purposes of this Agreement reimbursable expenses do not include amounts for typing, utilization of computer systems, computer aided design and drafting (CADD), cameras, recording or measuring devices, flashlights and other small, portable equipment, safety supplies, phones, telephone calls, electronic messaging including FAX, Telex and telegrams, or expendable office supplies. Unless otherwise indicated, required insurance is not a reimbursable expense.

The Consultant shall obtain the CBJ Project Manager's written approval prior to making expenditures for reimbursable expenses in excess of \$500 per specific expenditure and for all overnight trips which are reimbursable expenditures as set forth above. The Consultant shall substantiate all billings for reimbursable expenses in excess of \$25 with receipted bills and provide said receipts with the appropriate billing.

The Consultant shall keep, and cause any sub-consultants to keep, daily records of the time spent in the performance of services hereunder by all persons whose billing rates will be the basis for compensation as well as records and receipts of reimbursable expenditures hereunder. Failure to do so shall be a conclusive waiver of any right to compensation for such services or expenses as are otherwise compensable hereunder.

The CBJ shall have the right to inspect all records of the Consultant, and of any sub-consultants, pertaining to this project. Records shall be maintained by the Consultant and sub-consultants for a period of three years after completion of services.

When travel is necessary as part of the professional services to be provided, the following shall be followed:

- ◆ Airline tickets should be purchased at the 14 day advanced purchase price. The CBJ will not pay for First Class travel. Any deviation shall be approved in writing in advance by the CBJ Project Manager.
- ◆ Per diem meal allowance shall be: \$60.00 (\$12.00 for breakfast, \$16.00 for lunch and \$32.00 for dinner).
- ◆ The Consultant shall stay at the hotel with a daily rate not to exceed \$150.00.
- ◆ Travel agent fees, tips, alcohol or bar tabs shall not be paid by the CBJ.
- ◆ Car rental, parking, and taxi fees shall be reasonable and not excessive. This reimbursement is for services in Juneau only. Parking fees, etc. outside of Juneau will not be reimbursed.

APPENDIX C: INSURANCE REQUIREMENTS
Design Services for
Aurora Harbor Drive Down
Float Contract No. RFP
DH25-045

The Consultant must provide certification of proper insurance coverage and amendatory endorsements or copies of the applicable policy language affecting coverage required in this agreement to the City and Borough of Juneau. Failure of the City to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of the Consultant to maintain the insurance required by this contract.

Consultant agrees to maintain insurance as follows at all times while the contract is in effect, including during any periods of renewal.

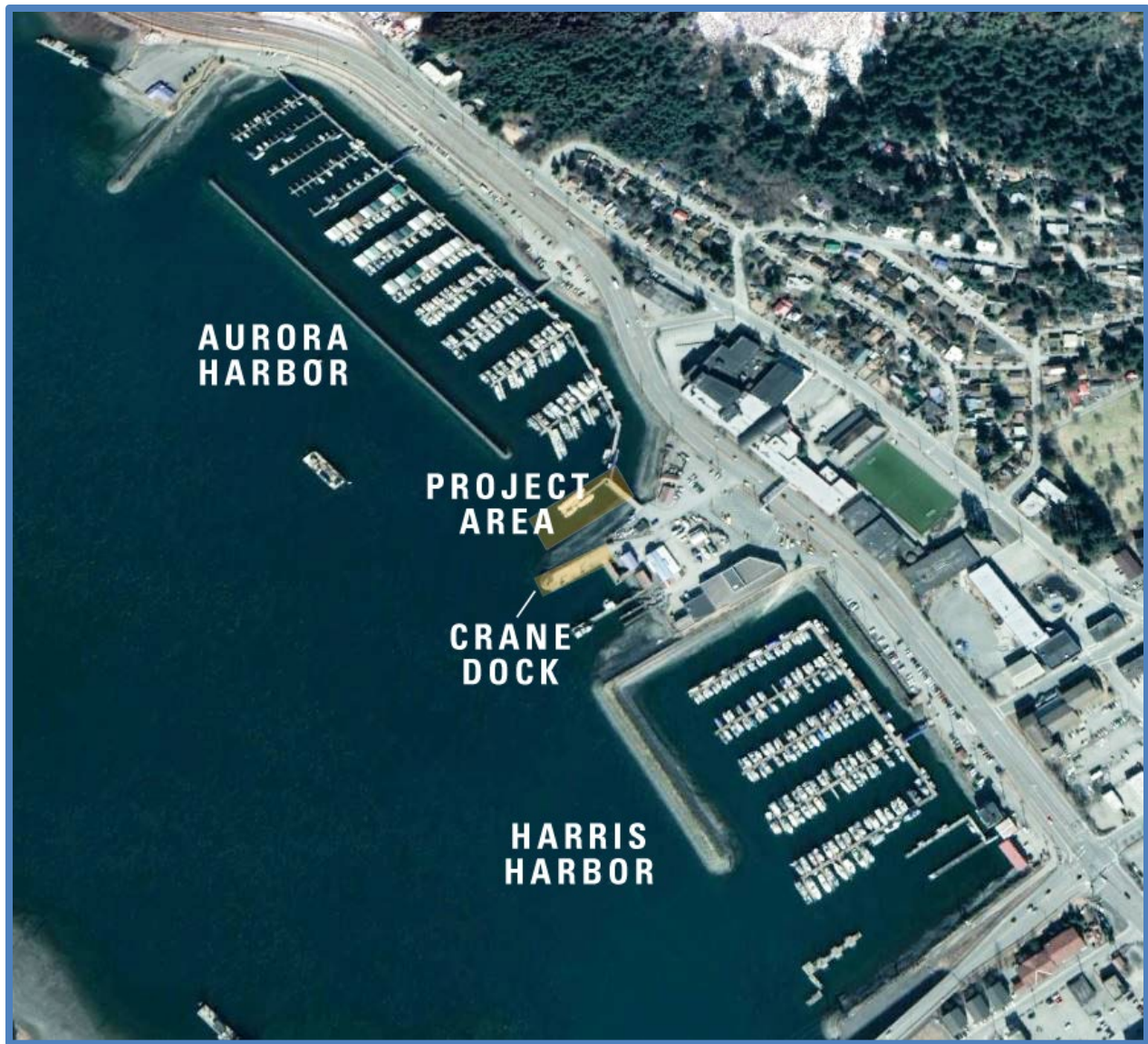
Commercial General Liability Insurance. The Consultant must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against the Consultant. This amount must be at least one million dollars (\$1,000,000.00) per occurrence, and two million dollars (\$2,000,000.00) aggregate.

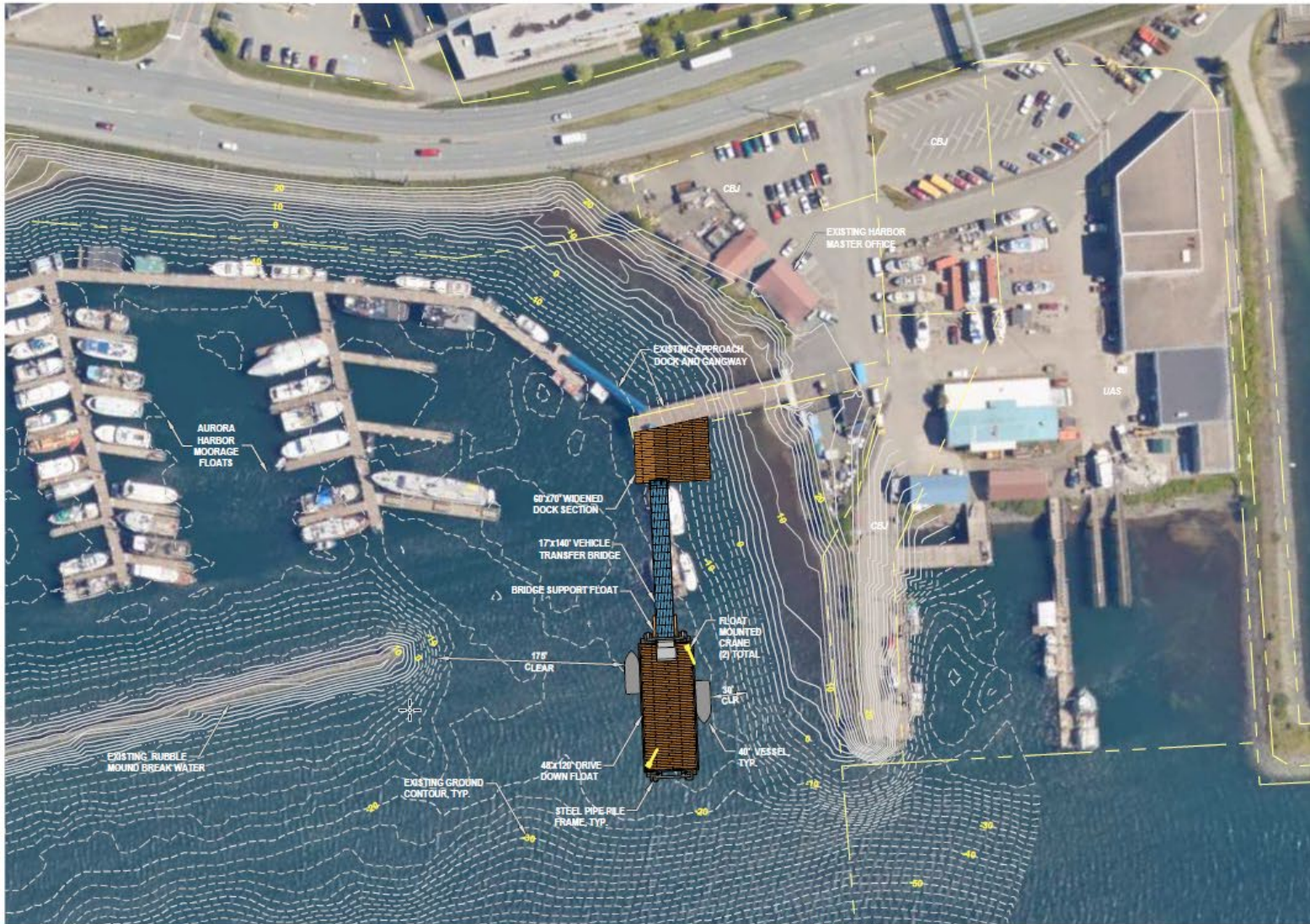
This insurance policy is to contain, or be endorsed to contain, additional insured status for the CBJ, its officers, officials, employees, and volunteers. If Additional insured status is provided in the form of an endorsement to the Contractor's insurance, the endorsement shall be at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Professional Liability Insurance. The Consultant must maintain Professional Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) aggregate to protect the Consultant from any claims or damages for any error, omission, or negligent act of the Consultant, the Consultant's firm and employees. This requirement applies to the Consultant's firm, the Consultant's subcontractors and assignees, and anyone directly or indirectly employed to perform work under this contract.

Workers Compensation Insurance. The Consultant must maintain Workers Compensation Insurance to protect the Consultant from any claims or damages for any personal injury or death which may arise from services performed under this contract. This requirement applies to the Consultant's firm, the Consultant's subcontractors and assignees, and anyone directly or indirectly employed to perform work under this contract. The Consultant must notify the City as well as the State Division of Workers Compensation immediately when changes in the Consultant's business operation affect the Consultant's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of one million dollars (\$1,000,000.00) per injury, and one million dollars (\$1,000,000.00) policy limits. **If the Consultant is exempt from Alaska Statutory Requirements, the Consultant will provide written confirmation of this status in order for the City to waive this requirement. The policy shall be endorsed to waive subrogation rights against the City.**

Comprehensive Automobile Liability Insurance. The coverage shall include all owned, hired, and non-owned vehicles to a one million dollar (\$1,000,000.00) combined single limit coverage.





REVISIONS					
REV	DATE	DESCRIPTION	DWN	CHK	APP

CITY AND BOROUGH OF JUNEAU
DOCKS & HARBORS
 155 SOUTH SEWARD STREET
 JUNEAU, ALASKA 99801
 PHONE: 907-586-0292

DES
 CHK
 APP



Port of Juneau

155 Heritage Way • Juneau, AK 99801
(907) 586-0292 Phone • (907) 586-0295 Fax

POSTED/EMAILED
May 27, 2025

POSTING NOTICE

RFP No. : DH25-045

Professional Services for Aurora Harbor Drive Down Float Design

TO: Respondents to RFP DH25-045

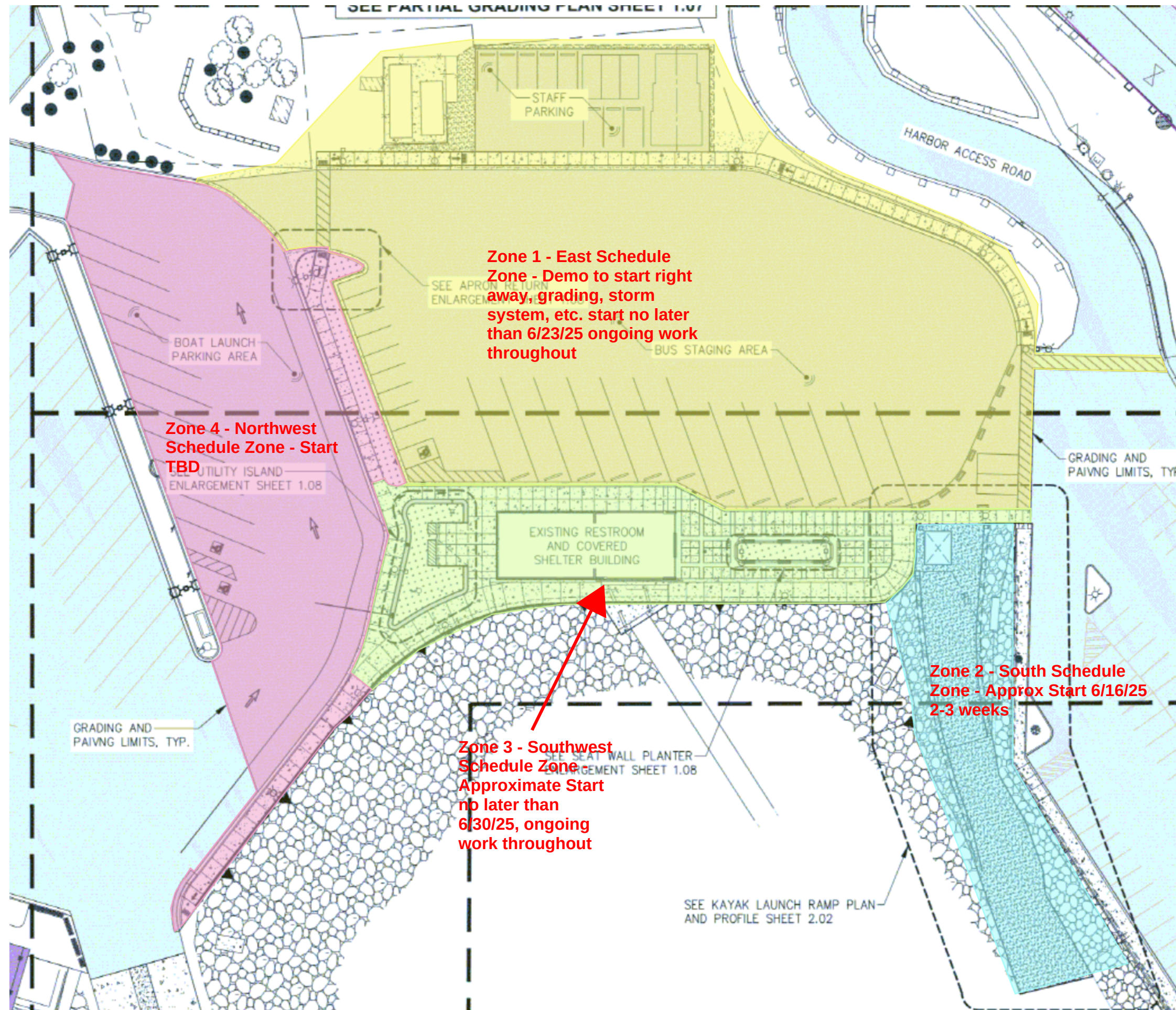
This notice is to give results of proposal evaluations for the above referenced project. Proposals were received from two consultants: KPFF and PND Engineers, Inc. CBJ Docks and Harbors appreciates your participation in the subject RFP. Thank you for your interest.

Based on the total of the raw scores, the apparent successful proposer is PND Engineers Inc.

Proposer	Evaluator #1 Raw Score	Evaluator #2 Raw Score	Evaluator #3 Raw Score	Evaluator #4 Raw Score	Ranking
KPFF	830	670	750	830	2
PND Engineers, Inc.	940	830	970	940	1

This notice begins the protest period per Purchasing Code 53.50.062. Protests will be executed in accordance with CBJ Ordinance 53.50.062 "Protests", and 53.50.080 "Administration of Protest." The CBJ Purchasing Code is available online at: <http://www.juneau.org/law> or from the CBJ Docks and Harbors at 907-586-0292.

Carl Uchytel
Carl Uchytel, P.E.
Port Director



Schedule / Organizational Notes

Here are some notes on how we might break up the schedule... into zones.

Zone 2: Our initial assumption is that we'll get the fastest start by starting on the Kayak ramp in Zone 2. It has the fewest submittals to clear, and significant yardage to move in.

Zone 1: As soon as possible, we will move to zone 1 and start demo work, temp fencing, surveying, installation of the 18" storm line, and rough grading, but the real focus will be to get anything that would be holding up the curbs and gutters out of the way so we could get those in. Followed by flatwork, pave prep and paving, and striping just before the paving plants close in Oct. This will be where the buses will need ongoing access... so safety and coordination around that is a big concern

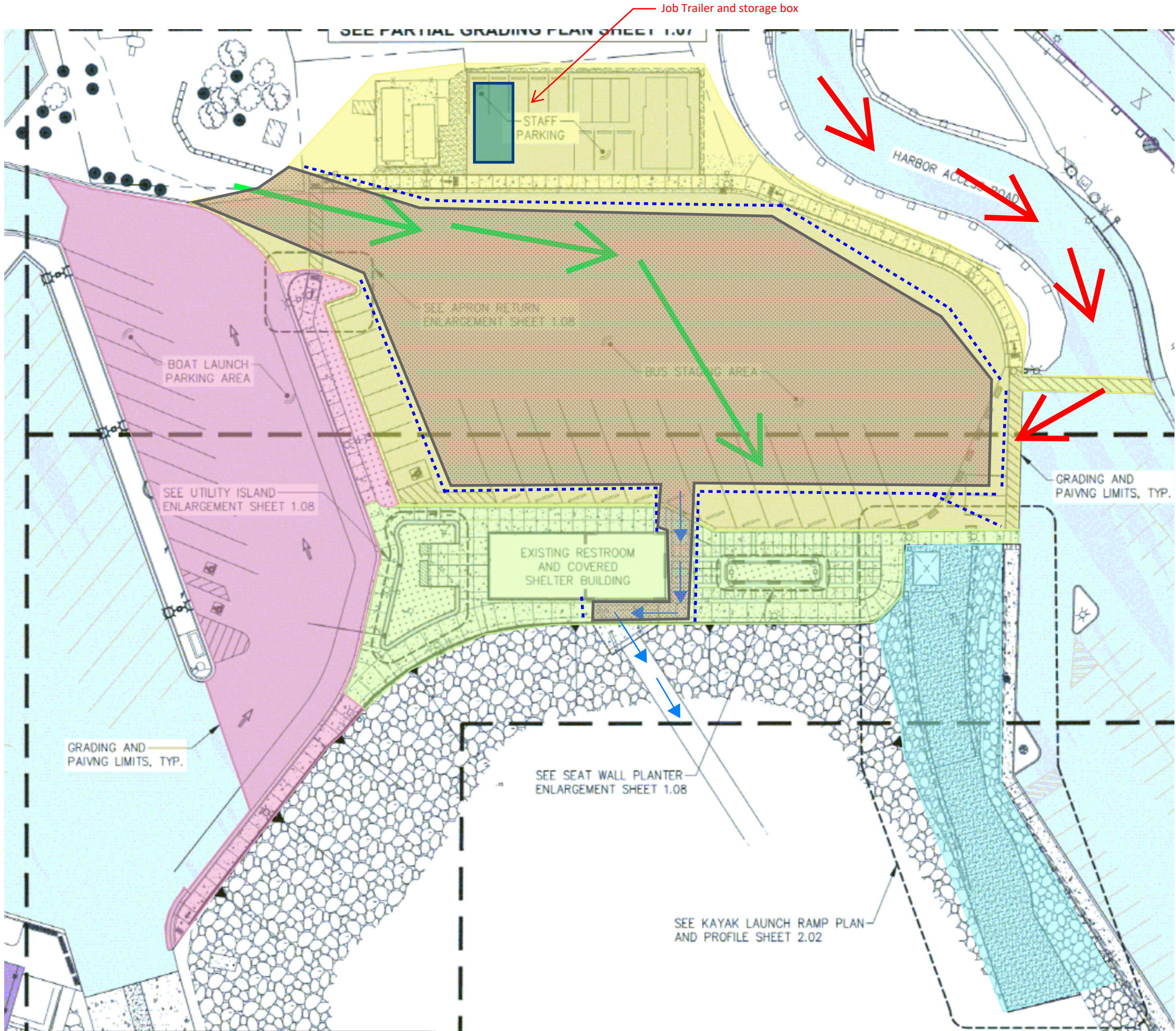
Zone 3: Zone 3 is mostly Dawson work, forming the cantilevered Sea Wall Sidewalk and curb, place and finish of the concrete and remaining flatwork. The biggest challenge here is the metal railing at the sea wall... **The seat wall planter will be by Compass Construction**, so will want to get that set up to go, probably as soon as they finish their curb and gutter work. Landscape work in the planters.

Zone 4: Curbs and gutters by Compass, flatwork by Dawson, plantings by Sunny Slope, paving by Seacon

There will be electrical work to track, mostly in Zones 1, 3, and 4

This is how we see this organizing. We will put the activities in each zone in the CPM Schedule, and see what overlaps, and what stands clear, and then adjust to get a workable schedule.

Please review and get back to me with any ideas or concerns.



Logistics / Organizational Notes

The goal is for us to proceed with the work while providing safe access to the public.

Our plan, in it's simplest form, is to build a ring around the interior parking lot area, and maintain safe bus and pedestrian access. The buss area is the gray dotted zone.

To do this, we will be placing and moving Temporary Fencing (blue dotted lines) to clearly delineate work zones, keep public/tourist traffic out, limit construction work to the areas behind those fences.

We will put signage up on the fence lines indicating "construction area, keep out", as well as signage directing pedestrians toward the designated walkway accessing the docks.

The green arrows are busses incoming, and offloading passengers. Upon reloading, we are assuming they can back up and follow the same path out. We think there should be some consideration of the possibility of assigning a spotter / traffic director to be an added set of eyes, and possibly with radio contact with the drivers to increase visibility and make sure no pedestrians wander into dangerous spots.

There will be a stormwater pipe crossing of the bus parking and turnaround area. Our plan is to do that off hours / at night. That will be a one day activity, and should be OK to drive on the next day. Our back up plan is if that doesn't go as fast as we want, to put steel plates over any open trench, and finish the following night.

The red arrow indicates the location where we will maintain the primary construction access gate needed to move materials and equipment on and off the site. Dawson's site super will coordinate with the port daily, and sometimes hourly, on what we see coming, and how to work that around anticipated bus and pedestrian traffic. The buildup of the Kayak ramp will be our first major activity

We plan on setting a small job trailer and storage box as out of the way as we can in the staff parking area. This will provide good visability without encroaching on space needed to move busses in and out.

There will be spot items that we will coordinate with the team as we see opportunity to do them, but will not ever assume we can encroach on bus traffic. Likewise, our expectation is that within reasonable limits, we will be able to coordinate the work with the Harbor and CBJ.