CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING AGENDA
For Thursday, February 27th, 2020

I. Call to Order (5:00 p.m. in the CBJ Assembly Chambers)

II. Roll (James Becker, Chris Dimond, Steven Guignon, James Houck, Mark Ridgway, Annette Smith, Bob Wostmann, Budd Simpson, and Don Etheridge)

III. Approval of Agenda

MOTION: TO APPROVE THE AGENDA AS PRESENTED.

IV. Approval of January 30th, 2020 Board minutes.

V. Public Participation on Non-Agenda Items (not to exceed five minutes per person, or twenty minutes total time).

VI. Consent Agenda –

A. Public Requests for Consent Agenda Changes
B. Board Members Requests for Consent Agenda Changes
C. Items for Action

1. North End of Aurora Harbor Coordination with Dredging Project
Presentation by the Port Director

RECOMMENDATION: TO DEMOLISH THE OLD FLOAT INFRASTRUCTURE AT THE NORTH END OF AURORA HARBOR IN SUFFICIENT TIME TO ALLOW THE ARMY CORPS OF ENGINEERS' MAINTENANCE DREDGING CONTRACTOR TO DREDGE UNIMPEDED.

2. Leasing Auke Bay Marine Station Fish House to Alaska State Troopers
Presentation by the Port Director

RECOMMENDATION: TO ADVANCE LEASING OPTIONS AT THE AUKE BAY MARINE STATION FOR USE BY THE ALASKA STATE TROOPERS.

MOTION: TO APPROVE THE CONSENT AGENDA AS PRESENTED

VII. Unfinished Business

1. Resolution in Support of Reservation Management of Goldbelt Downtown Docks
Presentation by the Port Director

Committee Questions

Public Comment

Committee Discussion/Action

MOTION: TO APPROVE A RESOLUTION ALLOWING DOCKS & HARBORS TO MANAGE DOWNTOWN MOORAGE RESERVATIONS FOR GOLDBELT, INC FOR THE 2020 SEASON.

VIII. New Business - None

IX. Items for Information/Discussion

1. Assembly Finance Committee Preparation for April 1st
   Presentation by the Port Director

Committee Discussion/Public Comment

2. Request for Proposal (RFP) – Cruise Ship Dock Electrification Study
   Presentation by the Port Director

Committee Discussion/Public Comment

X. Committee and Member Reports

1. Operations/Planning Committee Meeting- Wednesday, February 19th, 2020.

2. Member Reports

3. Assembly Lands Committee Liaison Report

4. Auke Bay Steering Committee Liaison Report

XI. Port Engineer's Report .

XII. Harbormaster's Report

XIII. Port Director's Report

XIV. Assembly Liaison Report

XV. Board Administrative Matters

a. Special Board Meeting to Approve Bid Award – Friday, March 13th at noon
b. Ops/Planning Committee Meeting – Wednesday, March 18th at 5:00pm
c. Board Meeting – Thursday, March 26th at 5:00pm
d. Finance Sub-Committee Meeting Scheduling – late April TBD

XVI. Adjournment

CBJ DOCKS AND HARBORS BOARD
REGULAR BOARD MEETING MINUTES
For Thursday, January 30th, 2020

I. Call to Order

Mr. Etheridge called the Regular Board Meeting to order at 6:00 pm in the Assembly Chambers.

II. Roll Call

The following members were present: James Becker, Chris Dimond, Steven Guignon, Mark Ridgway, Bob Wostmann and Don Etheridge.

Absent: James Houck, Budd Simpson, and Annette Smith.

Also present were the following: Carl Uchytil-Port Director(via telephone), Erich Schaal-Port Engineer, Matt Creswell - Deputy Harbormaster, and Teena Larson – Administrative Officer.

III. Approval of Agenda –

MOTION BY Mr RIDGWAY: TO APPROVE THE AGENDA AS PRESENTED AND ASK FOR UNANIMOUS CONSENT.

Motion passed with no objection.

IV. Approval of December 19th, 2019 Board Minutes.

Hearing no objection the December 19th, 2019 minutes are approved as presented.

V. Public Participation on Non-Agenda Items –

Mark Halstead, Douglas, AK

Mr. Halstead handed out a packet for the Board members with his written testimony and it is attached to the end of these minutes.

Mr. Ridgway asked if Mr. Halstead received model and design numbers of the lighting from the manufacturers for the solar power lights?

Mr. Halstead said he did not because the solar lights did not seem practical due to the hours of darkness. AEL&P said they would provide the light itself depending on what is needed. Mr. Halstead said when he asked about the North Douglas Launch Ramp area, AEL&P suggested that installation of a light on the uphill side of the highway may get DOT involved because it is also highway lighting.

VI. Consent Agenda- None

VII. Unfinished Business –

1. FY2020 Adjusted and FY2021/FY2022 Biennial Budgets

Ms. Larson said this was discussed in detail at the Finance Sub-Committee meeting and also discussed at the last Operations meeting. On page 11 is the Harbors overview with supporting numbers on pages 12-16.

Board Questions
Mr. Wostmann asked if there has been a change in the Harbors?

Ms. Larson said yes, the Harbor revenue has an increase due to the addition of the Docks permit revenues.

Ms. Larson said the Docks revenue is on page 17, and pages 18 through 21 are the supporting numbers. The permit revenues line item is now moved to Harbors. Another change is the support from marine passenger fees are updated for FY21 and FY22.

MOTION By MR. RIDGWAY: TO APPROVE THE FY2020 ADJUSTED BUDGET AND THE FY2021/FY2022 BIENNIAL BUDGETS AS PRESENTED AND ASK UNANIMOUS CONSENT.

Motion passed with no objection.

VIII. New Business –

1. Assembly Resolution of Support for ADNR to transfer tidelands to the City & Borough of Juneau.

Mr. Schaal said this resolution of support is required by ADNR to continue to process Docks & Harbors application for the control and lease of land that is illustrated on page 24 in the packet. At the last Operations meeting, the Committee was informed about the Franklin Dock owner, Reed Stoops approaching Docks & Harbors to apply for the tidelands that is needed to build a new 500' x 50' dock expansion project. This will provide more efficiency for guests entering or leaving the cruise ships without having to have gangway changes throughout their stay. The red dashed line area illustration on page 24 in the packet is the area that Docks & Harbors has requested from ADNR. If these tideland are conveyed to Docks & Harbors, it will allow for several projects. It will help in the construction of the General Engineering seawalk project in the corner by the National Guard dock, it will allow for the Franklin Dock expansion. and it will also encompass the space out in front of the Crowley Dock. If this is approved by this Board tonight it would move forward for Assembly for approval tonight.

Board Questions-
Mr. Wostmann said this makes a great deal on sense for CBJ to pursue so Franklin Dock only has to deal with one land owner and also generate revenue for Harbors.

Public Comment – None

Board Discussion/Action

MOTION By MR. RIDGWAY: TO RECOMMEND THE ASSEMBLY APPROVE A RESOLUTION TO ACQUIRE TIDELANDS FROM ALASKA DEPARTMENT OF NATURAL RESOURCES AND ASK UNANIMOUS CONSENT.

Motion passed with no objection.

IX. Items for Information/Discussion

1. Proposed 2020 TBMP Ideas
https://drive.google.com/file/d/1MMtI4LLFpL8NshJ1sHyp7vQqHJsJZTb/view

Mr Creswell said on page 25 in the packet is what relates to Docks & Harbors and is a result of the Visitor Industry Task Force meetings and local input about the wake in Auke Bay. Docks & Harbors has been asked to move the "no wake" buoy out which is currently 1000 feet from the breakwater. Staff believes it is already on DNR tidelands and Docks & Harbors does not have jurisdiction to move it out. Staff believes TBMP would be the best way to control the wake issues in Auke Bay.

Board Discussion/Public Comment –
Mr. Becker commented this is a serious issue and he is glad it is being brought forward to find a solution.

Mr. Ridgway said he has heard a lot of problems with the wake in Auke Bay and he would like to see staff engage with TBMP to make it better.

Mr. Wostmann asked if the North end of Coghland Island is under Docks & Harbors to control speed?

Mr. Creswell said not to his knowledge.

Mr. Guignon said as a tour operator coming in and out of Auke Bay, he is willing to work with anyone who has an issue with this. There is a captains meeting held at the beginning of every season. He said he has invited members of the public to attend and articulate what they want the tour operators to do. He said he believes other captains would be willing to work together to make the community a little happier.

Mr. Etheridge said he would like to know the date and time of the captains meeting so it could be passed on for people to attend.

Mr. Dimond asked if there were specific operators that are being more problematic and would TBMP be able to rein them in?

Mr. Creswell said he is not able to tell exactly which operators are being problematic.

Mr. Ridgway asked if TBMP socializes the captains meeting?

Kirby Day, Juneau, Alaska
Mr. Day said he manages the TBMP program. He said they do attend the captains meeting and helps coordinate the meeting as well as an all operator TBMP meeting in mid-March or April. The meetings include whale watching boats, fishing boats, flight seeing, guided hikes on trails, bus companies, and everyone in tourism. TBMP started having a separate captain/whale watching/watercraft meeting about four or five years ago because of issues. The concern is on how the whales are being viewed, how big the wakes are in the whale watching grounds, and the wakes in Auke Bay/Statter Harbor. There is a plan to have a whale watching/watercraft TBMP meeting the end of February. The reason for this meeting is to come up with a plan for issues brought forward at the Industry Task Force meeting. Mr. Day said there may be support from the tour operators to move the speed limit buoy out 1,000 feet to see if that will help. He said he is unsure how the locals will react to the change and he does not know what has to happen to get the buoy moved out.

Mr. Etheridge asked Mr. Creswell to keep the Board informed of the TBMP meeting times and locations.

Mr. Schaal recommended to have a TBMP information item at another meeting to help the Board members understand TBMP more and how to answer questions when approached by a member of the public not happy with tourism issues.

Mr. Etheridge recommended adding this item to the next Operations meeting.

Mr. Ridgway recommended staff look to increase the "no wake" zone area.

2. LUMBERMAN
Mr. Creswell said the Lumberman is tied up to the inside of the CT Dock. Impound paperwork was put on it last Monday, and Friday the Lumberman will be under Docks & Harbors control. He said Mr. Borg has been working very hard to find a solution for this vessel. Mr. Borg had a teleconference on Monday with the EPA, Coast Guard, DEC, and various other partners about options for the Lumberman but mainly deep water scuttling. The EPA said the process for scuttling is fairly easy but they rely on the Coast Guard Sector Juneau to monitor the disposal plan and determine what is the appropriate level of cleanliness with a big part of that being the tow plan. There were many different ideas floating around, but in the end, they will tell staff if a specific plan is approved once staff gives them the specific disposal plan. However, staff wanted to know all the options before a decision on a specific disposal plan was made but it does not work that way. There is more discussion to come on this topic.

Mr. Uchytil said part of the conversation was the vessel needs to be clean for an in water disposal. The question was asked, "what does clean mean"? There is no real standard for what needs to be done to make the Lumberman "clean". He said the cleanliness could be a moving target with regards to petroleum products. Lead paint and asbestos is not an issue, it is the fuel tanks and hydraulic lines that are the interest of the Coast Guard. DEC

would have no statutory oversite in this because the deep-water disposal would be 12 miles off the Alaska coast and DEC has no authority there.
Board Discussion/Public Comment –

Mr. Dimond said there was a boat scuttled in Auke Rec years ago and he was wondering if the standards used then could be used for this.

Mr. Creswell said he could look into that.

Mr. Uchytil said if there is a dive community that wants to come forward as we dispose of the Lumberman, they could make themselves known at that time. He does not want to manage this vessel in perpetuity.

Mr. Wostmann said he remembers the boat that was scuttled and it was completely stripped before it was allowed to go down. That boat would not be a good comparable.

Mr. Ridgway asked at the meeting with the DEC, EPA and the Coast Guard, was the Coast Guard represented by the Captain of the Port?

Mr. Uchytil said yes, it was Sector Personnel. He said the highest ranking was Lieutenant Commander. This will be an EPA call for cleanliness but they rely heavily on the Coast Guard being the eyes of the EPA.

Mr. Ridgway asked if in the quote the removal of the fuel tank and hydraulic lines were sectioned out?

Mr. Creswell said the quote was not that specific.

3.Financial data trends – harbor rates & personnel costs
Ms. Larson said the data trends were put in the packet at the request of Mr. Ridgway. They are on page 26 and 27 in the packet and would be happy to answer any questions.

Board Discussion/Public Comment – None

4. CPI Adjusted Moorage and Passenger-for-hire rates
Ms. Larson said the proposed moorage rates are on pages 28 and 29 in the packet. The regulation pertaining to the rates are on page 30. The Anchorage CPI is 1.4%. The daily rate in regulation is rounded to the nearest $.01 and the monthly is to nearest $.05. The proposed increase is $.01 cent for the daily rate going from $.57 to $.58 and $.05 for the monthly downtown rate going from $4.40 to $4.45 and Statter Harbor monthly rate from $7.30 to $7.35. The other rate adjusted by CPI in regulation is the passenger for hire fees. The proposed rate change is on page 31 in the packet and the regulation is on page 32. With the CPI increase at 1.4% it will raise the Inspected vessel fee from $518 to $525 and the Uninspected vessel fee from $156 to $158. The $1.50 per passenger fee did not change.

Board Discussion/Public Comment -

Mr. Etheridge asked if this needed to be approved by the Board?

Ms. Larson said it would only need action from the Board if the Board does not approve of the proposed changes shown here tonight.

Mr. Wostmann commented with the Board's previous discussions on rate changes, he suggests that the rate changes go through as proposed with the CPI adjustment and do a more thorough review of our rates to see if there is justification for other fee increases.

5. Preparation for Joint Meeting with the Assembly
Mr. Uchytil said this would be a good opportunity to talk amongst the Board members to see if there are things to carry over to the Joint meeting. Are there needs or wants that the Board has that they want to ask the Assembly? He suggested putting together a game plan from the Boards perspective.

Board Discussion/Public Comment –

Mr. Ridgway suggested discussing the City Museum being placed in the area that was going to be open space in the Archipelago project.

Mr. Etheridge said that topic is on the Joint Assembly meeting agenda already.

X. Committee and Member Reports

1. Operations/Planning Committee Meeting Wednesday, January 21st, 2020.
Mr. Ridgway said the primary item on the Agenda was the budget and the Committee moved that forward to the Board for approval.

2. Member Reports - None

3. Assembly Lands Committee Liaison Report – None.

4. Auke Bay Steering Committee Liaison Report –
Mr. Wostmann said there will be a presentation for proposed zoning changes at the February 6th meeting. He reviewed the documents for this change and it does not look like it will affect any of the shore side lands. He said he will attend that meeting and provide a report at the next meeting.

XI. Port Engineer's Report

Mr. Schaal said his report is in the packet and provided a quick update on the following.

- DWI Project- There was another pour for the concrete wall. Pile driving is going well but the seals are causing a slight delay of about 20 minutes per day.

- Statter Harbor Improvements project- Preparations for the first blast is underway. It is going a little slow so the contractor is shipping up a second drill. They hope to be able to blast the third week of February.

XII. Harbormaster's Report

Mr. Creswell reported

- He wanted to thank Mr. Etheridge for his continued efforts for the Juneau Citizens Community Patrol. Crime in the Harbors has dropped drastically which is a direct result of the extensive time Mr. Etheridge has spent in the Harbors.
- He had a meeting with the City Public Affairs Officer about setting up Docks & Harbors social media and Facebook account. There is a team of five staff members that will manage those accounts. Staff hopes to have this up and running in the next one to two weeks.
- Auke Bay got about 12 inches of snow in a six-hour period and downtown had about seven inches of snow. Staff worked hard today to clear the snow and will be in early tomorrow to finish it.
- The Harbormaster is at the Boat Show. He said he was there earlier in the week. There seems to be a really good turn out this year and there was a lot of interest for Juneau.

XIII. Port Director's Report - None

XIV. Assembly Liaison Report – None

XV. Board Administrative Matters

a. Ops/Planning Committee Meeting – Wednesday, February 19th at 5:00 pm

b. Board Meeting – Thursday, February 27th at 5:00 pm

c. Finance Sub-Committee Meeting scheduling-

Mr. Wostmann wanted to remind members of the Committee to fill out the doodle poll that Mr. Uchytil sent out to find the best date for the meeting.

XVI. Adjournment - The meeting was adjourned at 6:57 pm.

Mark L. Halsted

[redacted]

Douglas, AK 99824

1/29/2020

I have casually brought up the issue of lighting at the N. Douglas and Douglas launch ramps several times. Usually when I am buying my launch permit in January. This year I decided that maybe it was time to follow up on it a bit myself. The conversations about priorities, enterprise boards, money, etc. were just getting a little old. Especially when discussing the Douglas ramp because I have always felt that the lack of suitable lighting was simply an oversite during the design phase of the harbor improvements or maybe it was part of a plan that has yet to come to fruition. In either case, it should have a simple, low cost solution.

NORTH DOUGLAS RAMP

I initially thought that lighting at N. Douglas was a no brainer. Given the existence of power lines on the uphill side of the highway. It turns out that it isn't quite so simple. The high energy lines along the highway are not suitable for this purpose. The engineers at A.E.L.& P advise me that a new primary line would have to be run from the last residence on the road. However, even at that, the cost estimate is still less than the numbers suggested to me down at the harbormaster's office.

The current estimate I received from A.E.L.& P is for $43,000 and some change. As I understand it, this would get a new primary line down the highway from the last residence and across the highway to a pole in the vicinity of the launch ramp. It was suggested during my phone calls that perhaps the State D.O.T. would get on board with this as well.

It should be noted that this current estimate is $12,000 more than when this work was first proposed back in 2013. I have provided copies of the estimate and follow up from A.E.L.& P.

What I would like to suggest is that the work to run a new primary line along the highway be completed, however DO NOT run a line across the highway. A suitable light could be installed on a pole on the uphill side of the road where it would have adequate elevation for good area light. This primary line should be large enough that it could be integrated into the future upgrades to the N. Douglas ramp that I understand are in the planning stages now. By not crossing the highway it should lower the initial cost to some degree and an uphill placement of the light would help with the immediate need. This would also keep the light tucked back onto the hillside and behind the trees where it would not be quite as objectionable to the NIMBY's that feel so strongly about the cell tower light on Sphun Island and light pollution in general.

When it is seriously dark, finding and utilizing the N. Douglas launch facility can be quite an adventure. From either the water or the road. Even pulling off the highway down into the parking lot can be quite exciting and dangerous. I have jack knifed my trailer against the log barriers before, simply because I couldn't tell what condition the parking lot was in. I get out and walk it with a flashlight now. Approaching from the water can also get interesting, there are no navigation lights in the immediate area and even after you locate the ramp area it is next to impossible to tell where land and sea meet.

One simple streetlight could alleviate many of these concerns and improve safety, it might even help curb some thefts and vandalism. There is also money to be saved in the long run because this part of the work would be completed ahead of any future upgrades, avoiding any further cost increases due to inflation, etc. Keep in mind that the cost has already risen by $12,000 since first proposed.

DOUGLAS RAMP

The Douglas ramp ranges from dark to damn dark. It is difficult to prepare your boat to launch and maneuvering to the ramp almost always requires the use of some light source to simply get lined up and avoid the concrete abutment at the top. It can get even more interesting when trying to launch alone. Walking the ramp itself can be a treacherous experience. It is impossible to see what the hell you might be getting into, whether it be dog crap, iced over bull rail to bull rail, or simply untouched since the last snowstorm. The feeble little light at the end of the ramp helps very little. It is a very low intensity down light that might help keep you from hitting the dock upon your return or walking off the end when you launch, but it does nothing for the ramp in general because of its design and the fact that it is strategically positioned behind the last piling.

For the sake of clarity, I provided a few photos.

Photos A & B

These two photos were taken from my house and gives you an idea of just how dark this area is even with spill over lighting from surrounding properties. In some ways the adjacent lighting makes things even more difficult because your eyes can never really get fully adjusted to the dark. I would also like to point out that it is impossible to tell what goes on down there in the parking lots. I see people amongst the vehicles with cell phones or flashlights, but I can't tell what they might be up to. Depending on the time of day the chances are pretty good that something is amiss, but I can't provide enough information to call the police and report it. They turn off the light and they are gone, can't even tell dispatch where they went, nothing. It doesn't work, I've tried it and it's a waste of time, theirs and mine.

Photo C & D

Here you can see the only light currently provided. Right now, it is inoperative, despite having been replaced a few weeks ago. It would help a little bit if this lamp was turned 90 degrees and extended out from its mounting, so it wasn't behind the piling. Ideally it would be elevated more, extended to the side, and replaced with something that provides a broader area light.

Photo E

This gives a view of the entire ramp and provides a perspective of how far out the current light is and why it is so ineffective. Given the style of light and its position it does nothing to safely light the ramp area in general and does nothing for the parking lot. It also rises and falls with the tides, which is another reason a second light for the parking area is needed.

Photo F

If you want a visual of what I am talking about then look at the old ramp. It had two (2) simple streetlights that were more than adequate. One of these is still working after all these years. Perhaps something of this nature could be implemented over at the new ramp, they provided plenty of light, and they are a simple design that has withstood the test of time.

I'm told that there is power inside the ramp and it should not be prohibitively expensive to make these improvements. One (1) proper area light at the top of the ramp combined with better placement and design of the existing light would be plenty good enough for the purpose of launching and retrieving a boat safely. I don't think the board needs to consider anything like the 11 fancy LED lights in the parking lot of the Treadwell Arena, or the 7 lights provided at Savikko Park, even the 5 lights that run off into the bushes on the Sandy Beach bike path would be overkill. Just some form of simple, efficient area lighting is all that is needed and would be a substantial improvement. I did talk with a couple companies down south that build custom solar powered lights and got verbal estimates in the $2500.00 to $3,000.00 range per light however both companies were very non-committal about this kind of application thou. High winds, snow and extended hours of darkness would seem to make this alternative impractical.

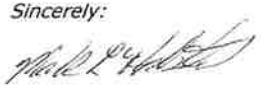
On a little different note. I would also ask that the board consider some basic, inexpensive lighting for the general parking area used by the Douglas harbor patrons. It would make the area less appealing to the thieves and vandals and it would make it possible for the people that reside in the surrounding area to help keep an eye on things as well.

I would like to thank the knowledgeable folks at A.E.L.& P. They were extremely helpful and very willing to answer my many questions.

Thank You for your time and I hope you will consider these improvements. Not only from the safety and convenience aspect, but to also help curb the thefts and vandalism.

I would like to submit my notes and my photo originals for the record.

Sincerely:



Mark L. Halsted

GCI Webmail **mhinak@gci.net**

Re: estimate for the new light at N. Douglas boat launch

From : Yana White <yana.white@aelp.com> Wed, Jan 22, 2020 10:44 AM
Subject : Re: estimate for the new light at N. Douglas boat launch 2 attachments
To : mhinak@gci.net
Cc : Mike Laudert <Mike.Laudert@aelp.com>

Mark,
I wanted to follow up with you on your request for an estimate for a new light at North Douglas boat launch. As it turns out, we have received a similar request back in 2013, and the line extension to the pole that will have a new light, was estimated to cost $31K. Labor and materials cost has been updated since then, so the estimated price for this project is right around $40K.
Those poles on North Douglas are high-voltage transmission poles and they are not designed to carry small loads that are required for street lights (typically between 120 to 240 volts). We will have to install a line extension and a distribution transformer to feed the street light on the transmission pole – a quite expensive project that no one has agreed to pay for so far.
I am including Mike Laudert, our General Foreman, in this email. Please let us know if you have any questions or concerns.
Kindly,

Yana White
AEL&P
T&D Administrative Assistant
(907) 463-6324 direct
(907) 780-2222 main
www.aelp.com

AEL&P

Alaska Electric Light & Power Company
5601 Tonsgard Court
Juneau, Alaska 99801-7201
FAX: (907) 463 - 4833

Facsimile Cover Sheet

Date:	20-Jan-20
Work Order Number:	EB20XXX
PROJECT NAME:	NORTH DOUGLAS LAUNCH RAMP LIGHTING
LOCATION:	NORTH DOUGLAS LAUNCH RAMP
CBJ Building Permit # or Exempt	
DOT Permit Required (Yes or No)	Yes
CBJ Easement Required (Yes or No)	No
ESTIMATED BY:	ML
Description:	INSTALL LINE EXTENSION TO LAUNCH RAMP
Starting Date:	1-Jul-20
Completion Date:	1-Dec-20
Is project billable:	YES
Billable Party Name:	
Billing Party PHONE NUMBER:	
Billing Address:	
Billing City, State Zip Code	

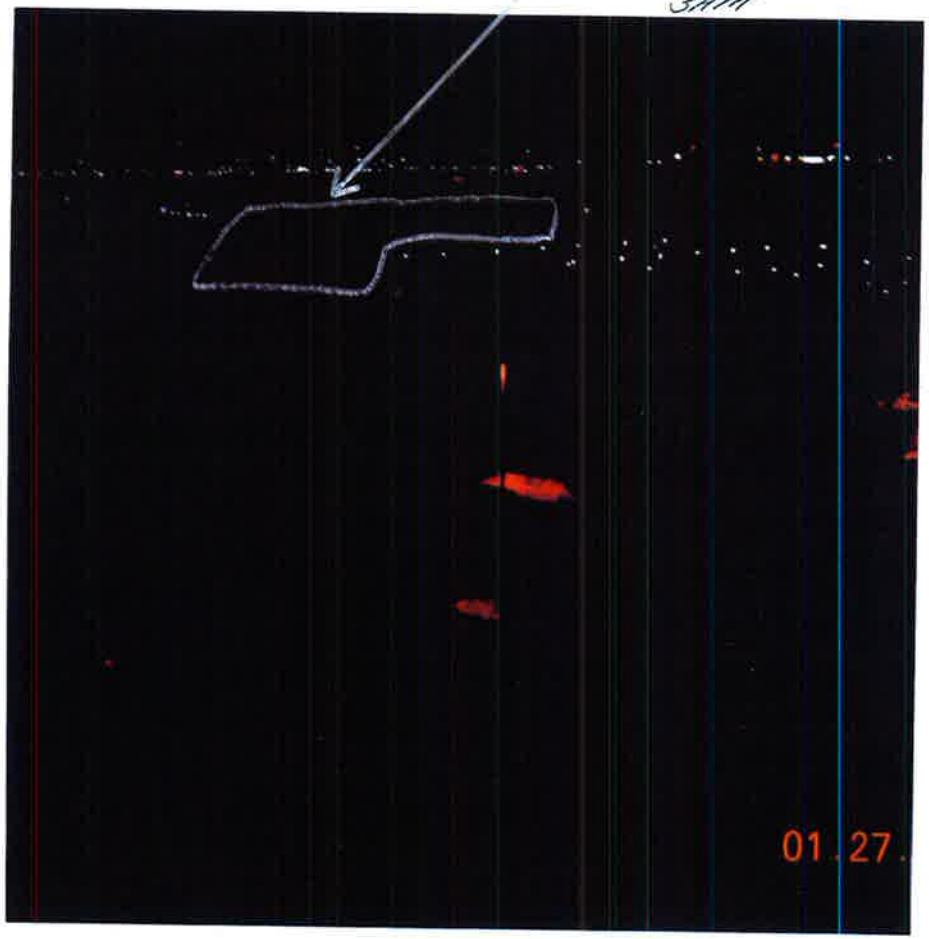
Cost of Project	$43,013.66
Prepaid Engineering Advance	
Company Contribution	
Customer Cost Share Contribution	
Customer Contribution	$43,013.66
CBJ Sales Tax	
Amount Subject to Refund	

In accordance with section 7.4a of AEL&P tariff.
All customer contributions must be made in advance of construction.

Total amount due* **$43,013.66**

***AEL&P can only accept payment in the form of cash or check. We cannot accept credit cards at this time.**

LAUNCH RAMP & PARKING LOT 3AM



A

SAME AREA IN DAYLIGHT

B

C

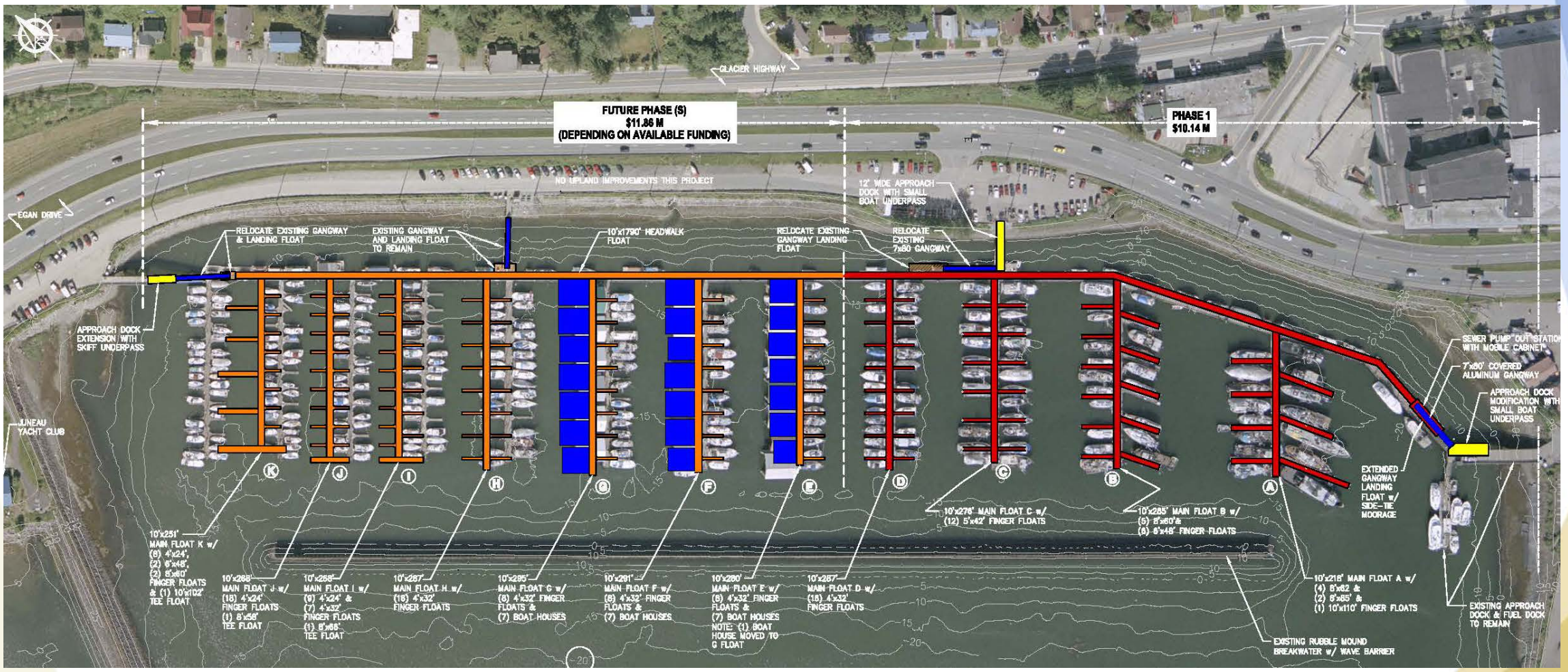
DARK LIGHT CURRENTLY PROVIDED- NOTE POSITION BEHIND PILING

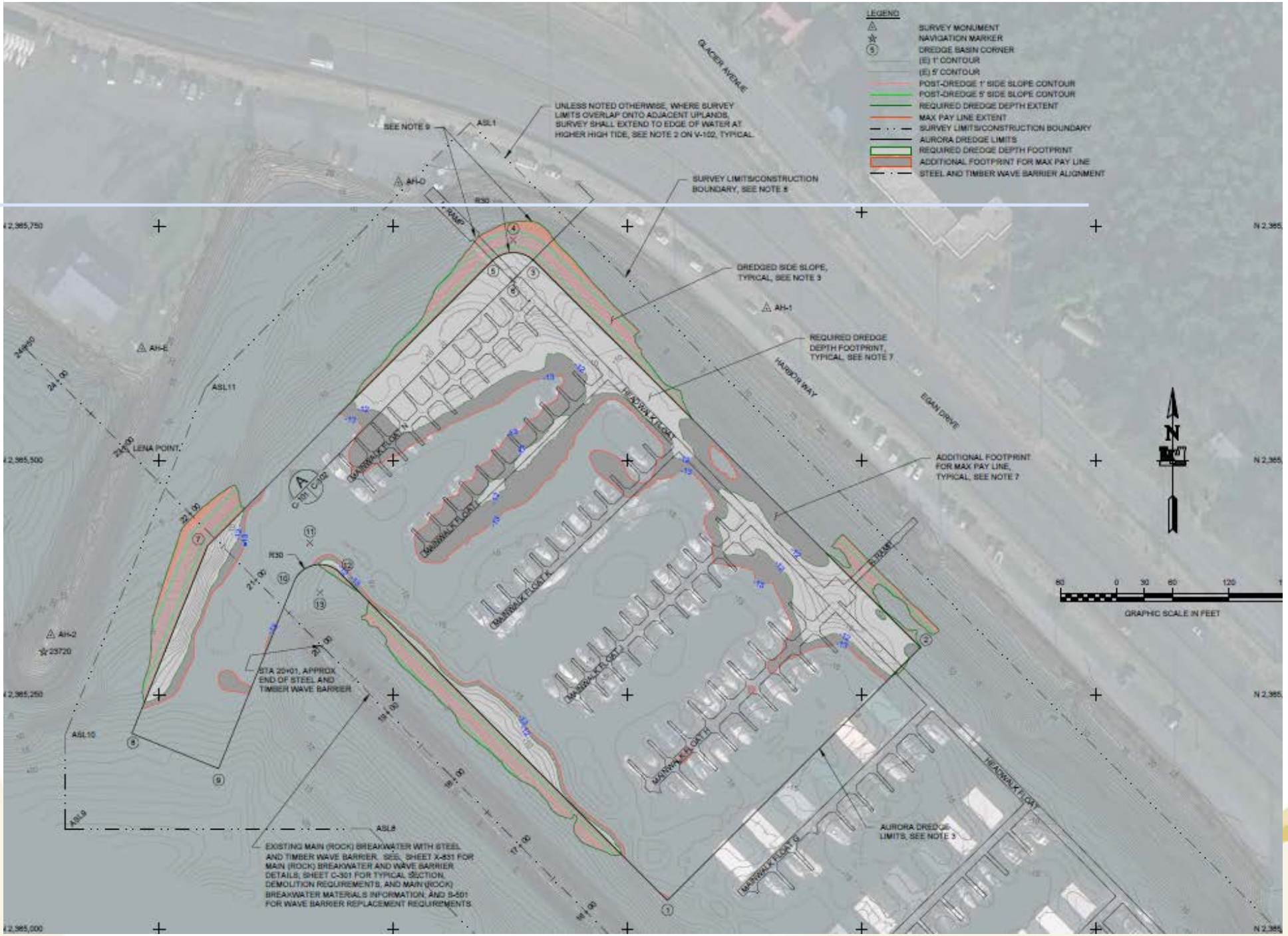
D

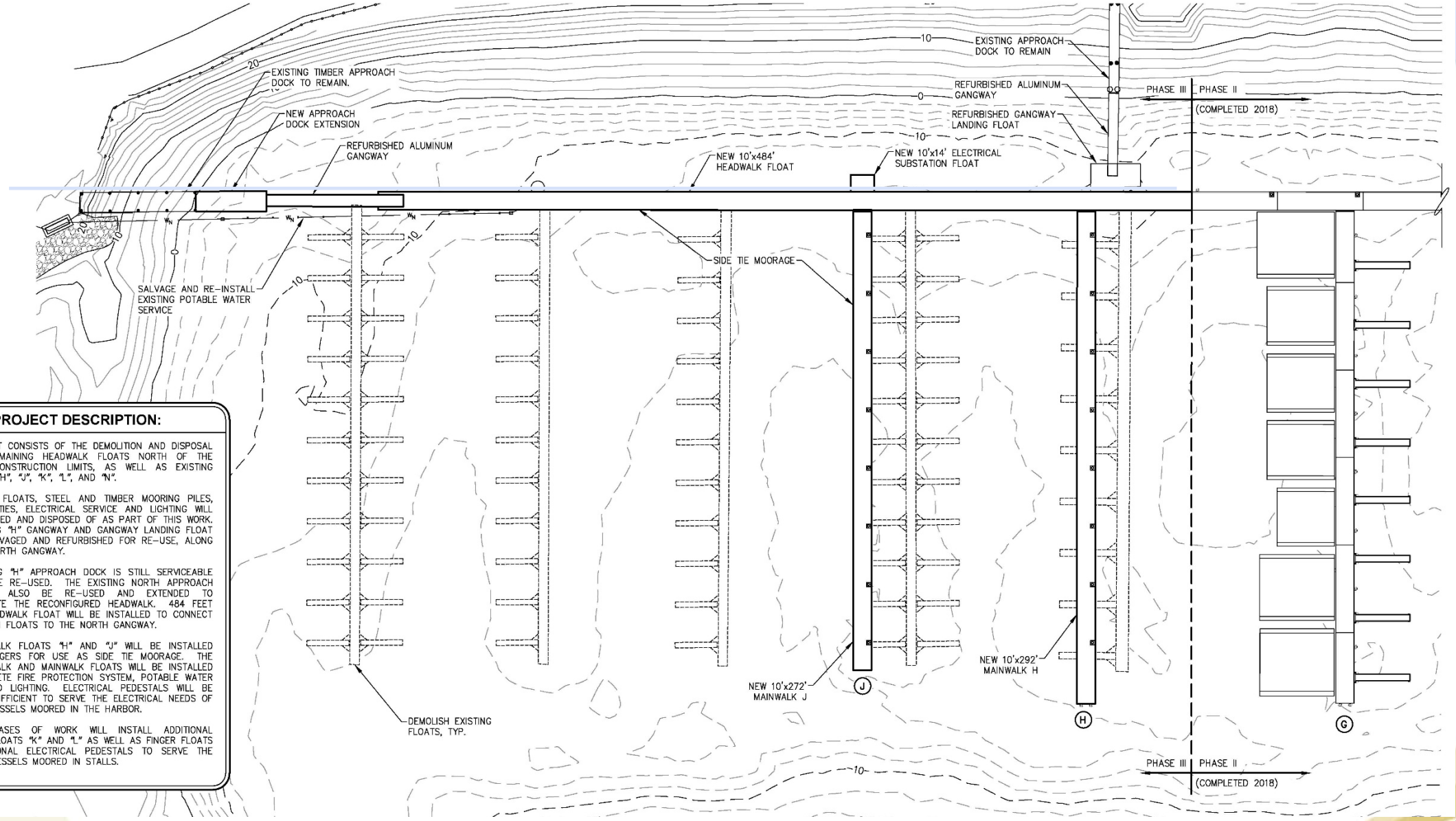
E

F

Aurora Harbor Ph III




LEGEND
SURVEY MONUMENT
NAVIGATION MARKER
DREDGE BASIN CORNER
(E) 1' CONTOUR
(E) 5' CONTOUR
POST-DREDGE 1' SIDE SLOPE CONTOUR
POST-DREDGE 5' SIDE SLOPE CONTOUR
REQUIRED DREDGE DEPTH EXTENT
MAX PAY LINE EXTENT
SURVEY LIMITS/CONSTRUCTION BOUNDARY
AURORA DREDGE LIMITS
REQUIRED DREDGE DEPTH FOOTPRINT
ADDITIONAL FOOTPRINT FOR MAX PAY LINE
STEEL AND TIMBER WAVE BARRIER ALIGNMENT
GLACIER AVENUE
UNLESS NOTED OTHERWISE, WHERE SURVEY LIMITS OVERLAP ONTO ADJACENT UPLANDS, SURVEY SHALL EXTEND TO EDGE OF WATER AT HIGHER HIGH TIDE, SEE NOTE 2 ON V-102, TYPICAL.
SEE NOTE 9
ASL1
AH-D
SURVEY LIMITS/CONSTRUCTION BOUNDARY, SEE NOTE 8
DREDGED SIDE SLOPE, TYPICAL, SEE NOTE 3
AH-1
REQUIRED DREDGE DEPTH FOOTPRINT, TYPICAL, SEE NOTE 7
HARBOR WAY
EGAN DRIVE
ADDITIONAL FOOTPRINT FOR MAX PAY LINE, TYPICAL, SEE NOTE 7
AH-E
ASL11
LENA POINT
AH-2
23720
STA 20+01, APPROX END OF STEEL AND TIMBER WAVE BARRIER
ASL10
ASL9
ASL8
EXISTING MAIN (ROCK) BREAKWATER WITH STEEL AND TIMBER WAVE BARRIER. SEE, SHEET X-431 FOR MAIN (ROCK) BREAKWATER AND WAVE BARRIER DETAILS; SHEET C-301 FOR TYPICAL SECTION, DEMOLITION REQUIREMENTS, AND MAIN (ROCK) BREAKWATER MATERIALS INFORMATION; AND S-501 FOR WAVE BARRIER REPLACEMENT REQUIREMENTS.
AURORA DREDGE LIMITS, SEE NOTE 3
HEADWALK FLOAT
GANGWAY
GRAPHIC SCALE IN FEET



PROJECT DESCRIPTION:

THE PROJECT CONSISTS OF THE DEMOLITION AND DISPOSAL OF THE REMAINING HEADWALK FLOATS NORTH OF THE PHASE II CONSTRUCTION LIMITS, AS WELL AS EXISTING MAINWALKS "H", "J", "K", "L", AND "N".

ALL FINGER FLOATS, STEEL AND TIMBER MOORING PILES, WATER UTILITIES, ELECTRICAL SERVICE AND LIGHTING WILL BE DEMOLISHED AND DISPOSED OF AS PART OF THIS WORK. THE EXISTING "H" GANGWAY AND GANGWAY LANDING FLOAT WILL BE SALVAGED AND REFURBISHED FOR RE-USE, ALONG WITH THE NORTH GANGWAY.

THE EXISTING "H" APPROACH DOCK IS STILL SERVICEABLE AND WILL BE RE-USED. THE EXISTING NORTH APPROACH DOCK WILL ALSO BE RE-USED AND EXTENDED TO ACCOMMODATE THE RECONFIGURED HEADWALK. 484 FEET OF NEW HEADWALK FLOAT WILL BE INSTALLED TO CONNECT THE PHASE II FLOATS TO THE NORTH GANGWAY.

NEW MAINWALK FLOATS "H" AND "J" WILL BE INSTALLED WITHOUT FINGERS FOR USE AS SIDE TIE MOORAGE. THE NEW HEADWALK AND MAINWALK FLOATS WILL BE INSTALLED WITH COMPLETE FIRE PROTECTION SYSTEM, POTABLE WATER SERVICE AND LIGHTING. ELECTRICAL PEDESTALS WILL BE PROVIDED SUFFICIENT TO SERVE THE ELECTRICAL NEEDS OF SIDE TIED VESSELS MOORED IN THE HARBOR.

FUTURE PHASES OF WORK WILL INSTALL ADDITIONAL MAINWALK FLOATS "K" AND "L" AS WELL AS FINGER FLOATS AND ADDITIONAL ELECTRICAL PEDESTALS TO SERVE THE NEEDS TO VESSELS MOORED IN STALLS.

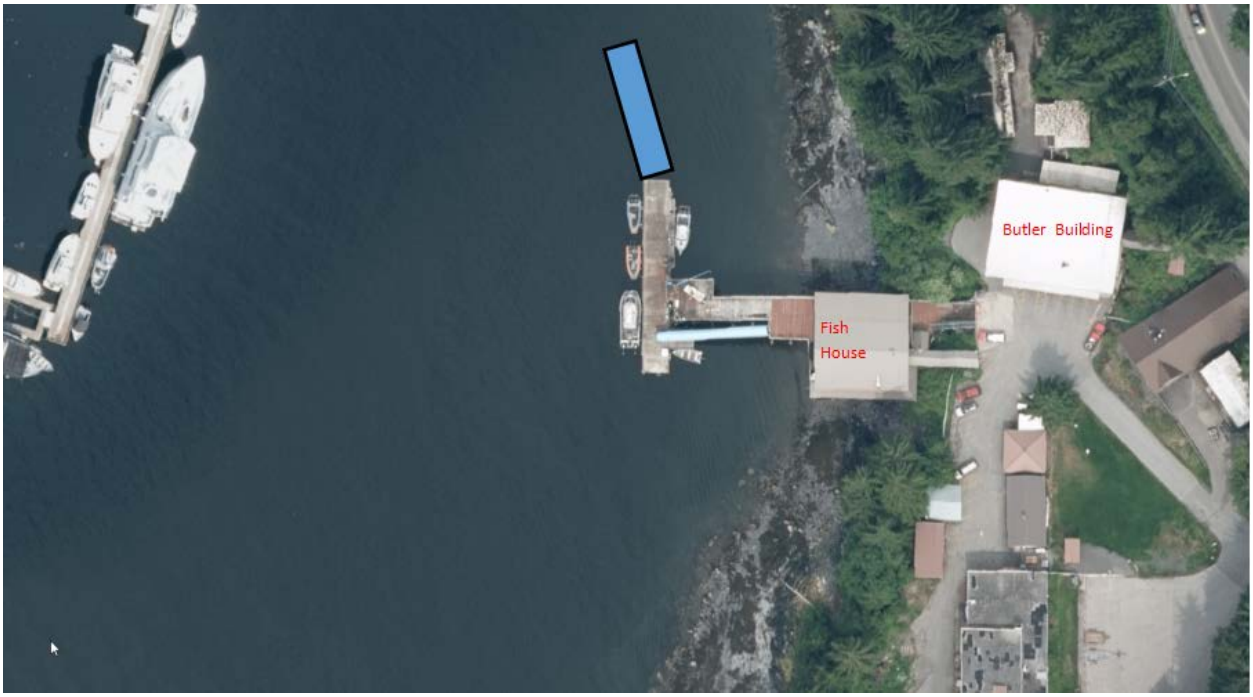
Western Marine Construction Schedule

- Breakwater Repairs
  - March 15th 2020 through early June 2020
- Dredging
  - October 2020 through January 2021

POTENTIAL LEASE OF ABMS FISH HOUSE TO ALASKA STATE TROOPERS
FEBRUARY 14, 2020

In January 2018, Docks & Harbors was conveyed 1.91 acres of the property known as the Auke Bay Marine Station resulting from the MARAD Port Conveyance Program. Since that time, we have actively been soliciting tenants to lease any portion of the complex. We were successful in efforts to bring the Alaska State Trooper vessel ENFORCER to Juneau (from Ketchikan) in 2018 and they have moored at the original 120 foot float at the facility. Through word of mouth and advertising through an RFI, Docks & Harbors efforts have not yielded an anchor tenant we had desired. It remains our vision that the eventuality of this parcel will result in a future portal to support the replacement of the aging Statter Harbor Breakwater.

Docks & Harbors staff met with Alaska State Troopers as early as 2017 with the concept of moving the Alaska Wildlife Troopers out to ABMS from their current facilities near DMV. Recent discussions with AST indicate a new desire to advance a plan for their use of the Fish House and storage in the Butler Building. Docks & Harbors staff believes having AST using the Fish House will add a level of security to the area as well better maintain the existing infrastructure by having a year-round tenant. In reviewing CBJ ordinance on leasing, there appears to be little guidance on leasing to other governmental agencies. CBJ Law has been consulted and will provide the requirements necessary for the Assembly to appropriately take action. It would appear to be prudent to prepare for the Assembly: (a) support from the Docks & Harbors Board to enter into lease negotiations; and, (b) to obtain lease rent appraisal for the property which AST would be interested in.



Fish House with gangway

Butler Building

85.02.060 - General powers. [Docks & Harbors Board]

(5) Administer and dispose of City and Borough tideland, submerged land, and other land as provided by the assembly by resolution as subject to docks and harbors board administration, subject to the following limitations:

(A) No sale, purchase, or trade of land shall be made without prior review by the assembly lands committee and approval by the assembly by resolution.

(B) Unless otherwise designated in advance by the assembly by resolution, any lease of land shall be limited to marine-related uses, and those uses accessory to tenancy on the boat harbor or use of the port.

(C) All land transactions by the board in accordance with this section shall be consistent with the land management plan developed under CBJ 85.02.063.

(i) Land shall be leased as provided in title 53, provided that the provisions of section 53.20.020 relating to a declaration of availability and identification in the land management plan shall not apply.

(ii) For purposes of applying title 53 pursuant to this subsection (C), any action required by title 53 of the manager may be performed by the port director.

53.09.200 - General.

(a) Methods of disposal. City and Borough land may be conveyed by lottery, auction, over-the-counter sale, negotiated sale, sealed bid, land exchange, or other methods as the assembly may approve by ordinance.
(b) Inclusion in Land Management Plan. Except for property acquired by tax foreclosure or reconveyance agreement, real property should not be conveyed prior to inclusion in a land management plan.
(c) Satisfaction of CBJ 53.09.260(a). Real property recommended for negotiated sale in management plan adopted by the Assembly not more than two years prior to commencement of negotiations for a negotiated sale shall be deemed to have satisfied CBJ 53.09.260(a) Sales, leases, and exchanges by negotiation or competitive proposal.
(d) Ordinance. Terms and conditions for each land sale shall be approved by the assembly by ordinance.
(e) Sale price. Except as provided in CBJ 53.09.270, Disposals for public use, the sale price for City and Borough land shall not be less than market value as determined by the manager.
(f) Sales brochure. The manager shall prepare, and make available to the public, a sales brochure detailing the terms and conditions of sale for competitive land sales.
(g) Qualification. To qualify for a land sale, the applicant must be an individual 18 years of age or older at the time of registering for the sale or a business, licensed to conduct business in the State of Alaska. No person or business entity may apply for, or purchase, a parcel offered for sale if he or she has defaulted on a prior purchase of City and Borough property within the five years preceding the proposed sale. To qualify for a parcel, the registrant or authorized agent must be present at the lottery, auction, bid opening, or over-the-counter sale.
(h) Agent. An agent participating for another person or entity shall identify himself or herself as an agent, submit a written agency agreement, power of attorney, or other document showing the agent's authority, and shall identify the agent's principal. This information shall be available to the other participants.
(i) Disqualification. The manager may disqualify from participating in a land sale conducted under CBJ 53.09.210—53.09.250 lottery, auction, over-the-counter and sealed bid sales, any person who willfully violates the provisions governing bidder, applicant, or purchaser qualifications.
(j) Public notice and marketing. Not less than 45 days before the date of a land lottery, auction, sealed bid opening, or the commencement date of an over-the-counter sale, the manager shall place an advertisement providing notice and a description of the sale in a newspaper of general circulation in the municipality, which shall run one day per week for at least four consecutive weeks. The manager may use whatever additional advertising media, format, or frequency he or she determines will best inform the public of the sale and most advantageously market the property.

Whereas, under Title 85 of the City and Borough code, Docks & Harbors is responsible for the operation, development and marketing of municipally owned and operated port and harbors, including such facilities as boat harbors, docks, ferry terminals, boat launching ramps, and related facilities except as designated by the assembly by resolution; and,

Whereas, Docks & Harbors manages a year-round reservation system for large commercial vessels, yachts and fishing vessels at the Intermediate Vessel Float and along the Statter Harbor Breakwater in Auke Bay; and,

Whereas, during the summer months, the linear foot capacity at the Intermediate Vessel Float often is exceeded by the demand from small cruise ships, yachts, large pleasure crafts and commercial fishing vessels; and,

Whereas, Goldbelt Inc owns and operates the float at the Seadrome Dock and manages a float facility along the Merchant's Wharf; and,

Whereas, Docks & Harbors staffing, with demonstrative experience in reservation management, has the capacity to maximize vessel assignments throughout the downtown waterfront; and,

Whereas, Docks & Harbors, as an enterprise, is to be operated and financed in a manner similiar to private business with the intent of the governing body to provide goods and services to the general public on a continuing basis to be recovered through user charges; and,

Whereas, Goldbelt Inc has signaled interest in developing a business plan in which Dock & Harbors could collectively manage the reservations of the publicly owned Intermediate Vessel Float and the privately owned Seadrome Dock with adjoining Merchant's Wharf Float for the 2020 summer season; and,

Whereas, Docks & Harbors views the synergistic opportunity to place the downtown reservation system under a single organization as a financial benefit to the City & Borough of Juneau, administrative personnel cost saving to Goldbelt Inc and greater customer service to mariners desiring downtown moorage.

Therefore, the City & Borough of Juneau Assembly authorizes Docks & Harbors, for the 2020 season, to perform downtown reservations to include moorage services for the privately owned Seadrome Dock and adjoining Merchant's Wharf float, as negotiated between the Goldbelt Chief Executive Officer and the CBJ Port Director.

REQUEST FOR PROPOSALS

RFP DH20-037

PROFESSIONAL DESIGN SERVICES
for
CRUISE SHIP DOCK ELECTRIFICATION STUDY

Issued By: Carl J Uchytil
Carl J Uchytil, Port Director

Date: February 27th, 2020

PROFESSIONAL DESIGN SERVICES
for
CRUISE SHIP DOCK ELECTRIFICATION STUDY
DH20-037

SCOPE AND INTENT: The City and Borough of Juneau (CBJ) Docks and Harbors (D&H) is requesting proposals from qualified consultants to provide professional design services to address the CBJ Assembly goal of a sustainable community. Specifically, *that Juneau will maintain a resilient social, economic, and environment habitat for existing population and future generations*. The increased number of cruise ship visitations may adversely impact and potentially degrade Juneau's air quality. Docks and Harbors intends to address efforts necessary to reduce carbon emissions and provide world-class moorage to industry users. This study would advance efforts of the November 2016 *Shore Tie Power Feasibility Study Report* to develop the fiscal and operational need with a holistic plan to enable the cruise ship industry to thrive in a sustainable manner in Juneau.

The desired services would: revalidate the efforts of the *2016 Shore Tie Power Feasibility Study*; develop conceptual plans, options and cost estimates to add electrical service to the two CBJ owned dock facilities; consult with the local electrical utility company to evaluate and estimate what impact additional cruise ship berth electrical connections would have to the Juneau rate payers; evaluate opportunities to reduce the carbon output of cruise ships moored in Juneau Harbor; based on the existing mooring configuration consult with the cruise ship industry to determine shore-side standardization connections to provide the industry with the most versatile electrical connection; and, consult as practicable with the design team planning infrastructure investment at the Sub-Port Lot to determine the viability and financial risk of providing power at potentially four large cruise ship docks. The work may be phased to accommodate a time-line dependent upon available funding. Upon receipt of the final deliverable, D&H may elect to amend the scope of services to include planning, permitting through final design and construction documents of specific elements including Bidding, Construction Administration, Inspection, and other related services.

DOCUMENTS: Request for Proposal (RFP) documents may be obtained from the CBJ Port Director's Office, 76 Egan Drive, Juneau, AK 99801, telephone (907) 586-0292. Documents may also be obtained on-line at: http://www.juneau.org/harbors/proposed_regulations.php. Proposers are encouraged to register as a plan holder to assure notification of addenda or other information regarding this RFP.

QUESTIONS REGARDING THIS RFP: Teena Larson, Administrative Officer, is the sole point of contact for all issues pertaining to this RFP (phone (907) 586-0292, fax (907) 586-0295, e-mail teena.larson@juneau.org). No oral interpretations concerning the RFP will be made to any person. Requests for interpretation must be made in writing and delivered, sent by fax, or e-mailed to CBJ Docks and Harbor at least four (4) days prior to submittal deadline.

PRE-PROPOSAL CONFERENCE: A non-mandatory pre-proposal conference about the scope and process will be held at 10:00 a.m. Tuesday, March 31st, 2020 in the CBJ Municipal Building Room 224 at 155 South Seward Street, Juneau, Alaska. Persons interested in submitting proposals are encouraged to attend. Conference call capability may be available for the Pre-Proposal Conference. Proposers intending to participate via teleconference shall notify the Port Director's Office, at (907) 586-0292 prior to the meeting.

DEADLINE FOR PROPOSALS: Six (6) copies of the proposal, in a sealed envelope, will be **received until 2:00 p.m., Alaska Time on Tuesday, May 19th, 2020**, or such later time as the Port Director may announce by addendum to holders of the RFP documents at any time prior to the submittal date. Late proposals will not be accepted and will be returned unopened. Faxed or e-mailed proposals will not be accepted.

Please affix the label below to outer envelope in the lower left hand corner.

IMPORTANT NOTICE TO PROPOSER		
To submit your Proposal: **1.** Provide your company name and address on the upper left corner of your envelope. **2. COMPLETE THIS LABEL AND PLACE IT ON THE LOWER LEFT CORNER OF YOUR ENVELOPE.**		
S E A L E D	**Proposal Number: RFP DH20-xxx** **Project: Cruise Ship Dock Electrification Study** **DEADLINE DATE:** _____ **PRIOR TO 2:00PM ALASKA TIME**	**R F P**

Proposal documents delivered in person or by courier service must be delivered to:

PHYSICAL LOCATION:
City and Borough of Juneau
Docks and Harbors – Port Director's Office
Second Floor – Seadrome Building
76 Egan Drive
Juneau, AK 99801

NOTE: Mailing/delivery times to Alaska may take longer than other areas of the U.S.

Proposal documents delivered by the U.S. Postal Service must be mailed to:

Professional Design Services for
Cruise Ship Dock Electrification Study
DH20-037

MAILING ADDRESS:

City and Borough of Juneau
Port Director's Office
Docks and Harbors
155 South Seward Street
Juneau, AK 99801

The CBJ Docks and Harbors phone number is (907) 586-0292 and fax number is (907) 586-0295.

TABLE OF CONTENTS

1.0 GENERAL INFORMATION
- 1.1 Purpose
- 1.2 Background
- 1.3 Project Description
- 1.4 Scope of Services
- 1.5 Schedule of Work
- 1.6 Questions
- 1.7 Standard Contract Language
- 1.8 Contract Terms

2.0 RULES GOVERNING COMPETITION
- 2.1 Pre-Proposal
- 2.2 Proposal Development

3.0 PROPOSAL CONTENT REQUIREMENTS
- 3.1 Title Page
- 3.2 Table of Contents
- 3.3 Letter of Transmittal
- 3.4 Scope of Services and Work Plan
- 3.5 History and Experience
- 3.6 Proposer's Organization and Personnel Qualifications
- 3.7 Firm's Fee Schedule
- 3.8 Licenses

4.0 EVALUATION OF PROPOSALS
- 4.1 Criteria
- 4.2 Evaluation Process
- 4.3 Evaluation Data

5.0 SELECTION AND AWARD

6.0 INSURANCE REQUIREMENTS

7.0 JUNEAU PROPOSER POINTS

8.0 PROTESTS

9.0 JUNEAU BUSINESS SALES TAX AND PERSONAL PROPERTY TAX

PROPOSAL EVALUATION FORM

ATTACHMENTS
- A. CBJ Docks & Harbors Managed Properties Map
- B. Sample CBJ Professional Services Contract

1.0 GENERAL INFORMATION

CBJ Docks and Harbors (D&H) is requesting proposals for professional design services. This Request for Proposals (RFP) defines the scope of the requested services, explains the procedures for selecting a firm to provide the requested services, and defines the documents required to respond to the RFP.

Late proposals will not be accepted and will be returned unopened. CBJ Docks and Harbors reserve the right to reject any or all proposals.

1.1 PURPOSE

The purpose of this document is to solicit proposals from qualified consultants to evaluate options and advance efforts to reduce the carbon footprint of cruise ships moored in Juneau Harbor. The intent of this proposal would include a comprehensive look at various elements required to expand electrical power service to one or more large downtown docks. The planning effort will also coordinate with the electric utility to understand the potential impacts of future development of electrification within the Juneau Harbor on electrical rate payers.

The successfully selected consultant would develop conceptual plans to deliver the necessary infrastructure to the Alaska Steamship and Cruise Ship Terminal Docks as envisioned the construction of the 2017 of the New Cruise Ships Berth project. This will also require coordination with cruise line customers to best develop a future layout which will maximize the use of the proposed connections. In addition, the consultant will provide detailed and thorough evaluation of the existing electrical demands in Juneau and estimate impacts to the community should electrical service be provided to up to three additional Very Large Cruise Ships (VLCS).

The contract resulting from this RFP may be amended to include design, permitting, bidding assistance; construction administration; inspection services; and other related services deemed necessary for this project.

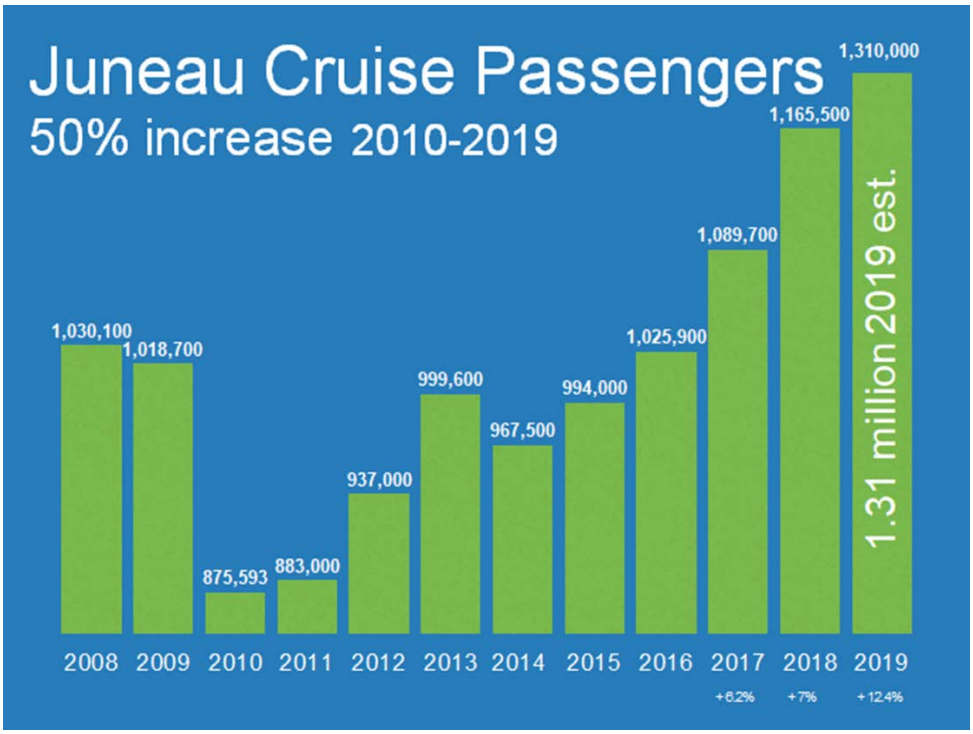
1.2 BACKGROUND

Juneau is Alaska's Capital City. The City and Borough of Juneau (CBJ) municipal offices are located at 155 South Seward Street, Juneau, Alaska 99801. The Port Director's Office is located on the 2nd floor of the Seadrome Building at 76 Egan Drive, Juneau, Alaska 99801.

The Port of Juneau hosts in excess of 1.3 million cruise ship passengers annually from large vessels. Cruise ships make calls at four permanent berths and one at-anchor position. Two cruise ship berths are owned by the City and Borough of Juneau and managed by Docks & and Harbors, an enterprise of CBJ. Two cruise ship berths are under separate private ownership, with one,

Franklin Street Dock currently capable of providing electrical service to cruise ships as an interruptible utility customer.

Cruise Ship Passenger Visits to the Port of Juneau



May 2017 saw the final completion of two new publically owned floating berths in downtown Juneau to serve newer and larger cruise ships. Upon completion of the new floating berths, a planning study was commissioned by D&H for the area from Marine Park to Taku Dock. This study resulted in development of the Archipelago Property, the last vacant parcel in this stretch of waterfront. The $12.4M public deckover and bus staging area is anticipated to be completed in September 2020. In similar form to providing conduit for the new cruise ship berths, conduit and vaults are being added to the public portion of the Archipelago project to be ready to support bus charging stations when those vehicles begin to deploy in Juneau.

With the increase of the number of ships calling on Juneau and with infrastructure improvement either underway or planned, it is appropriate to evaluate efforts for sustainability improvements and carbon emission reductions.

1.3 PROJECT DESCRIPTION

The project area is located within the City & Borough of Juneau. Attachment A provides a map from the 2016 *Shore Tie Power Feasibility Study Report* showing the two city owned cruise ship docks and proposed location for uplands

electrical infrastructure.

The intent of this RFP is to review/validate previous work and develop conceptual plans, cost estimates and ancillary consulting services to assist CBJ in determining the most appropriate actions to reduce the Port of Juneau's carbon footprint and build sustainable facilities.

1.4 SCOPE OF SERVICES

The Consultant shall provide professional services to study, evaluate and design facilities for consideration by Docks & Harbors. D&H may, at its own discretion, extend the master planning effort to include additional design level efforts, permitting, cost estimating, construction documents, as well as scheduling and construction phasing recommendations.

It is anticipated that D&H will negotiate fees with the selected consultant to develop elements to assist D&H in the following:

- Confirmation of electrical plans established in the 2016 *Shore Tie Power Feasibility Study Report* and review of as-builts drawings of New Cruise Ship Berth Project.
- Detailed engineering analysis of cruise ship vessels, regularly calling on Juneau, to determine the most versatile shore-side power connections to meet the suite of vessel options.
- Cost estimates for construction of electrical infrastructure necessary to deliver power to the Alaska Steamship and/or Cruise Ship Terminal Docks.
- Consultation with the design team of the Sub-Port Lot development to ascertain impacts of respective electrification projects under consideration.
- Development of conceptual drawings, up to 35% Design efforts, of electrical infrastructure necessary to deliver power to Alaska Steamship and/or Cruise Ship Terminal Docks.
- Coordinate with the electric utility to evaluate/estimate impacts on Juneau ratepayers, under various scenarios, of electrification to one or more cruise ship docks.
- Coordinate with the electric utility to evaluate and recommend a rate structure which D&H can impose on cruise ships connecting to shore power using publicly provided infrastructure if D&H is the electric customer.
- Evaluate or approximate the cost impact to cruise lines when using shore side provided electrification over self-generated power while moored in Juneau.
- Evaluate or approximate air quality improvement anticipated in the Juneau downtown vicinity, if Alaska Steamship or Cruise Ship Terminal Docks were provided with shore power opportunities.

The scope of services is anticipated will include but not limited to the following milestones/deliverables:

- Meeting with Docks & Harbors Staff

- Meeting with cruise ship operators, coordinated by D&H Staff
- Meeting with local electric utility, coordinated by D&H Staff
- Meeting with Sub-Port Lot design & planning team, coordinated by D&H Staff
- Meetings with up to three potential independent power producers, coordinated by D&H Staff
- Presentation to Docks & Harbors Board
- Presentation to CBJ Assembly

The product of the Consultant's work will be phased and managed as specific milestones/deliverables are achieved. Future design elements, bidding assistance, construction administration, and inspection services may be amended to the contract if desired by the Port Director as result of final deliverables.

1.5 SCHEDULE OF WORK

The schedule for specific elements of the project will be determined based upon contract award. It is anticipated and desired by D&H to receive the final deliverable within 9 months of Notice to Proceed.

A tentative schedule should be proposed in the RFP that would result in the desired timeline as identified above. The Consultant shall propose a schedule of work that identifies tasks necessary to accomplish the work.

The Consultant should anticipate a notice of selection for professional services not later than June 1st, 2020.

1.6 QUESTIONS

Questions regarding this proposal should be directed to:

Teena Larson, Administrative Officer
City and Borough of Juneau
Docks and Harbors
76 Egan Drive, 2nd Floor
Juneau, Alaska 99801

Phone: (907) 586-0292
Fax: (907) 586-0295
E-mail: teena.larson@juneau.org

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

1.7 STANDARD CONTRACT LANGUAGE

Attached to this RFP is a CBJ standard contract sample (Attachment B) which should be carefully reviewed by proposers, as it is the form of agreement that the CBJ intends the selected consultant to sign in the event of acceptance of its proposal.

1.8 CONTRACT TERMS

It is anticipated that this RFP would result in a contract for professional services. Fees would be negotiated and result in a lump sum and/or a not-to- exceed time and materials contract. The contract fees will be based on the proposed billing rates for the life of the contract, unless adjustments are approved in writing by CBJ.

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. It is the sole responsibility of the proposer to assure they are in receipt of any and all addenda.

2.2 PROPOSAL DEVELOPMENT

2.2.1 General

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 Docks and Harbors. One copy will be retained for the official files of the CBJ Docks and Harbors and will become public record after signing a contract with the successful Proposer. CBJ Docks and Harbors will not return proposals to the Proposer. CBJ Docks and Harbors reserves the right to reject any or all proposals.

2.2.2 Proposal Submission Process

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 Docks and Harbors 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.

All proposals must be signed. Proposals must be received in the number of copies stated in the RFP no later than the date and time specified in the cover sheet or issued addenda. All copies of the proposals must be

under sealed cover and plainly marked. Proposals not received by the date and time specified in the cover sheet will not be considered.

3.0 PROPOSAL CONTENT REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability for the Selection Committee, proposals should be organized in the manner specified below:

3.1 TITLE PAGE

Show the RFP subject and contract number; the name of the firm; address; telephone numbers; name of contact person; and date of submission.

3.2 TABLE OF CONTENTS

Clearly identify the materials by section and page number.

3.3 LETTER OF TRANSMITTAL

Limit to one (1) or two (2) printed pages.

3.3.1 Briefly state your firm's understanding of the proposal requirements and summarize your capability to meet same.

3.3.2 Give names of the person(s) who will be authorized to represent your firm, their title(s), address (es) and telephone number(s).

3.3.3 The transmittal letter must be signed by a corporate officer who has authority to bind the firm. Name and title of the individual signing the proposal must be printed below or adjacent to the signature.

3.3.4 Acknowledge receipt of all addenda. Failure to acknowledge addenda may result in the proposal being considered non-responsive and subject to rejection.

3.4 SCOPE OF SERVICES AND WORK PLAN

3.4.1 Discuss the Scope of Services and how the firm will provide the desired services. Include a statement of approach and methodology for accomplishing the requested services.

3.4.2 Provide a work plan, which includes a proposed project schedule. This schedule should identify major tasks and critical components of the project. If the Consultant’s team anticipates delays or problems with the design schedule, describe these issues in detail.

3.4.3 Discuss the incorporation of this project into the firm’s current workload and the ability of the Consultant’s team to meet the project schedule. Provide a staff schedule, identifying primary personnel and sub-consultants and their proposed work schedule during different phases of

the project. How much priority can/will this project be given?

3.5 HISTORY AND EXPERIENCE

3.5.1 Provide company names, individual contacts, and telephone numbers of references for at least three recent projects similar in scope and scale to the project subject of this RFP.

3.5.2 Provide general background information on the firm including specialized experience, capabilities, and unique qualifications in the field. This should include information outlining the firm's experience in the specific professional services requested. Provide examples of projects that demonstrate unique, well planned, and executed solutions to program, budget, and design challenges.

3.5.3 Provide information to establish a high level of client satisfaction for the firm's previous work with CBJ, other government agencies, and private clients.

3.5.4 Provide information that demonstrates the ability of the firm to deliver design services that result in project construction within established budget and on schedule.

3.5.5 Provide information that demonstrates ability of firm to negotiate and secure federal, state, and local permits for projects of the scope and scale of the subject project.

3.6 PROPOSER'S ORGANIZATION AND PERSONNEL QUALIFICATIONS

3.6.1 Describe the organizational structure of the Consultant team for this project with an organizational chart or other diagrammatic explanation.

3.6.2 Specify the project manager and other key personnel who will be directly providing services for CBJ Docks and Harbors in various areas of the described project and state their position, role, and responsibility. Thenames, titles and resumes of listed personnel should be provided. Please indicate the experience of each member specifically as it applies to this type of project.

3.6.3 Describe quality control and quality assurance measures that the firm would use in the development of design documents for this project.

3.7 FIRM'S FEE SCHEDULE

3.7.1 Include a fee schedule of hourly rates of pay for firm principals; project managers; and other key personnel who will be directly providing services on this project relative to the proposed tasks to accomplish the Scope of Services. For clarity the fee schedules shall identify the key personnel proposed for the project, their role and their pay rate. Include mark-up rates for sub-consultant work and list typical reimbursable expenses including mark-ups. Hourly rates shall include all markups and multipliers. Hourly rates shall remain in effect for the life of the contract with no increase unless agreed to by CBJ. Rates will not be evaluated but will be

the basis for contract negotiation.

3.8 LICENSES

3.8.1 Professional registration (Engineer/Architect) 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), as well as the professional stamping the work, must be in responsible charge of this project.

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 business, corporate, professional occupational, and any other necessary licenses/certificates are currently held. License/certificate numbers must be provided.

4.0 EVALUATION OF PROPOSALS

4.1 CRITERIA

Proposals will be evaluated and scored, using the criteria on the Proposal Evaluation Form, found at the end of this document, in order to ascertain which proposal best meets the needs of CBJ Docks and Harbors. The items to be considered during the evaluation are explained below at Section 4.3 Evaluation Data. The associated point values are included on the Proposal Evaluation Form.

4.2 EVALUATION PROCESS

Evaluation of the written proposals will be performed by a committee selected by the Port Director. Written proposals will be the primary basis for selection of the consultant team, unless the selection committee determines that oral interviews are necessary.

If oral interviews are used, the selection committee will prepare a “short list” of at least two finalists, who will then be invited to attend oral interviews in Juneau. Finalists will be notified and informed of specific interview requirements and procedures prior to the oral interview. Proposers will be allowed a maximum of three team members to participate in the interview process.

Oral interviews, if used, will be scored and ranked independently of the written

proposal and will determine the outcome of the RFP process.

4.3 EVALUATION DATA

The Evaluation Data discussed below is presented in an effort to delineate what criteria will be used to score proposals. Please do not include a separate section in your proposal for Evaluation Data. 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.

4.3.1 Proposed Method to Accomplish the Project

Work Schedule and methodology will be evaluated according to completeness and pertinence of the tasks submitted by the Proposer, as well as the logic of the overall approach. The proposal should show interest and insight about the specific project.

4.3.2 Capacity of the Firm

Evaluation will be made on the Proposer's ability to perform the desired services within the established schedule.

4.3.3 Past Record of Performance

Evaluation of the Proposer's experience with the CBJ, other governmental agencies and private industry will be made. Detailed references including companies, specific contact persons and their phone numbers and locations should be provided.

Specific attention will be paid to the following items:

a. Monitors and maintains project schedules.
b. Establishes overall project success through close coordination with all parties.
c. Controls construction budgets, maintaining best interests of Owner.
d. Delivers high quality services within established budgets.
e. Ability to negotiate and secure federal, state, and local permits.

4.3.4 Firm's Experience with Similar Projects

Evaluation will include assessment of experience with projects of similar scale and scope. The proposal should succinctly describe these projects.

4.3.5 Firm's Representation

The proposal should specify readily available personnel to accomplish the desired services. The level of involvement should be displayed in a way which is consistent with the scale of the project.

Consideration will be given to the following:

a. Schedule of availability of personnel who will work on the project.
b. Scale of involvement is appropriate to the project.

4.3.6 Proposer's Organization and Personnel Qualifications

Evaluation will be made of the Proposer's organization and the ability of the personnel who will provide the equipment, technical, and supervisory assistance requested.

4.3.7 Quality of Proposal

Evaluation will include the clarity and professional quality of the document(s) submitted. Consideration will be given to the following:

a. Is the proposal clear and concise?
b. Is the proposal responsive to the needs of the project?

4.3.8 Juneau Proposer According to Section 7.0

Juneau proposer points will be given if the Prime Consultant meets Juneau Proposer requirements as stipulated in Section 7.0 - Juneau Proposer Points.

5.0 SELECTION AND AWARD

An evaluation committee will review, evaluate, score, and rank proposals in accordance with criteria identified in Section 3 and the Evaluation Form. Each member of the Selection Committee will independently score the proposals. Each member's scores, as they relate to the group of proposals, are then ranked. The proposal receiving the highest score is given a ranking value of "one", the second highest scored proposal receives a ranking of "two", and so on. The scores and rankings of each evaluation committee member will be checked for accuracy and combined to form a composite ranking.

The Proposer with the lowest composite numerical rank will be declared the apparent successful proposer. In the event of a tie in the ranking totals, the raw scores of the Proposers who are tied will be totaled to determine the successful Proposer. If oral interviews are used, the successful proposer will be chosen as provided in Section 4.2 of this RFP.

After the protest period, the successful Proposer will be invited to enter into contract negotiations with the CBJ. If negotiations are unsuccessful, discussions with the lowest ranked Proposer will be terminated and the second lowest ranked Proposer may be contacted for negotiations.

Award of contract, if made, will be to the responsible Proposer selected in accordance with the criteria described in Section 4 of this RFP, and whose final

proposal and fee is accepted by the CBJ. The CBJ reserves the right to award the contract to the successful firm without further discussion.

6.0 INSURANCE REQUIREMENTS

The insurance requirements for this project are specified in Sample Contract (Attachment E).

7.0 JUNEAU PROPOSER POINTS

Juneau Proposer points shall be awarded if the Proposer is determined to be a "Juneau proposer" meeting the criteria of CBJ's Purchasing Ordinance 53.50, section 53.50.010. CBJ Ordinance 53.50 can be viewed electronically at the following internet address: http://www.juneau.org/law/code/purchasing.pdf. A paper copy of the CBJ Purchasing Ordinance is available upon request from CBJ Docks and Harbors.

8.0 PROTESTS

The protest period begins with the posting of a notice of apparent successful proposer, in the Port Director's Office, and expires at the close of the next business day.

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 CBJ Docks and Harbors and can be viewed electronically at the following Internet address: http://www.juneau.org/law/code/purchasing.pdf.

9.0 JUNEAU BUSINESS SALES TAX AND PERSONAL PROPERTY TAX

Vendors/merchants conducting business within the CBJ are required by law to register with, and periodically report to, the CBJ regarding sales and property taxes. Vendors/Merchants must be in good standing for all amounts owed to the CBJ prior to award and prior to any contract renewal and, in any event, no later than five business days following notification by the CBJ of intent to award or renew.

Good standing means all amounts owed to the CBJ are paid in full, including any Confession of Judgments, and the proposer is current in reporting sales tax filings and business personal property declarations. Failure to meet these requirements, if so subject, shall be cause for rejection of your proposal and/or contract renewal. To determine if your business is in good standing, or for further information, contact the CBJ Finance Department, Sales Tax Division, at (907) 586-5265 concerning sales tax and the Treasury Division at (907) 586-5268 concerning business personal property and real property tax.

PROPOSAL EVALUATION FORM

PROPOSER: _____

SCORED BY: _____ **DATE:** _____

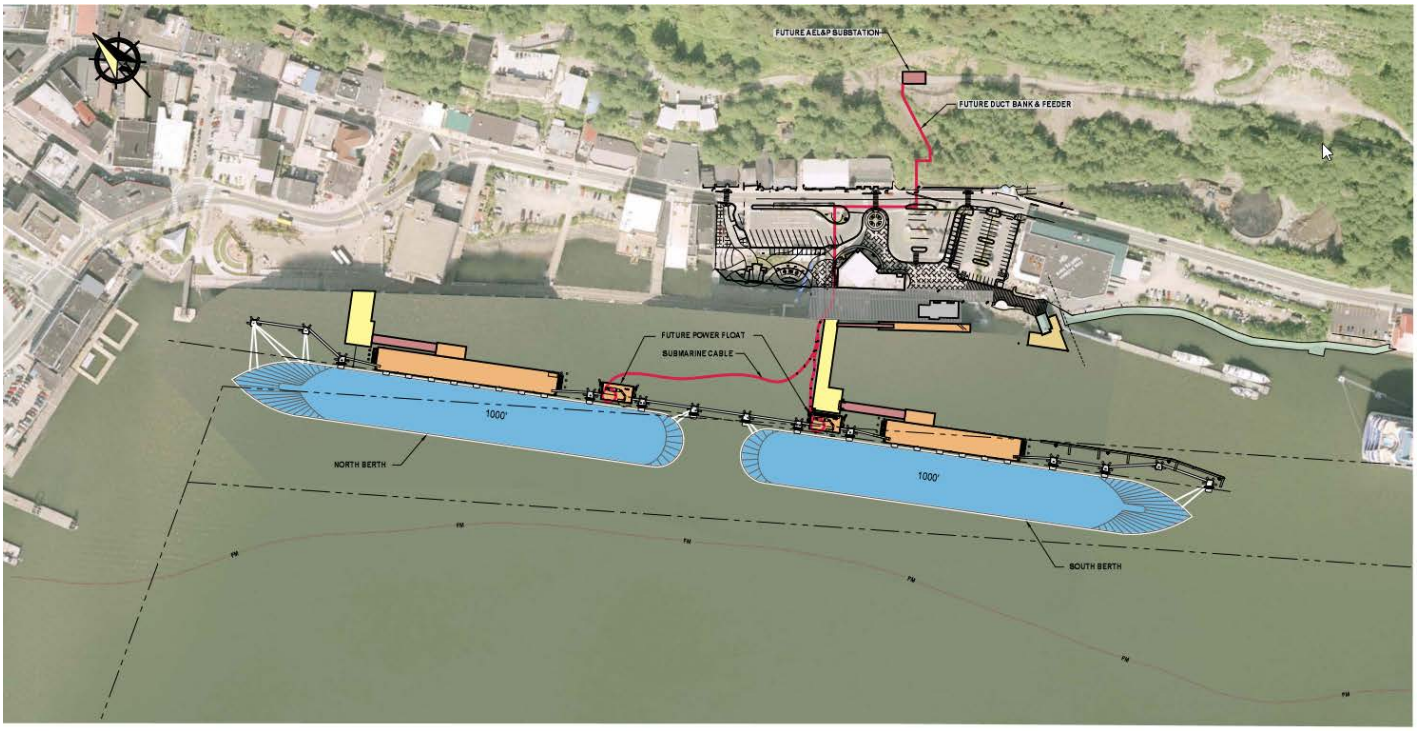
		Points Possible	Score
4.3.1.	Proposed Method to Accomplish the Work	0 – 30	
4.3.2.	Capacity of Firm	0 – 20	
4.3.3.	Past Record of Performance		
	a. Monitors and maintains project schedules.	0 – 10	
	b. Establishes overall project success through close coordination with all parties.	0 – 10	
	c. Controls construction budgets, maintaining best interests of Owner.	0 – 10	
	d. Delivers high quality services within established budgets.	0 – 10	
	e. Ability of firm to secure federal, state, and local permits	0 - 10	
4.3.4.	Firm's Experience with Similar Projects	0 – 20	
4.3.5.	Firm's Representation		
	a. Schedule of availability of personnel.	0 – 20	
	b. Scale of involvement is appropriate to the project.	0 – 20	
4.3.6.	Proposer's Organization and Personnel Qualifications	0 – 20	
4.3.7.	Quality of Proposal		
	a. Is proposal clear and concise?	0 – 10	
	b. Is proposal responsive to the needs of the projects?	0 – 10	
		Subtotal (Max 200)	

The Port Director will assign points for criterion 4.3.9. below.

4.3.8.	Juneau Proposer (according to SECTION 7.0).	0 or 10	
	TOTAL POINTS	**(Max 210)**	
	INDIVIDUAL RANKING		

Attachment A

Project Area



Alaska Steamship and Cruise Ship Terminal Docks

PORT OF JUNEAU CRUISE SHIP BERTHS SHORETIE POWER STUDY FEASIBILITY STUDY REPORT -2016

https://beta.juneau.org/harbors/project-archive/entry/46263

Attachment B

Sample CBJ Professional Services Contract

Port of Juneau

155 S. Seward Street • Juneau, AK 99801
(907) 586-0292 Phone • (907) 586-0295 Fax

Professional Design Services Term Contract
Contract No. RFP DH19-036
Company Name

This Agreement is entered into by and between the City and Borough of Juneau, Alaska ("CBJ"), and_____whose address is,_____ ***phone_____, fax_____,*** ("Consultant").

Witnesseth:

***Whereas*,** CBJ desires to engage the Consultant for the purpose of rendering certain Professional Design 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/CBJ relationship will be created by this Contract. CBJ 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 CBJ for any purpose, and the employees of Consultant are not entitled to any benefits that CBJ provides for CBJ's employees. It is understood that the CBJ 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 CBJ.

2. SCOPE OF SERVICE. The Consultant shall validate small cruise ship forecast market trends; evaluate opportunities for infrastructure investment; and, develop cost estimates and options through schematic design in producing a document to guide D&H for the next decade. The work may be phased to accommodate a time-line dependent upon available funding. Upon receipt of the final deliverable, D&H may elect to amend the scope of services to include planning, permitting through final design and construction documents of specific elements including Bidding, Construction Administration, Inspection, and other related services.

The scope of services is anticipated to include but not limited to the following milestones/deliverables:

- Confirmation of electrical plans established in the 2016 *Shore Tie Power Feasibility Study Report*.
- Detailed engineering analysis of cruise ship vessels' shore-side power connections.
- Cost estimates to construct electrical infrastructure required to power the

SAMPLE

Alaska Steamship and/or Cruise Ship Terminal Docks.

- Consultation with the design team of the Sub-Port Lot.
- Development of conceptual drawings, up to 35% Design efforts, of electrical infrastructure necessary to deliver power to Alaska Steamship and/or Cruise Ship Terminal Docks.
- Consult with the electric utility to understand potential impacts of electrification to one or more cruise ship docks to Juneau rate payers.
-
- Coordinate with the electric utility to evaluate and recommend a rate structure D&H could charge a VLCS utilizing a shore connection while in port if D&H is the electric customer.

The product of the Consultant's work will be phased and managed as specific milestones/deliverables are achieved. Future design elements, bidding assistance, construction administration, and inspection services may be amended to the contract if desired by the Port Director as result of final deliverables.

3. PERSONNEL, EQUIPMENT, SUPPLIES, AND LICENSES.

(A) Except as noted in the Project Agreement, 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 CBJ.

(D) Consultant warrants that it is fully licensed under all applicable local, state, and federal laws to perform the services to be provided hereunder.

4. TIME OF PERFORMANCE. The services of the Consultant are to commence as soon as the Notice to Proceed has been received. It is anticipated and desired by D&H to receive the final deliverable within 9 months of Notice to Proceed.

5. COMPENSATION. Fees would be negotiated and result in a lump sum and/or a not-to-exceed time and materials contract. The contract fees will be based on the proposed billing rates for the life of the contract, unless adjustments are approved in writing by CBJ.

6. REPORTING. The CBJ's representative for this Contract shall be Carl Uchytil, the Port Director. CBJ 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_____. Reliance by CBJ on representations by any other person shall be at CBJ's own risk.

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 CBJ, 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. CBJ 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 CBJ become its property, and the Consultant will be paid an amount not to exceed the sum set forth in each Project Agreement for work satisfactorily completed on or before the date of termination, less payments of compensation previously made.

9. CHANGES. The CBJ 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.

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

11. CONFLICTS OF INTEREST. Consultant agrees that no employee of CBJ 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 CBJ Attorney or one of the officers specified in Paragraph 6.

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

13. 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 Port Director.

14. 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 Port Director of any request by an elected official for project-related information.

15. 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 CBJ; however, claims for money due or to become due to the Consultant from the CBJ 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 CBJ.

16. FINDINGS CONFIDENTIAL. Any information given to or prepared by the Consultant under this Contract which the CBJ 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 CBJ.

17. 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 CBJ, shall carry a

CBJ notation or logo as directed by CBJ.

18. 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 CBJ or CBJ will be given unrestricted license to the copyright. CBJ 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 CBJ facilities will be at the CBJ's risk.

19. 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.

20. 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 CBJ 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.

a. Deductibles and Self-Insured Retentions. Any deductibles and self-insured retentions must be declared to and approved by the CBJ. The CBJ may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

b. Claims-Made Policies. If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be declared and must be before the date of the contract or the beginning of the contract work.

2. Insurance must be maintained and evidence of insurance must be provided **for at least one (1) year after completion of the contract work.**

If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with the Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the contract work.

21. INDEMNIFICATION. The Consultant agrees to defend, indemnify, and hold harmless CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to the Consultant'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, and includes the award of any attorneys' fees even if in excess 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 Consultant arise immediately upon actual or constructive notice of any action, claim, or lawsuit. 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 is waived where the Consultant has actual

notice.

22. CONSTRUCTION; INTEGRATION. All parties participated in the drafting of this Contract, and 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.

23. CHOICE OF LAW; JURISDICTION. This Contract shall be governed by the law 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, the Project Agreement, and any appendices in alphabetical order.

26. RESPONSIVENESS. Consultant will be contacted by the Port Director to inquire of the Consultant's interest in the project. Consultant agrees to respond in writing to any request for services within two (2) working days after being contacted by the Port Director. Consultants who fail to respond within this time frame may be considered non-responsive.

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

CITY AND BOROUGH OF JUNEAU

Carl Uchytil, P.E. Date
Port Director

Company Name

Representative Date

SAMPLE

APPENDIX A: INSURANCE REQUIREMENTS
Professional Design Services Term Contract
Contract No. RFP DH19-036

INSURANCE REQUIREMENTS. The Consultant 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 the City and Borough of Juneau, attached as Attachment_____. Failure of CBJ to demand such certificate or other evidence of full compliance with these insurance requirements or failure of CBJ 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 this 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 $1,000,000 per occurrence, and $2,000,000 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 Consultant'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 Alaska Statute 23.30), the Consultant must maintain Workers Compensation Insurance to protect the Consultant 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 the Consultant's firm, the Consultant's subconsultants 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 $100,000 per injury and illness, and $500,000 policy limits. Consultant also agrees to provide evidence of Longshore and Harbor Worker's Insurance and Jones Act coverage if applicable to the work required. **If the Consultant is exempt from Alaska Statutory Requirements, the Consultant must provide written confirmation of this status in order for the CBJ to waive this requirement.**

Comprehensive Automobile Liability Insurance. The coverage shall include all owned, hired, and non-owned vehicles $1,000,000 combined single limit coverage.

Professional Liability. The Consultant must maintain Professional Liability insurance in an amount not less than one million dollars ($1,000,000) aggregate to protect the CBJ from any claims or damages for any error, omission, or negligent act of the Consultant, the Consultant's firm, employees, or sub-consultants, which results in a financial loss to the CBJ.

APPENDIX B: COMPENSATION
Professional Design Services Term Contract
Contract No. RFP DH19-036

Hourly Rates

Hourly rates shall remain the same for the life of this contract including all amendments, unless the Consultant requests a rate increase.

Hourly rates are attached to this contract.

Method of Payment

Monthly Payable within 30 days of receipt of an invoice 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).

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 Port Director, 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 Port Director, 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, 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 Port Director'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 design 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 Port Director.
- 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 $125.00.
- 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.

SAMPLE

PORT ENGINEER'S PROJECT STATUS REPORT

Erich Schaal, P.E., Port Engineer

Auke Bay Loading Facility - Phase II				
TIGER Grant Reporting - Annual	On-Going	Sept. 2019	Staff	Report for Boom Truck till 2033; SeaLift till 2044
Statter Master Plan Phase III				
Phase III A - Dredging, Blasting, Soil Compaction				
Army Corps of Engineers Permit	Complete		PND	
Incidental Harassment Authorization	Complete		PND	
Eagle Permit	Complete		PND	
CBJ Building Permit	Complete		Staff	
Construction Bid	Complete	July 16, 2019	PPM	
D&H Board Approval of Bid	Complete	July 17, 2019		
Assembly Approval of Bid	Complete	July 22 2019		
Construction	In Progress	October 1, 2019	PPM	Successful 1st blast 2/21, 2nd drill pad const
Substantial Completion	Hold	April 27, 2020		
Final Completion	Hold	May 29, 2020		Still on schedule
Phase III B - Retaining Wall, Float Installation				
Army Corps of Engineers Permit	In Progress		PND	
Incidental Harassment Authorization	In Progress		PND	
Eagle Permit	In Progress		Staff	
Design - Bid Documents	In Progress		PND	100% Received
CBJ Building Permit	Hold		Staff	
Construction Bid	Hold		TBB	Bid advertisement 3/3
Pre-Bid Conference	Hold			
D&H Board Approval of Bid	Hold			
Assembly Approval of Bid	Hold			
Construction	Hold	Fall 2020	TBD	
Substantial Completion	Hold	Spring 2021		
Final Completion	Hold	Spring 2021		
Phase III C - Uplands, Restrooms				
Eagle Permit	In Progress		Staff	
Design - Bid Documents	In Progress		PND	
CBJ Building Permit	Hold		Staff	
Construction Bid	Hold		TBB	
Construction	Hold	Fall 2021	TBD	
Pre-Bid Conference	Hold			
D&H Board Approval of Bid	Hold			

PORT ENGINEER'S PROJECT STATUS REPORT

Erich Schaal, P.E., Port Engineer

Assembly Approval of Bid	Hold			
Substantial Completion	Hold	Spring 2022		
Final Completion	Hold	Spring 2022		
Downtown Waterfront Improvements				
Phase I - Deck Over				
Geotech Report	Complete		PND	
Materials Procurement	Complete	June 15, 2019	Island Const.	
Army Corps of Engineers Permit	Complete		PND	
Incidental Harassment Authorization	Complete		PND	Seals only
Bid Opening	Complete	July 2, 2019	Staff	
D&H Board Approval	Complete	July 3, 2019		
Assembly Approval	Complete	July 8, 2019		
Phase I Construction	In Progress	July 15, 2019	Trucano Const.	Wall complete, pile driving continues, decking soc
Early Entry by Archipelago Property LLC	Hold	June 1, 2020		Allow APLLC start of their building foundations
Substantial Completion	Hold	July 31, 2020		
Final Completion	Hold	August 28, 2020		
Phase II - Visitor Waiting Area and Restrooms				
Design - Bid Documents	In Progress	Jan 1, 2020	PND	Working to 65% Plans with cost est
CBJ Building Permit	Hold		Staff	
Construction Bid	Hold		TBD	
D&H Board Approval	Hold			
Assembly Approval	Hold			
Phase II Construction	Hold			
Substantial Completion	Hold			
Final Completion	Hold			
Aurora - Harris Harbors Dredging				
Breakwater Repairs	Hold	March 2020	ACOE	March 15th - June 2020
Dredging Activity	Hold	Fall 2020	ACOE	October 2020 - Jan 2021
Auke Bay Marine Station				
Annual Report			Staff	Awaiting MARAD review
Subdivision	In Progress		Staff	In review by Community Development Dept.
Shared Costs with UAS	In Progress		Staff	Awaiting UA response to Amendment #1
ADOT Grant Application - Harris Anodes				
Anode Design	Hold		PND	Awaiting Grant Award
Anode Bid	Hold		Staff/PND	Awaiting Grant Award

PORT ENGINEER'S PROJECT STATUS REPORT

Erich Schaal, P.E., Port Engineer

Douglas Harbor Anodes				
Anode Design	In Progress		PND	
Anode Bid	In Progress	3/10/2020	Staff/PND	Bid currently advertised
D&H Board Approval	Hold	3/13/2020		Proposed special board meeting to approve
Assembly Approval	Hold	3/16/2020		
Construction	Hold			
Substantial Completion	Hold	June 5, 2020		
Final Completion	Hold	June 12, 2020		
Statter Breakwater Safety Improvements				
Phase II	Hold			Awaiting funding
Sewage Pump-Out Improvements				
Statter Winterization	Hold		Staff	Part of SHI III(B)
Harris Winterization	In Progress		Staff	Working with Term Contractor
D&H Managed Lands - Surveys				
ASLS 2013-15 - Uplands at Tee Harbor	Hold	2020	TBD	
ATS 1682 -DIPAC-Channel Construction	In Progress	2020	TBD	RFP's Received / Awaiting Review
ATS 1693-DIPAC Wayside Park	In Progress	2020	TBD	RFP's Received / Awaiting Review
ATS 1694-Tee Harbor Submerged Lands	Hold	2020	TBD	
ATS 1691 - Adjacent to ABMS	In Progress		PDC	Awaiting ADNR Review
ATS 1692 - N Douglas Boat Ramp	In Progress		PDC	
ATS 1707 - Cruise Berths	Complete		DOWL	Recorded
ATS 1690-Indian Cove	In Progress		PDC	
Wayside Park Float				
Dredging as Float Grounds Out	Hold			Awaiting Funding
N. Douglas Boat Launch Expansion Study				
Conceptual Design	Complete		PND	Awaiting Board direction
Aurora Harbor Re-Build - Phase III				
Phase IIIA - Demolition				
Design and Bid Documents	Hold		PND	Awaiting board direction
Phase IIIB - Dredging				
Army Corps of Engineers	Hold	Fall 2019/2020	ACOE	Awaiting final dates for work
Phase IIIC - Float Installation				
ADOT Grant Application	Hold		Staff/PND	Awaiting Legislative Action in 2020
Small Cruise Ship Infrastructure Study				
Fee Negotiations	Complete		PND	

PORT ENGINEER'S PROJECT STATUS REPORT

Erich Schaal, P.E., Port Engineer

Data Collection/Market Study	Complete		PND	Market Analysis Complete
Planning/Conceptual Layout	In Progress		PND	PND working on initial planning concepts
Cruise Ship Security Checkstations				
Federal Security Grant	Complete		Staff	Not Selected
Complete Bid Package	Complete		PND	
CBJ Building Permit	Complete		Staff	
Construction Bid	Complete		SEEM	Southeast Earthmovers
Pre-Bid Conference	Complete			
Board Approval	Complete			
Assembly Approval	Complete			
Construction	In Progress		Staff	Structure and Roof installed, windows soon
Substantial Completion	Hold	28-Feb-2020		
Final Completion	Hold	March 31, 2020		Still on schedule
Dockside Safety Guardrail				
Design	Hold			Awaiting funding - Passenger Fees FY21
Bid Opening	Hold			
Board Approval	Hold			
Assembly Approval	Hold			
Construction	Hold			
Harbor Security Upgrades				
Continued Project Development with Board	In Progress			
Statter Breakwater Deferred Maintenance				
Continued Project Development with Board	In Progress			
Large Berth Shore Power Design				
RFP Creation	In Progress			Port Director to advertise RFP