

CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING AGENDA
For Thursday, June 26th, 2014

- I. Call to Order** (5:30 p.m. at the CBJ Assembly Chambers.)
- II. Roll** (John Bush, Tom Donek, Bob Janes, Kevin Jardell, David Logan, Mike Peterson, Budd Simpson, Scott Spickler, and Greg Busch).
- III. Approval of Agenda**
MOTION: TO APPROVE THE AGENDA AS PRESENTED.
- IV. Approval of May 29th, 2014 Regular Board Meeting Minutes.**
- V. Public Participation on Non-Agenda Items** (not to exceed 5 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. Statter Harbor ADF&G Cooperative Agreement
Board Questions
Public Comment
Board Discussion/Action
RECOMMENDATION: THAT THE ASSEMBLY ADOPT AN ORDINANCE TO APPROPRIATE\$3,137,500 RESULTING FROM THE SPORT FISH RESTORATION ACT AND PROVIDED FOR BY ADF&G TO THE STATTER HARBOR LAUNCH RAMP CIP FUND.
- VII. Unfinished Business - None**
- VIII. New Business**
1. PND Contract for Cruise Berths Construction Administration
Presented by the Port Engineer
Board Questions
Public Comment
Board Discussion/Action
MOTION: TO BE DEVELOPED AT THE MEETING.
- IX. Items for Information/Discussion**
1. Comprehensive Review of CBJ Docks & Harbors Fee
Presentation by Port Director

CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING AGENDA (CONTINUED)
For Thursday, June 26th, 2014

X. Committee and Member Reports

1. Operations/Planning Committee Meeting – June 19th, 2014
2. Finance Committee Meeting – June 24th, 2014
3. Member Reports

XI. Port Engineer's Report

XI. Harbormaster's Report

XIII. Port Director's Report

XIV. Assembly Liaison Report

XV. Board Administrative Matters

- a. Operations/Planning Committee Meeting – July 24th, 2014
- b. Finance Committee Meeting– July 29th, 2014
- c. Board Meeting – July 31st, 2014

XVI. Executive Session

Discussion of Personnel Matters relating to the Port Director's Evaluation

XVII. Adjournment

CBJ Docks and Harbors Board
REGULAR BOARD MEETING MINUTES
For Thursday, May 29th, 2014
(No Audio)

I. Call to Order.

Mr. Busch called the Regular Board Meeting to order at 5:31 p.m. in the Assembly Chambers

II. Roll Call.

The following members were present: John Bush, Tom Donek, Bob Janes, David Logan, Mike Peterson(via telephone), Budd Simpson, Scott Spickler, and Greg Busch.

Absent: Kevin Jardell

Also present were the following: Carl Uchytel – Port Director, Gary Gillette – Port Engineer, Dave Borg – Harbormaster, and Loren Jones – Assembly Liaison.

III. Approval of Agenda.

MOTION By MR. LOGAN: TO APPROVE THE AGENDA AS PRESENTED AND ASK UNANIMOUS CONSENT.

Motion was approved with no objection.

IV. Approval of Previous Meeting Minutes – April 24th Regular Board minutes and May 15th, Special Board minutes were approved as presented. Mr. Busch had changes on the May 10th Work Session minutes, he would get with Mr. Uchytel.

V. Public Participation on Non-Agenda Items – None

VI. Consent Agenda

- A. Public Requests for Consent Agenda Changes – None
- B. Board Member Requests for consent Agenda Changes – None
- C. Items for Action – None moved

- 1. Boat Shelter (F-23) Sale – Right of First Refusal

Port Director Recommendation:

To take no action to purchase Boat Shelter F-23

Motion Passed with no objection

VII. Old Business-

CBJ Docks and Harbors Board
REGULAR BOARD MEETING MINUTES
For Thursday, May 29th, 2014

1. By Laws Update

Mr. Uchytel said there were suggested changes to the By-Laws from the City Clerk and he discussed the changes with the Board. The Port Director recommended changes to include:

- That reference to Charter Section 3.21 be added to the Duties and Powers of the Board.
- That the notification of Board vacancies will be made to the Clerk's Office.
- That vacancies also be filled by following Assembly Rules of Procedures.
- That removal of Board members by the Assembly be in accordance with CBJ 85.02.030.
- That "Old Business" be replaced with "Unfinished Business"
- That Board members be recognized by their surname.
- That amendments to the Bylaws be approved by the Assembly.

The Port Director did not recommend suggested By-Laws changes by City Clerk for the following:

- Clarification to whether the Board Chair is a voting member for the purpose of quorum on standing committees.
- Clarification of excused absences.
- Clarification on how the Board Chair may affect quorum determination.
- Adding reference to Assembly rules of Procedures (Rule 9 & Rule 11) pertaining to number of affirmative votes necessary for a motion to pass.

Board Questions – None

Public Comment – None

Board Discussion/Action-

MOTION By MR. LOGAN – TO ACCEPT THE SUGGESTED CHANGES BY THE PORT DIRECTOR AND FORWARD TO THE ASSEMBLY AND ASK UNANIMOUS CONSENT.

VIII. Items for Information/Discussion –

1. CBJ Docks & Harbors Lease Holdings

Mr. Gillette presented a slide show of the different properties Docks & Harbors manages and showed CBJ's new GIS site. Currently the GIS site is not totally accurate so this is not available for the public, and the MIS department is still working on it.

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Mr. Spickler asked if all leases were current?

Mr. Uchytel said Thane Ore House is not. We are in the process of cancelling that lease. Cultural Preservation, who has stated they are not in agreement with their last lease review, are getting another appraisal completed. Auke Bay Boat Yard and Juneau Marine Services who are both known for being late. They do eventually pay and all the late fees.

2. Statter Harbor ADA (American with Disabilities Act) Report

Mr. Gillette went over the ADA report in the packet. He said the new launch ramp at Statter Harbor will apply the ADA requirements.

Mr. Spickler asked if the old launch ramps and boarding floats will be required to meet the ADA requirements?

Mr. Gillette said those are already existing so it will not be required.

Mr. Logan asked if every spot is required to have ADA accessibility or is it like a parking lot and only a couple of spots?

Mr. Gillette said it is not as clear as for parking. It is required for each type of moorage. Aurora will have broken rails throughout the Harbor.

Mr. Logan asked if Statter's bull rail is missing every five feet, could it present a problem to tie up your boat?

Mr. Gillette said we are not proposing to do anything at Statter. Right now, if there are ADA issues, the Operations Maintenance Supervisor will place them close to the ramp and if anyone needs help he assists them.

Mr. Peterson asked if staff is being trained for the new ADA requirements?

Mr. Uchytel said no, there is no additional training required.

Mr. Janes said SAIL has a department to deal with handicapped individuals, and they do come and help.

3. Aurora Harbor – Winter Berthing Plan for Floats A,B,C, & D.

Mr. Borg said 85 to 90 percent of the assignments have met everyone's needs. Staff is working on getting power at the ABLF to be able to assign vessels there, and that would free up a lot of space.

4. June 2nd, 2014 Joint Assembly/Board Meeting

Mr. Uchytel said he sent proposed ideas for the Joint meeting to Kim Kiefer.

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REGULAR BOARD MEETING MINUTES
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IX. Committee and Board Member Reports

1. Operations/Planning Committee Meeting – May 22nd, 2014

Mr. Simpson said the Committee discussed the Douglas Harbor Charging station again and decided this is not the preferred location. The Committee also did a follow up from the Strategic Planning meeting and decided to add “Long range planning” to the future meeting agenda’s.

2. Finance Committee Meeting – May 27th, 2014

Mr. Donek said the Committee discussed the following;

- F23 Boat shelter - The Committee decided to take no action.
- Lease holdings – The Committee wanted to know all the leases Docks & Harbors manages.
- Mt. Roberts Tram - Horan & Company provided a retrospective appraisal and the Committee directed Mr. Uchytel to forward to Goldbelt for consideration.

3. Member Reports

Mr. Peterson said no report from the Lands Committee.

Mr. Busch said he sent a thank you letter to Mila Cosgrove for volunteering her time to host the Board strategic planning meeting.

Mr. Logan said at the Auke Bay Steering Committee Mr. Gillette and PND gave a presentation for the 65% launch ramp design review and the meeting went well. The Committee will be meeting twice next month.

Mr. Janes said the downtown and Statter Harbor operations are going well for the users. The crossing guards are also doing a good job to stop pedestrians so busses are able to keep going.

IX. Port Engineer’s Report – Mr. Gillette’s report is in the packet.

Mr. Gillette gave an update on projects in his report.

- Aurora Harbor Bid – Staff is looking over apparent low bidder. They will be using local sub-contractors, Trucano, Harri Plumbing, Alaska Electric, and JW Bean survey. Northern Construction/Alpine Lumber will be building the floats, and they are familiar with the logistics of working in remote areas.
- C-Float repairs – The floats are in place, and the cables are pulled through one float. Cables will be pulled through the other float tomorrow and should have total completion on June 1st.
- Statter Harbor Launch Ramp 65% - Staff had a meeting with PND today to implement suggestions into the final design. The final review will be brought to the June Board meeting. Squire’s Rest says this design will

CBJ Docks and Harbors Board
REGULAR BOARD MEETING MINUTES
For Thursday, May 29th, 2014

interfere with their view plane and have contacted an attorney. CBJ Law reviewed the complaint and said this is not applicable.

Mr. Uchytel said the redesign 65% review lost two parking stalls due to public comments.

Mr. Logan asked if the trees are in the Squires Rest view plane?

- Cruise Ship Berth 1% for Arts first meeting is June 17th.

X. Harbormaster's Report -

Mr. Borg said staff has completed 85% of the Aurora Harbor assignments. There has been two ADA requests and they have been placed in an area that works for them, one is at Douglas and one is at Statter.

XI. Port Director's Report-

Mr. Uchytel said the CSTSA is going well. Millers did a good job and are proceeding to substantial completion. Signs are going in today. The parking is working for the patrons. There is a three hour limit for the paid public parking area in the Taku lot. Mr. Uchytel said he heard from Chris Mertl who passes through that area daily and said he thought the traffic flow was better this year. Mr. Janes said the delivery trucks might need to be addressed.

Mr. Uchytel said the cut out area for deliveries does not meet everyone's needs. They will need to coordinate something.

XII. Assembly Liaison Report- Mr. Jones said no report.

XIII. Board Administrative Matters

1. Operations/Planning Committee Meeting – June 19th, 2014
 2. Finance Committee Meeting – June 24th, 2014
 3. Board Meeting – June 26th, 2014
- Mr. Busch said this will be Mr. Jardell's last meeting.

XIV. Adjournment

The regular Board Meeting adjourned at 6:49 p.m.



Alaska Department of Fish and Game
Division of Administrative Services
P.O. Box 115526
Juneau, AK 99811-5526

Cooperative Agreement Number 14-110
Title: Statter Harbor Ramp Construction

Between:
Alaska Department of Fish and Game
Division of Sport Fish

and
City and Borough of Juneau

I. AUTHORITY:

This agreement is entered into by and between the Alaska Department of Fish and Game, Division of Sport Fish (hereinafter referred to as the "ADF&G" or the "Department") and the City and Borough of Juneau (hereinafter referred to as the "CITY").

ADF&G enters into this agreement under authority AS16.05.050 (12) and AS36.30.850(c) and one or more of the following Federal Aid in Sport Fish Restoration programs: Recreational Boating Access (CFDA # 15-605), Boating Infrastructure Grants (CFDA # 15-622) and Clean Vessel Act (CFDA # 15-616).

II. PURPOSE OF THE AGREEMENT:

To improve public recreational boating and sport fishing access to the marine waters near Juneau by constructing, and maintaining a boat launch facility in Statter Harbor. This agreement covers Phase II activities of the Statter Harbor project; Phase I (planning) activities were covered under cooperative agreement 08-015.

III. TERM OF THE AGREEMENT:

The term of this agreement shall begin from date of final signature by ADF&G, and ends December 31, 2036.

IV. COVENANTS OF THE ALASKA DEPARTMENT OF FISH AND GAME:

- a. To reimburse the CITY for accomplishing the purpose of this agreement in an amount not to exceed \$3,137,500.00. The source of funding shall consist of 100% from the Federal Aid in Sport Fish Restoration Act (Dingell-Johnson/Wallop-Breaux). Availability of these funds shall be subject to approval of the project by the Federal Aid Office of the U.S. Fish and Wildlife Service (USF&WS).
- b. To authorize the CITY to manage and maintain the Statter Boat Ramp as a CITY facility.
- c. To perform a final inspection of the completed project to verify compliance with this agreement.

V. COVENANTS OF THE CITY AND BOROUGH OF JUNEAU:

- a. To provide matching funds in the amount not less than one-third of the \$3,137,500.00 amount provided by ADF&G. (This is a match ratio of 75% Federal Aid Funds to 25% CITY funds.) These funds shall be from a non-federal source and shall be claimed by ADF&G as match for the federal funds provided by ADF&G. The CITY shall be required to provide not less than \$1,045,833.34 to match the \$3,137,500.00 stated in paragraph II.1 above.

The CITY shall provide all additional funding needed to complete activities covered by this agreement.

- b. To dedicate to this project, CITY owned uplands and tidelands known as Statter Harbor. The parcels shall be used exclusively for the launch ramp, a parking area for vehicles with boat trailers and other improvements incidental to this project. The parcels are shown on Attachment A.

The CITY warrants that it has the right, power, and authority to construct and maintain the improvements on the parcel and that there are no restrictions, covenants, easements, rights-of-way, or uses which would prevent the CITY from constructing and maintaining the improvements on the parcel.

- c. To complete the construction of the boat launch facility funded by this agreement prior to December 31, 2016. In the event the funding provided by ADF&G is not sufficient to cover all costs incurred by the CITY in completing this project, the CITY shall provide all additional funding that may be needed.
- d. To manage and maintain the boat launch facility for public use until December 31, 2036. The boat launch facility will be managed primarily for the benefit of the recreational boating and sport fishing public in providing access to public waters. No change in this use will be made without prior written approval of ADF&G.

Management activities and maintenance services shall ensure orderly public use and keep the facility clean and in a good state of repair. Management and maintenance may be adjusted seasonally commensurate with seasonal public use.

ADF&G will consider the facility closed to the public if the CITY physically denies access, fails to provide adequate management or maintenance or allows incompatible uses of the facility that effectively limits public use by recreational boaters and sport anglers.

- e. To obtain and comply with all federal, state and local permits required for construction and maintenance of the project.
- f. To install a sign approved by ADF&G identifying the participation of ADF&G, the Federal Aid in Sport Fish Restoration program, and sport anglers in facility development.
- g. To be responsible, for a period of one year from the date of ADF&G's final inspection, for correcting all defects in the design or construction when the defect is brought to the attention of the CITY, without additional cost to ADF&G. The CITY will make good and be fully responsible for all damages to persons and property that arise from equipment or workmanship which is inferior, defective, or not in accordance with the terms of this agreement.
- h. To maintain adequate insurance in conjunction with the design, construction and maintenance of the improvements.
- i. To perform all aspects of the project in compliance with appropriate laws and regulations which include but are not limited to the following:
 - 1) Local Building Codes- The CITY shall comply with applicable local buildings codes and shall obtain a building permit if required (AS 35.10.025).
 - 2) Historic Preservation- The CITY shall comply with AS 41.35.070 to preserve historic, prehistoric and archeological resources threatened by public construction.
 - 3) Public Contracts- The CITY shall comply with AS 36.05 in determining the wages and hours of labor on public contracts.
 - 4) Political Activity- Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.
 - 5) Civil Rights- Pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 and Title IX of the Education Amendments of 1972, no person shall, on the grounds of race, color, national origin, age, sex or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded in whole or in part by federal funds.

- 6) Allowable costs/Cost principles-OMB Circular No. A-87, "Cost Principles of State and Local Governments" establishes principles and standards for determining costs applicable to grants, contracts, and other agreements with state and local governments. A cost is allowable for federal reimbursement only to the extent of benefits received by federal programs, and costs must meet the basic guidelines for allowability, reasonableness, and allocability.
 - 7) Drug-free Workplace Act- The CITY, by signing this agreement, certifies that they will provide a drug-free workplace.
 - 8) Debarment/Suspension- The CITY, by signing this agreement, certifies that neither it nor its principals, or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from federal financial assistance programs or activities. Where the CITY is unable to certify to any of the statements in this certification, the CITY shall attach an explanation to this agreement.
 - 9) Audits- The CITY acknowledges that 100% of the ADF&G funding for Phase II activities of this agreement is from the Federal Aid office of the U.S. Fish and Wildlife Service under CFDA 15.605. The City acknowledges that receipt of federal funds may create audit requirements under OMB Circular A-133. The CITY acknowledges that the State of Alaska single audit provisions of 2 AAC 45.010 may also apply.
 - 10) Workers Compensation Insurance- The CITY shall provide and maintain, for all employees engaged in work under this agreement, coverage as required by AS 23.30.045, and, where applicable, any other statutory obligations including but not limited to Federal U.S.L.&H. and Jones Act requirements. The policy must waive subrogation against the State.
 - 11) Open Competition - The CITY shall comply with Executive Order 13202 dated February 17, 2001 prohibiting any requirements or bidding preferences based contractor affiliation with labor organizations.
- j. If the CITY handles hazardous materials on the site, the CITY agrees to employ adequate procedures for safely storing, dispensing, and otherwise handling hazardous materials in accordance with applicable federal, state, and local laws. Hazardous materials include but are not limited to fuels and lubricants commonly used in vehicles and boats.
- 1) In the event of a hazardous materials spill by the CITY or the public using the site, the CITY shall act promptly, at its own expense, to contain the spill, repair any damage, absorb and clean up the spill area, and restore the site to a condition satisfactory to the ADF&G and in accordance with applicable federal, state, and local laws. The CITY shall be the lead agency in requesting additional funds from the legislature to cover the cost of spill clean-up. ADF&G shall support such requests.
 - 2) If contamination of the site occurs as a result of the CITY's management of the site, the CITY shall indemnify, defend, and hold harmless the ADF&G from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses.

VI. GENERAL PROVISIONS

1. ADF&G and the CITY shall cooperate in accomplishing the improvements to be provided under this agreement. ADF&G shall provide design criteria for the improvements. The CITY shall be the lead agency in accomplishing all work necessary to make the improvements. The CITY may employ design consultants and construction contractors as may be appropriate. The CITY shall follow the State of Alaska Contracting Guidelines when hiring a design consultant and have an ADF&G representative participate in the selection process of that consultant. Cost shall not be a criteria for selecting a design consultant. The project shall be designed by a professional engineer registered in the State of Alaska unless exempt under AS 08.48.331.
2. The CITY shall perform the following task in accomplishing this project:
 - a. Bidding and Construction: This cooperative agreement shall allow for the repayment of any planning expenses that arise during the final design process and that are required to complete the final design. The CITY shall obtain ADF&G's written approval of the final design and cost estimate before starting

work with its own personnel or advertising for contractor bids. During the bidding process, the CITY shall send to ADF&G a copy of the bid package and all addenda that may be issued.

The CITY shall provide ADF&G a copy of the proposed construction schedule. The CITY shall also promptly notify ADF&G of all changes made to the schedule or the design. At the completion of the construction work, the CITY shall provide ADF&G a copy of the as-built plans. Reimbursement for construction work shall be contingent on ADF&G approval of work actually performed.

ADF&G review of designs, plans, specifications or other project-related documents will be to ensure conformance to the purpose of this agreement and shall not constitute engineering review nor relieve the CITY from responsibility to prepare an adequate design, meet code compliance, or assure that cost principles are applied to change orders.

3. The CITY may charge user fees in accordance with City and Borough of Juneau Administrative Code, Title 05: Docks and Harbors, Chapter 20: Small Boat Harbor Fees and Charges, in effect on the effective date of this agreement. All future changes to the fee schedule shall be reviewed and approved by ADF&G. Fees shall be subject to the following criteria:
 - a. Fees for recreational boating and sport fishing use shall not exceed fees for other uses.
 - b. Fees shall not be imposed to recover the capital cost of the improvements covered by this agreement.
 - c. Fees shall not exceed the cost of operation, maintenance and improvement of the site.
 - d. Site specific fees that exceed the cost of operation, maintenance and improvement are program income. An area-wide fee, such as an annual launch permit, that allows the use of any CITY launch ramp usually is not considered program income. Fees collected and determined to be program income must be credited back to the Federal Aid in Sport Fish Restoration program through ADF&G. The basic policies for the treatment of program income by the USF&WS contained in 43 CFR Part 12 and OMB Circular A-102 apply to this agreement.
 - e. The CITY may establish a capital improvement account to fund specified major improvements to the site. Establishment of such an account shall be reviewed and approved by ADF&G. The CITY shall specify the improvement proposed, the estimated cost, and completion date when requesting approval. Fees accumulated in a capital improvement account will not be considered program income if they are used for the approved improvement.
 - f. If required by future changes to federal regulations or at the request of ADF&G, the CITY shall provide ADF&G an accounting of fees collected and costs of operation, maintenance, and improvements. This accounting shall be on an annual basis and in sufficient detail to satisfy state and federal regulations.
 - g. Trailerable boats owned and operated by the ADF&G and the Department of Public Safety shall be allowed to use the facility at no cost in the course of carrying out their official duties to the extent such use does not interfere with public use of the facility.
4. The effective date of this agreement shall be from the date of final signature by ADF&G.
5. The design life of the facility is 20 years; therefore, this agreement shall remain in effect until December 31, 2036.
6. Either agency may terminate its involvement in this agreement by written notice to the other at least 90 days in advance of the date on which termination is to become effective. In the event that an agency terminates its involvement in this agreement, defaults in its duties under this agreement or this agreement expires, disposition of the sport fishing access improvements shall be accomplished by whichever of the following contingencies is appropriate:

a. Agreement expires on December 31, 2036:

ADF&G shall have the option to negotiate an extension of this agreement with the CITY for the continued use of the facility for public sport fishing access. ADF&G shall have 90 days after the expiration of this agreement in which to notify the CITY of its intent to exercise this option. If ADF&G does not exercise this option, all improvements shall become the property of the CITY.

b. ADF&G terminates its involvement:

If prior to December 31, 2036, ADF&G finds that there is no longer a need for the sport fishing access improvements covered by this agreement, then this agreement shall be terminated. Improvements funded by ADF&G shall become the property of the CITY at no additional cost to the CITY.

c. The CITY terminates its involvement:

If prior to December 31, 2036, the CITY closes the facility to the public, does not comply with the requirements of this agreement or terminates its involvement in the purpose of this agreement, this agreement shall be terminated and the CITY shall reimburse ADF&G for:

- 1) the total funding it provided at the rate of 5 percent for each full year between the date of termination and December 31, 2036.
- 2) the appraised fair market value, on the date of the City's default, of any land acquired for the project with ADF&G funds.

This agreement shall be terminated when the City's reimbursement to ADF&G is completed. The CITY shall not be required to reimburse ADF&G in the event the facility must be closed to protect public safety because of casualty damage arising from a catastrophic occurrence.

7. The CITY may make improvements to the facility at its own expense provided the improvements are compatible with the purpose of this agreement and are approved in writing by ADF&G prior to construction.
8. Funding for major maintenance or repair of casualty damage will be negotiated on a case-by-case basis. Each agency's share of such funding shall be contingent on availability of funds.
9. The rights and responsibilities vested in each agency by this agreement shall not be assigned without the written consent of the other agency.
10. Agents and employees of each agency shall act in an independent capacity and not as officers, employees, or agents of the other agency in performance of this agreement.
11. Nothing in this agreement shall obligate either agency to the expenditure of funds or future payments of money in excess of those herein agreed upon or authorized by law.
12. Nothing in this agreement transfers title or land jurisdiction other than set forth herein.
13. The CITY shall indemnify, hold harmless and defend ADF&G from and against any claim of, or liability for error, omission or negligent act of the CITY under this agreement. The CITY shall not be required to indemnify ADF&G for a claim of, or liability for, the independent negligence of ADF&G. If there is a claim of, or liability for, the joint negligent error or omission of the CITY and the independent negligence of ADF&G, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "CITY" and "ADF&G" as used within this paragraph, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in

ADF&G's selection, administration, monitoring or controlling of the CITY and in approving or accepting the CITY's work.

14. Both parties agree to comply with all applicable federal and state laws regulating ethical conduct of public officers and employees.
15. Each agency will comply with all applicable laws, regulations, and executive orders relative to Equal Employment Opportunity.
16. Nothing herein is intended to conflict with federal, state, or local laws or regulations. If there are conflicts, this agreement will be amended at the first opportunity to bring it into conformance with conflicting laws or regulations.
17. This agreement may be revised as necessary by mutual consent of both parties, by the issuance of a written amendment, signed and dated by both parties.
18. All approvals and notices required by this agreement shall be written and shall be sent by registered or certified mail to:

Director
Division of Sport Fish
Alaska Dept. of Fish & Game
P.O. Box 115526
Juneau, Alaska 99811-5526

Port Director
City and Borough of Juneau
155 South Seward Street
Juneau, Alaska 99801

19. This agreement is complete and has no other encumbrances, addenda, attachments, or amendments with the following exceptions: Attachment A –Statter Harbor Map.

VII. FINANCIAL CONSIDERATIONS

ADF&G will reimburse the CITY for accomplishing the purpose of this agreement in an amount not to exceed \$3,137,500.00.

The CITY will provide matching funds in the amount not less than one-third of the \$3,137,500.00 amount provided by ADF&G. (This is a match ratio of 75% Federal Aid Funds to 25% CITY funds.) These funds shall be from a non-federal source and shall be claimed by ADF&G as match for the federal funds provided by ADF&G. The CITY shall be required to provide not less than \$1,045,833.34 to match the \$3,137,500.00.

The CITY will be reimbursed only for the cost of work actually completed which is directly related and allocable to the project and which ADF&G has approved. The CITY will not be reimbursed for administrative work or overhead it incurred while completing the project. Reimbursement will be made within 30 days of receipt and approval, by ADF&G, of a request for reimbursement from the CITY. All requests for reimbursement shall be adequately documented. Documentation may include copies of materials invoices, payroll ledgers, equipment logs, contract payments, etc. In the event of a late payment, ADF&G will not pay late fees. Requests for reimbursement shall be mailed no more frequently than once a month to Valerie Blajeski at:

State of Alaska
Department of Fish and Game
Sport Fish Division
525 W. 67th Avenue
Anchorage, Alaska 99518-1599

The CITY shall maintain a separate set of accounting records for this project and shall retain these records for a period of three years from the termination of the agreement. These records shall be made available to the state for audit purposes.

To document the required match to be provided by the CITY as specified in paragraph V. a., all requests for reimbursement will be paid at the rate of 75% of the requested reimbursement until the amount specified in paragraph IV. a. is reached.

With the exception of the final payment, requests for reimbursement shall be in amounts not less than \$25,000. If the CITY chooses to make monthly billings, such billings will be held by ADF&G until the total amount reaches at least \$25,000.

VIII. APPROVING SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Cooperative Agreement to be executed as of the date of last signature below.

CITY AND BOROUGH OF JUNEAU



Carl J. Uchytel
Port Director

5/23/2014

Date

ALASKA DEPARTMENT OF FISH AND GAME


for Charles Swanton, Director
Division of Sport Fish

6/5/14

Date


Sunny Haight, Director
Division of Administrative Services

6/11/14

Date





June 20, 2014

PND 102050.07

Gary Gillette
Port Engineer
CBJ Docks & Harbors Department
155 South Seward Street
Juneau, Alaska 99801

Subject: Port of Juneau Cruise Ship Berths
Contract Administration and Inspection Services Proposal - Tasks 1 & 2

Dear Mr. Gillette:

PND Engineers, Inc. (PND) and our subconsultants are pleased to provide this revised fee proposal for engineering services on the referenced project. This proposal provides engineering services for two essential tasks to be performed prior to onsite construction - Task 1 Submittal Reviews and Task 2 Fabrication Inspections. These services are intended to cover the offsite fabrication and delivery of roughly \$30-40 million of fabricated marine structural elements for the project.

The attached spreadsheets provide a detailed breakdown of the services to be performed under each task heading. It is understood that PND will submit a subsequent fee proposal at a future date for onsite construction inspection and contract administration anticipated to commence in September 2015.

Due to normal uncertainties associated with extensive fabrication processes, PND proposes to contract on a time and expenses (T&E) reimbursable basis using our May 2014 standard billing rates. We will monitor expenditures with you on a monthly basis and will not exceed the estimated budget without your prior written authorization. Our fee proposal is broken into two distinct tasks as follows.

Task Description	Estimated Fee (T&M)
1. Submittal Reviews & Limited CA	\$290,070
2. Fabrication Inspections	\$771,520
Total All Tasks	\$1,061,590

Feel free to call me at any time should you have any questions or need additional information regarding this proposal. We look forward to working with you towards the successful completion of this project.

Sincerely,
PND Engineers, Inc. | Juneau Office

A handwritten signature in blue ink, appearing to read 'Dick Somerville'.

Dick Somerville, P.E.
Vice President

Enclosures



PND Engineers, Inc.

Port of Juneau Cruise Ship Berths

Engineering Services Fee Proposal - June 20, 2014

Contract Administration and Construction Inspection Services

PND Project No. 102050.07

Scope of Services

Scope of Services	PND Senior Engineer VII	PND Senior Engineer VI	PND Senior Engineer IV	PND Senior Engineer III	PND Senior Engineer II	PND Senior Engineer I	PND Staff Engineer V	PND Staff Engineer IV	PND Tech V	PND Tech IV	PND CAD Designer V	WEI Principal Engineer	WEI Senior Engineer	Line Item Costs	Task Subtotal Costs
	\$180.00	\$165.00	\$140.00	\$130.00	\$120.00	\$110.00	\$105.00	\$100.00	\$105.00	\$90.00	\$95.00	\$160.00	\$127.50		
TASK 1 - SUBMITTAL REVIEWS															
1. PND & Subconsultant Administration, Progress Meetings, RFI's, Correspondence, Pay Apps.	120	120								60				\$46,800	\$254,510
2. Submittal Register	4	4	24			4								\$5,180	
3. Div 1 - General Contract Requirements	4		16							1				\$3,050	
4. Div 2 - Demolition & Disposal	2	4		8		8				1				\$3,030	
5. Div 2 - Upland civil improvements: earthwork, ACP, sewer & water connects, manholes, storm drains, painted markings, signage	2		4			20				2				\$3,300	
6. Div 2 - Water & Dry Fire Line Systems and Support Assemblies	2		8			48				2				\$6,940	
7. Div 2 - Construction Surveying	2		4			8				1				\$1,890	
8. Div 2 - Security Gates	1	2	2	8						1				\$1,920	
9. Div 2 - North & South Approach Docks: pile caps, structural timber stringers, decking, guardrails	2	24	4	8		60				4				\$12,880	
10. Div 2 - North & South Berth Transfer Bridges, Abutments and Bridge Landing Platforms	2	40	4			60				4				\$14,480	
11. Div 2 - Gangways & Catwalks	2	12	4		40					2				\$7,880	
12. Div 2 - Concrete Pontoons Final Design	24	80	16	60						4				\$27,920	
13. Div 2 - Concrete Pontoons Reinforced Concrete and Structural Steel	16	40	16	80						4				\$22,480	
14. Div 2 - Concrete Moorage Floats	2	8	4		40					2				\$7,220	
15. Div 2 - Floating & Fixed Marine Fender Systems	2	16	2		24					1				\$6,250	
16. Div 2 - Steel Pipe Piles, Pile Tips, Pile Driving Plans, Equipment & Pile Driving Curves	16	40	4		32					2				\$14,060	
17. Div 2 - Rock Anchors, Pile Sockets, Installation Plans, Equipment & Tensioning Acceptance Criteria	16	36	4		24					2				\$12,440	
18. Div 2 - Pontoon Mooring Frames	2	16	2		12					2				\$4,900	
19. Div 2 - Mooring, Breasting & Pontoon Dolphins	12	40	8		60					4				\$17,440	
20. Div. 2 - Navigation Boom	4	16	2		32					2				\$7,660	
21. Div . 2 - Pile Anodes	2	4	2		12					1				\$2,830	
22. Div 3 - Concrete Abutment & Retaining Wall	2	4	2	16						2				\$3,560	
23. Div 5 - Misc. Metal Fabrication	2	8	8	4	8					2				\$4,460	
24. Div. 9 - Coatings: Thermal Spray Metalizing, Galvanizing & Paint	2	4	4		12					2				\$3,200	
25. Div 13 - Utility Enclosure	2	2	2			12				1				\$2,380	
26. Substitution & Value Engineering Reviews - Allowance	8	16	8	16	8	16				4				\$10,360	
Total Estimated Manhours	255	536	154	200	304	236				113					
Estimated Third Party Expenses															
Haight & Associates	Div 16 - Electrical Power & Lighting													\$17,060	\$35,560
Carson Dorn, Inc.	Div. 11 - Wastewater Monitoring Equipment													\$5,000	
Mayes Testing Engineers, Inc.	Fabrication Plant QA, Welder Certification & Weld Testing Review													\$5,000	
Vista Underwater Services, LLC	Meetings to Review Pile Driving, Obstruction Removal & Coord Dive Inspections													\$1,500	
GRL Engineers, Inc	Pile Driving Dynamic Analysis - Field Condition & Equipment Assessment, Submittal Reviews													\$5,000	
Misc. Expenses	Reproduction, freight, etc.													\$2,000	
Total Estimated T&M Fee															\$290,070

Note: This budget assumes one submittal review and one resubmittal allowance to finalize review process.



PND Engineers, Inc.
Port of Juneau Cruise Ship Berths
Engineering Services Fee Proposal - June 20, 2014
Contract Administration and Construction Inspection Services
PND Project No. 102050.07

Scope of Services

Scope of Services	PND Senior Engineer VII	PND Senior Engineer VI	PND Senior Engineer IV	PND Senior Engineer III	PND Senior Engineer II	PND Senior Engineer I	PND Staff Engineer V	PND Staff Engineer IV	PND Tech V	PND Tech IV	PND CAD Designer V	WEI Principal Engineer	WEI Senior Engineer	Line Item Costs	Task Subtotal Costs
	\$180.00	\$165.00	\$140.00	\$130.00	\$120.00	\$110.00	\$105.00	\$100.00	\$105.00	\$90.00	\$95.00	\$160.00	\$127.50		
TASK 2 - FABRICATION INSPECTIONS															
1. PND & Subconsultant Administration	24									60				\$9,720	\$584,020
2. Structural Timber & Treatment - stringers, decking, bullrail & guardrails: Assume 12 weeks at 8 hrs/week	8	36			48		48			12				\$19,260	
3. Piles, Pile Tips & Rock Anchors: Assume 12 weeks at 16 hrs/week	12	48			96		96			12				\$32,760	
4. Structural Steel & Aluminum: pile caps, railings, transfer bridges, bridge abutments, bridge landings, catwalks, gangways, pontoon mooring frames, dolphins, fender frames, navigation boom, security gates: Assume 36 weeks at 40 hrs/ week	72	288			864		576			40				\$228,240	
5. North and South Berth Concrete Pontoons: Assume 40 weeks at 40 hrs/ week	80	320			640		960			40				\$248,400	
6. Concrete Moorage Floats: Assume 8 weeks at 16 hrs/week	8	24			64		64			8				\$20,520	
7. Floating & Fixed Marine Fenders: Assume 3 site visits to fabrication plant.	4	24			48					6				\$10,980	
8. Pile Anodes: Assume 3 site visits to fabrication plant	2	6			24					3				\$4,500	
9. Coatings - Thermal Spray Metalizing, Galvanizing & Paint: Assume 12 site visits at 8 hrs/ visit	4	16	8	16	8	16				4				\$9,640	
Total Estimated Manhours	214	762	8	16	1792	16	1744			185					
Estimated Third Party Expenses															
Mayes Testing Engineers, Inc.	Metal Fabrication Non-destructive Weld Testing - UT & PT; QA Concrete Materials Testing - Allowance													\$150,000	\$187,500
Job Expenses	Small tools, safety equipment, freight, misc. consumables													\$7,500	
Travel Expenses	Travel, Mileage & Perdiem Allowance													\$30,000	
Total Estimated T&M Fee															\$771,520

Note: This budget assumes fabrication durations based on preliminary discussions with Jesse Engineering & CTC.



Comprehensive Review of CBJ Docks & Harbors Fees Action Plan

Objective: To undertake a deliberate examination of all fees and regulations concerning the management of activities affecting the rate structure of the Harbor Enterprise and the Docks Enterprise operations.

Background: Docks & Harbors has responsibility under Title 85.02.100 (Schedule of fees and charges): “(a) The board shall, by regulations adopted pursuant to CBJ 01.60, impose a schedule of fees and charges for the use of ports and harbors, and facilities designated by the assembly by resolution.”

Timeline & Goal: To complete reviews and necessary regulations changes to affect the FY2016 rates. It is not a stated goal to raise rates throughout the enterprises; rather, it is the Board’s desire to ensure fair and reasonable rates are assessed to all user groups.

Organizational Make-up: Special sub-committee(s) of Docks & Harbors Board members will be convened to facilitate the review and provide a transparent public process. Docks & Harbors staff will provide the necessary expertise and coordination to meet the Board’s objective.

Process: The Port Director will deliver to the Board Chair a grouping of like fees and management activities for consideration in a logical manner. Board Chair will provide direction to the Port Director regarding outside resources and scope of work necessary to complete the review in a timely fashion. The Port Director will develop a checklist and calendar schedule to assist in the coordination of the process.



Sequencing of Review

Docks Enterprise

- Upland Support of Docks Enterprise
 - Tour Broker & Vending Permit (05 CBJAC 15.070)
 - Loading Permit Fees (05 CBJAC 15.080)
 - Electricity Fees (05 CBJAC 15.090)
 - Other Fees (05 CBJAC 15.095)
- Cruise Ship Fees
 - Dockage Charges (05 CBJAC 15.030)
 - Port Dues (85.02.105)
 - Port Maintenance Fee (05 CBJAC 15.040)
 - Marine Passenger Fee (05 CBJAC 15.100)
 - Portable Water Fee (05 CBJAC 15.050)
 - Vessel Lightering Fee (05 CBJAC 15.060)

Harbor Enterprise

- Passenger-for-hire Fees (05 CBJAC 20.080)
 - Inspected vessel fees
 - Uninspected vessel fees
- Auke Bay Loading Facility
 - Fee for delivery and sale of fuel at ABLF (05 CBJAC 20.175)
 - Auke Bay Loading Facility (05 CBJAC 45.050)
 - Staging
 - Storage
 - Landing Craft Loading Ramp Use
 - Drive Down Use Fees
 - Crane Use Fees
- Parking
 - Statter Harbor Lower Parking Lot Permit Fee (05 CBJAC 20.090)
 - Parking Lot Fees (05 CBJAC 20.160)
 - Parking Management (05 CBJAC 45.055)
- Staff Labor fees (05 CBJAC 20.140)
- Boat Launch fees
 - Recreational boat Launch fees (05 CBJAC 20.060)
 - Fees for commercial use of boat launches (05 CBJAC 20.070)
 - Freight use of Launch Ramp facilities (05 CBJAC 45.035)



- Small Boat Harbor fee
 - o Special Annual Moorage fee for skiffs (05 CBJAC 20.020)
 - o Assigned Moorage Credit (05 CBJAC 20.025)
 - o Daily Moorage Fees (05 CBJAC 20.030)
 - o Downtown monthly Moorage Fees (05 CBJAC 20.040)
 - o Auke Bay monthly Moorage Fees (05 CBJAC 20.041)
 - o Monthly Pre-paid Discounts (05 CBJAC 20.042)
 - o Active Fishing Vessel Discount at Statter Harbor (05 CBJAC 20.044)
 - o Fee for tenders (05 CBJAC 20.020)
 - o Residence surcharge (05 CBJAC 20.050)
 - o Grid Usage Fees (05 CBJAC 20.100)
 - o Crane Use Fees (05 CBJAC 20.110)
 - o Pump Use fees (05 CBJAC 20.120)
 - o Storage fees (05 CBJAC 20.130)
 - o Reserved moorage waitlist fee (05 CBJAC 20.150)
 - o Private boathouse surcharge (05 CBJAC 20.170)
 - o Other fees (i.e. catamaran) (05 CBJAC 20.180)
 - o Winter management waitlisted vessel moorage zone (05 CBJAC 25.090)
 - o Shorepower access Fee (05 CBJAC 30.010)
 - o Vessel salvage and disposal (05 CBJAC 40.010(g)(1)(ii))
 - o Boom truck usage fee (05 CBJAC 15.110)

Tideland Leases

- Leasing
 - o Appraisal, lease rent requirements, and dispute resolution (05 CBJAC 50.040)
 - o Application fees; terms; payment (53.20.030(2))

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PORT ENGINEER'S PROJECT STATUS REPORT

Gary Gillette, Port Engineer

Project	Status	Schedule	Contractor	Notes
Auke Bay Loading Facility - Phase I				
Miscellaneous	In Progress		Staff	
Auke Bay Loading Facility - Phase II				
Reporting	On-Going	Quarterly	Staff	Next report due Jul 31 (Apr, May, Jun)
Old Douglas Harbor Reconstruction				
Permitting	In Progress		ACOE	Awaiting modified permit decision
Review of 2007 95% Drawings	Hold		Staff	Awaiting Corps Permit
Final Engineering and Design	Hold		PND	Awaiting Corps Permit
Bid	Hold			Awaiting Corps Permit
Construction	Hold	TBD		Awaiting Corps Permit
Statter Harbor Launch Ramp				
Conveyance - DNR Property at Glacier Hwy	In Progress		R&M	Awaiting survey approval by DNR
DNR Tidelands Survey	In Progress			Awaiting survey instructions
Final Engineering and Design	In Progress		PND	Awaiting 95% Design
Bid	Hold	July/Aug 2014		
Construction	Hold		TBD	
Statter Harbor Moorage Improvements				
As-Built Drawings	In Progress		PND	
CT Staging Area Improvements - Phase I				
As-Built Drawings	In Progress		PND	
CT Staging Area Improvements - Phase II				
Construction	In Progress	May 2, 2014	Miller Const. Co.	Complete Spring 2014
Signs	In Progress		Staff	Awaiting Taxi signs
Port of Juneau Cruise Berths				
1% for Art	In Progress		Staff	Developing RFP
Prefabrication and Procurement	In Progress		Manson	
Construction	Hold	Sept 2015	Manson	
RFP for Vibration Monitoring Services	Hold			
CA/Inspection Services	In Progress		PND	Fee proposal review
Port-Customs-Visitors Buildings				
As-Built Drawings	In Progress		JYL	Final review by D&H
Cathodic Protection Replacement				

PORT ENGINEER'S PROJECT STATUS REPORT

Gary Gillette, Port Engineer

Final Engineering and Design	In Progress	Fall 2014	Tinnea	Awaiting bid documents and Cost Estimate
Aurora Harbor Re-Build				
Building Permit			Staff	Applied for permit
Construction	In Progress	Fall 2014		Submittal Review
Completion		Spring 2015		
Douglas Breakwater	Complete		ACOE	Awaiting final processing - CBJ Match Amount
Bridge Area - SeaWalk Planning	Hold			Coordination with Engineering
Alaska Marine Services Center	Hold			Working with AKMX, Eng, P&R
Statter Harbor Passenger For Hire Float	Hold			Awaiting Funding
Statter Boat Haul-Out/Kayak Ramp	Hold			Awaiting full funding
Weather Monitoring System	In Progress		Staff	RFP Review
Pump Out Stations and Carts	In Progress		Staff	First cart has arrived
Periodic Maintenance Plan	Planning		Staff	
Archipelago Property Improvements	Planning		Staff	Awaiting Board Direction
DHS Security Grant	Planning			Planning scoping session
Statter C Float Repair	Complete		Trucano	Awaiting project close out
Seaplane Float Repairs	In Progress		Trucano	
Norway Point Float Repairs	Construction		Silverbow	Awaiting materials
Auke Bay Breakwater Safety Improvements	Planning		TBD	