

CBJ DOCKS & HARBORS BOARD
CIP / PLANNING COMMITTEE MEETING AGENDA
For Thursday, January 20, 2011

- I. Call to Order (5:00 pm in ASSEMBLY CHAMBERS).**
- II. Roll Call (Mike Williams, Kevin Jardell, Eric Kueffner, Jim Preston, Bob Wostmann, Tom Donek).**
- III. Approval of Agenda.**
MOTION: TO APPROVE THE AGENDA AS PRESENTED OR AMENDED.
- IV. Public Participation on Non-Agenda Items.**
(Not to exceed five minutes per person or twenty minutes total time).
- V. Approval of December 9, 2010 CIP/Planning Meetings Minutes.**
- VI. Items for Action.**

1. RFP for Architectural Services – Juneau Marine Services Center.

Presentation by Port Engineer

Committee Questions

Public Testimony

Committee Deliberations

MOTION: TO RECOMMEND THE BOARD AUTHORIZE THE PORT DIRECTOR TO SOLICIT PROPOSALS FOR ARCHITECTURAL AND PLANNING SERVICES TO ASSIST WITH THE DEVELOPMENT OF PLANS FOR A MARINE SERVICES BUILDING AT THE BRIDGE IN ACCORDANCE WITH DIRECTION PROVIDED BY THE ASSEMBLY.

2. Statter Harbor Renovations and Repairs Design Contract.

Presentation by Port Engineer

Committee Questions

Public Testimony

Committee Deliberations

CBJ DOCKS & HARBORS BOARD
CIP / PLANNING COMMITTEE MEETING AGENDA
For Thursday, January 20, 2011

VI. Items for Action(continued).

MOTION: TO RECOMMEND THE BOARD REQUEST THE ASSEMBLY APPROVE A TIME AND MATERIALS CONTRACT WITH PND, INC. NOT TO EXCEED \$298,354 IN ORDER TO PREPARE BID DOCUMENTS FOR RENOVATION AND REPAIRS OF THE STATTER HARBOR MOORAGE FLOAT SYSTEM.

3. Docks and Harbor FY12 CIP Budget.

Presentation by Port Engineer

Committee Questions

Public Testimony

Committee Deliberations

MOTION: TO RECOMMEND THE BOARD ADOPT THE DOCKS AND HARBORS FY12 CIP BUDGET AS RECOMMENDED BY THE PORT ENGINEER AND TO SUBMIT THE CIP BUDGET TO THE CITY MANAGER FOR PRESENTATION TO THE ASSEMBLY.

4. Scope of Work and Fee Proposal for Additional Investigation of a Haulout and Boatyard Facility.

Presentation by Port Engineer

Committee Questions

Public Testimony

Committee Deliberations

MOTION: TO RECOMMEND THE BOARD AUTHORIZE THE PORT DIRECTOR TO APPROVE A FIXED FEE CONTRACT WITH URS, INC. IN THE AMOUNT OF \$28,600 TO CONDUCT ADDITIONAL STUDY OF A HAULOUT AND BOATYARD FACILITY.

5. Auke Bay Loading Facility – Phase II Bid Award

Presentation by Port Engineer

Committee Questions

CBJ DOCKS & HARBORS BOARD
CIP / PLANNING COMMITTEE MEETING AGENDA
For Thursday, January 20, 2011

VI. Items for Action(continued).

Public Testimony

Committee Deliberation

**MOTION: TO RECOMMEND THE BOARD ASK THE ASSEMBLY TO APPROVE A
BID AWARD FOR AUKE BAY LOADING FACILITY – PHASE II.**

VII. Items for Information/Discussion

1. Memorandum of Agreement between Engineering Department and Docks and Harbors.

Presentation by Port Engineer

VIII. Member & Staff Reports.

IX. Committee Administrative Matters.

Next Meeting February 17, 2011

X. Adjournment.

CBJ DOCKS & HARBORS BOARD
CIP/PLANNING COMMITTEE MEETING MINUTES
For Thursday, December 09, 2010

I. Call to Order.

Committee member Mr. Williams called the meeting to order at 5:00 p.m.

II. Roll.

The following members were present: Mr. Williams, Mr. Donek, Mr. Keuffner, Mr. Jardell, Mr. Wostmann, and Mr. Preston.

There were no members absent:

Also in attendance were: Mr. Stone – Port Director and Mr. Gillette – Port Engineer.

III. Approval of Agenda.

Mr. Gillette ask that item #2 under items for action be move to #1 then move to items for information, which is an added item this evening regarding the CIP project list for 2012. This would mean moving action item #2 to the end.

MOTION by Mr. Keuffner: ASK UNANIMOUS CONSENT TO APROVE THE AGENDA AS AMENDED. The motion passed without objection.

IV. Public Participation.

There was none at this time.

V. Approval of Previous Meeting Minutes.

MOTION by Mr. Preston: ASK UNANIMOUS CONSENT TO APPROVE THE PREVIOUS MINUTES OF November 18, 2010. The motion passed without objection.

VI. Items for Action.

1. CBJ Downtown Marine Support Facility.

Mr. Gillette stated that they are bringing this to the committee at this time to talk about where we are in terms of looking at the marine support facility. Mr. Gillette said that URS has done some work in the past back in 2007. Mr. McFarlane and Mr. Sill of URS are here to give a presentation and talk about some ideas of where we might go with this project.

Mr. McFarlane did a presentation for the committee members on potential new sights and concepts being considered for the work and is here to take direction from the committee on how to move forward to continue the study. He stated that originally they had selected 5 sights but after looking at the challenges with specific sights the choice has been dropped down to two, which is the

CIP/Planning Committee Meeting Minutes

December 9, 2010

Page 2

existing University property downtown and Norway Point. He went over the sight layouts and cost estimates to continue the study with the committee members at this time (See attached).

Mr. McFarlane stated that they have looked at both the sights that would be able to house a 150 ton marine travel lift, a working boat yard, and a float to support transient birthing. He went over the process that they went through to compare each sight and went over the comparisons of the two sights with the committee members and went over the criteria list at this time (See attached).

Mr. McFarlane stated that there are two new sights being look at this time. The first one is the Auke Bay Commercial Loading Facility and the second one is at the current Statter Harbor area. He stated that they are currently looking at a hydraulic trailer as apposed to a travel lift at the ABCLF and then the same would be look at with the Statter Harbor facility.

Mr. McFarlane said they are seeking the committee's direction as to how this study should proceed.

Based on the decision made by the committee Mr. McFarlane said that whatever the direction is that they have agreed to work with harbor staff to develop a scope and work closely with Mr. Gillette and Mr. Stone in the new year and come back to the committee with a fee proposal to support whatever scope of work you may see fit to move forward on.

Further discussion among the committee members, Mr. McFarlane, and Mr. Stone took place at this time regarding the specific site selections and the function of the hydraulic trailer.

There was no motion needed at this time but the committee directed staff to work with Mr. McFarlane and bring further information back to the next CIP meeting.

VI. Items for Information/Discussion.

1. CIP Projects for 2012.

Mr. Gillette stated earlier this week they had been advised by the City Manager and the Engineering Director that we needed to get our list of proposed CIP projects into them because they are starting the budget process. He went over the first draft list of projects with the funding sources with the committee members at this time (See attached).

Further discussion took place among the committee members and Mr. Gillette at this time.

CIP/Planning Committee Meeting Minutes

December 9, 2010

Page 3

(Cont. Items for Action)

2. Archipelago Property Offer.

Mr. Williams stated to the committee that they would be discussing this topic in an executive session at this time.

VII. Member & Staff Reports.

No reports at this time.

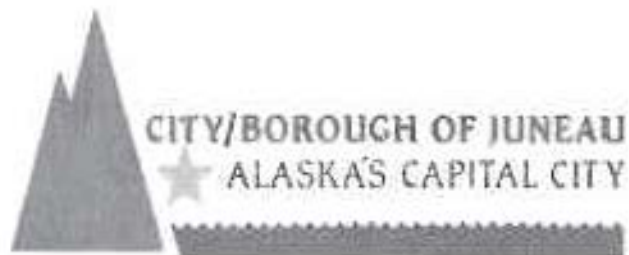
IX. Committee Administrative Matters.

The next meeting is scheduled for January 20, 2011 at 5:00 pm in the City Chambers.

X. Adjournment.

MOTION: THE MEETING ADJOURNED BY UNANIMOUS CONSENT. The motion passed without objection.

The meeting was adjourned at 6:45 p.m.



City & Borough of Juneau • Docks & Harbors
155 S. Seward Street • Juneau, AK 99801
(907) 586-0292 Phone • (907) 586-0295 Fax

Port of Juneau

REQUEST FOR PROPOSALS

No.: RFP DH11-000

ARCHITECTURAL SERVICES for the JUNEAU MARINE SERVICES CENTER

DATE OF ISSUE: FEBRUARY 00, 2011

Issued By: _____
John M. Stone, Port Director

ARCHITECTURAL PLANNING AND DESIGN SERVICES
for the
JUNEAU MARINE SERVICES CENTER
No.: RFP DH11-000

SCOPE AND INTENT: The City and Borough of Juneau Docks and Harbors Department (CBJ) is requesting proposals from consultants to provide professional planning and design services for a building or buildings for the Juneau Marine Services Center. CBJ anticipates the consultant selection process will be completed by February 00, 2011.

Due to anticipated funding and scheduling the services contract will be phased. Phase One would include programming, conceptual design, and cost estimating. Schematic Design, Design Development, Contract Documents, Bidding, Construction Administration, and Inspection services may be added to the contract if funding allows.

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.

QUESTIONS REGARDING THIS RFP: Gary Gillette, CBJ Port Engineer, telephone (907) 586-0398, fax (907) 586-0295 is the sole point of contact for all issues pertaining to this RFP. No oral interpretations concerning the RFP will be made to any person. Requests for interpretation must be made in writing and delivered or sent by fax to CBJ Docks and Harbor Department at least four (4) days prior to submittal deadline.

PRE-PROPOSAL MEETING: A non-mandatory pre-proposal conference of the proposed work will be held at 1:30 p.m. Wednesday, February 00, 2011 in the CBJ Port Office Conference Room, 2nd Floor, 76 Egan Drive. Persons interested in submitting proposals are encouraged to attend. Conference call capability will be available for the Pre-Proposal meeting. Proposers intending to participate via teleconference shall notify the Port Director's Office, at (907) 586-0292 by 4:30 p.m., Tuesday, February 00, 2011.

DEADLINE FOR PROPOSALS: One original and four (4) copies of proposals will be received until 2:00 p.m., Alaska Time on Tuesday, February 00, 2011, or such later time as the Port Director may announce by addendum to holders of the RFP documents at any time prior to the deadline. Late proposals will not be accepted.

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

PHYSICAL LOCATION:
City and Borough of Juneau
Docks and Harbors Department
76 Egan Drive
Juneau, AK 99801

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

MAILING ADDRESS:
City and Borough of Juneau
Docks and Harbors Department
155 South Seward Street
Juneau, AK 99801

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

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	2
1.1	Purpose.....	2
1.2	Background.....	3
1.3	Scope of Services	Error! Bookmark not defined.
1.4	Schedule of Work.....	2
1.5	Questions.....	3
1.6	Standard Contract Language	3
1.7	Contract Terms	3
2.0	PROPOSAL REVIEW PROCESS	4
2.1	Pre-Proposal	4
2.2	Proposal Development.....	4
3.0	PROPOSAL CONTENT REQUIREMENTS.....	5
3.1	Title Page.....	5
3.2	Table of Contents	5
3.3	Letter of Transmittal	5
3.4	Scope of Services and Work Plan.....	5
3.5	History and Experience	6
3.6	Proposer's Organization and Personnel Qualifications	6
3.7	Firm's Fee Schedule	6
3.8	Licenses.....	7
4.0	EVALUATION OF PROPOSALS.....	7
4.1	Criteria	7
4.2	Evaluation Process	7
5.0	SELECTION AND AWARD PROCESS.....	7
6.0	RULES GOVERNING CONSULTANT SELECTION & CONTRACT AWARD.....	8
6.1	Property of Proposals.....	8
6.2	Proposal Acknowledgment.....	8
6.3	Costs.....	9
6.4	Rejection of Proposals	9
6.5	Cancellation	9
6.6	Insurance Requirements	9
6.7	Alaska Business License	9
6.8	Juneau Business Sales Tax & Personal Property Tax.....	9
7.0	JUNEAU PROPOSER POINTS.....	9
8.0	PROTESTS.....	10

1.0 GENERAL INFORMATION

The CBJ 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.

1.1 Purpose

The purpose of this document is to solicit proposals from qualified Consultants to provide planning and design services for one or more buildings on city owned property at 000 West Ninth Street (area below east end of Douglas Bridge). The building would house the Port Director's Offices, a marine services related tenant, and a maritime museum/interpretive center. Additional buildings may include public restrooms, picnic shelter, or other ancillary structures.

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 (of the Docks and Harbors Department) is located on the 2nd floor of the Seadrome Building at 76 Egan Drive, Juneau, Alaska 99801.

1.2.1 Local Information

Located in the Southeastern panhandle of the state, Juneau is the capital and legislative hub of Alaska. Government, fishing, mining, and tourism employ most of the people in the community. The population of Juneau is approximately 31,000. Juneau has a maritime climate characterized by an abundance of rain and snow, and frequent high winds particularly in the winter. The effect of frequent freeze-thaw cycles is a major factor affecting any construction project or material placed out of doors. Flora and fauna are of the northern temperate rainforest variety dominated by evergreens and wetland environments.

1.2.2 Marine Services Center Information

The Docks and Harbors Department has proposed a new building to house the Port Director's Offices along with Alaska Marine Exchange who will participate as a partner and /or tenant. In addition, the Juneau Assembly directed that a maritime museum is to be included in the building. The proposed location of the building would be on the former Public Works parcel below the east end of the Douglas Bridge.

1.3 Scope of Services

The Consultant shall provide professional design services for planning and design of a building or buildings which would be scheduled in phases to match funding availability. Construction cost estimates would also be developed by the Consultant.

Phase One would include programming, conceptual design, and cost estimating. Phase Two would include schematic design, design development, and cost estimate. Phase Three would include completion of contract documents ready for bidding and bidding services. Phase Four would include construction administration, and inspection services.

It is intended that the work of Phase One would be contracted for immediately. Additional work of Phase Two through Phase Four may extend the contract as funding allows.

1.4 Schedule of Work

The Consultant shall be prepared to commence work of Phase One upon Notice to Proceed (NTP). Approximate start date would be March 00, 2011. Future phases of design work will depend upon availability of funding for the project.

1.5 Questions

Questions regarding this proposal should be directed to:

Gary Gillette, Port Engineer
City and Borough of Juneau
DOCKS and HARBORS DEPARTMENT
76 Egan Drive, 2nd Floor
Juneau, Alaska 99801

Telephone: (907) 586-0398
FAX: (907) 586-0295

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

1.6 Standard Contract Language

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

1.7 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 based on the proposed billing rates for the life of the contract, unless adjustments are approved by CBJ. There shall be no mark-up for expenses or for sub-consultant fees.

2.0 PROPOSAL REVIEW PROCESS

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 or 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 Department. One copy shall be retained for the official files of the CBJ Docks and Harbors Department and this copy will become public record after announcement of the successful Proposer. The CBJ Docks and Harbors Department will not return proposals to the Proposer. The CBJ Docks and Harbors Department 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 Department 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.

The proposer shall submit one original proposal and four copies. The proposal must be signed by the Proposer or by an agent only if he/she is an officer or a corporate representative authorized to sign contracts on the Proposer's behalf, a member of a partnership, or is properly authorized by a power of attorney or equivalent document. The name and title of the individual(s) signing the proposal must be clearly shown immediately below the signature. Proposals must be received in the number of copies stated in the RFP no later than the date and time specified in the cover letter.

Proposals not received by the date and time specified in the cover letter will not be considered.

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, the name of the firm, address, telephone numbers, and 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.

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.

propose a schedule of work that identifies the various tasks to accomplish the project including, but not limited to design, reviews, bidding, permitting, and construction. The schedule should provide for heavy construction work would be complete by May 1, 2009 so not to disrupt tour operations and use of existing facilities in the area. Notice to proceed for this RFP is anticipated to occur by approximately September 1, 2008. It is intended

that the Port-Customs building would be completed first with the visitor center building to be available for occupancy by May 1, 2010.

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 those 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.

3.6 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. Describe how this project fits into the firm's over-all organization.

3.6.2 Specify the project manager and other key personnel who will be directly providing services for the CBJ Docks and Harbors Department in various areas of the described project and state their position, role, and responsibility. The names, 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

Include a fee schedule of hourly rates of pay for personnel to be used on this project and the proposed tasks for the Scope of Services. Hourly rates shall include all markups and multipliers. The fee schedule will be used as a basis of negotiation for the contract and will not be evaluated or scored in the selection process.

3.8 Licenses

The proposal must include a statement indicating that all necessary business, corporate, and professional occupational licenses are currently held and must provide the license numbers. If all necessary licenses are not currently held, the proposal must indicate that the necessary applications have been made and that the firm is qualified for the licenses. Professional registration (Engineer/Architect) in the State of Alaska at the time of proposal submission is required. 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.

4.0 EVALUATION OF PROPOSALS

4.1 Criteria

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

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.

5.0 SELECTION AND AWARD PROCESS

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 member are then forwarded to the Port Director. These rankings are 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.

Selection of the successful Proposer will be made in a timely fashion but all offers must be complete and irrevocable for 60 days following the submission date.

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 RULES GOVERNING CONSULTANT SELECTION AND CONTRACT AWARD

6.1 Property of Proposals

All submittals in response to this Competition will become the property of the CBJ. Submittals will not be returned unless arrangements have been made in writing with the Port Engineer.

6.2 Proposals Acknowledgment

The proposal in response to this RFP shall constitute an acknowledgment that the consultant has thoroughly examined and is familiar with the project requirements. Misinterpretation or claimed lack of knowledge concerning the project will not serve as a basis for a claim.

6.3 Costs

All costs incurred by the consultant in preparation of the proposal shall be the responsibility of the consultant.

6.4 Rejection of Proposals

The CBJ reserves the right to reject any or all proposals, in whole or in part.

6.5 Cancellation

The CBJ may decide to cancel the RFP at any time, in which case no award will be made.

6.6 Insurance Requirements

The insurance requirements for this project are specified in Attachment B – Sample Contract.

6.7 Alaska Business License

An Alaska business license is required to work in the State of Alaska. Prior to contract award, the successful Artist must provide a copy of a current Alaskan business license. A business license can be obtained at (907) 465-2550 or online at www.dced.state.ak.us/occ/buslic.htm.

6.8 Juneau Business Sales Tax & 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 your proposal to be rejected. 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.

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 the CBJ Docks and Harbors Department.

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

9.0 SUPPORTING INFORMATION (Attached)

9.1 Attachment 1 - Standard Contract

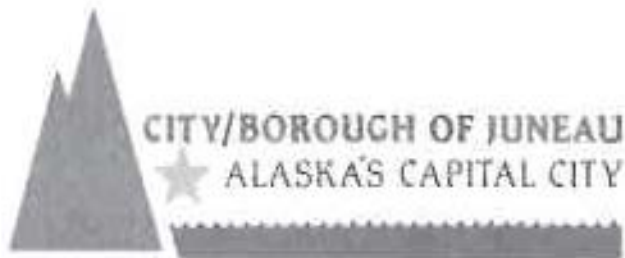
9.2 Attachment 2 - Existing Conditions Site Plan

PROPOSAL EVALUATION FORM

PROPOSER: _____

SCORED BY: _____ DATE: _____

Criteria		Points Awarded	
		Points Possible	Score
1.	Scope of Services and Work Plan		
	a. Proposal demonstrates a thorough understanding of scope of services requested and the proposed methodology for accomplishing the work will result in the best project for the city.	0-20	
	b. Proposed work plan and schedule is logical and feasible to accomplish the work.	0-20	
	c. The project team is able to accomplish the work within the firm's current workload and schedule of the project.	0-10	
2.	History and Experience		
	a. Firm and consultant team demonstrate experience with similar successful projects.	0-10	
	b. Example projects demonstrate unique, well-planned, and executed solutions to program, budget, and design challenges.	0-30	
	c. Past work experiences show high client satisfaction with CBJ, other governmental agencies, and private clients.	0-20	
	d. Delivers high quality services that result in projects constructed within established budgets and on schedule.	0-10	
	e. Demonstrates measures to control overall project costs through design.	0-10	
3.	Organization and Personnel Qualifications		
	a. Consultant team is well organized with appropriate levels and types of personnel to accomplish an efficient and effective project.	0 – 10	
	b. Personnel assigned to team have expertise in projects of similar scope and scale.	0 – 10	
	c. Proposal demonstrates effective quality control program for project success.	0 – 10	
4.	Proposal organization and clarity		
	a. Proposal is clear, concise, and responsive to needs of the project.	0 – 10	
	b. Proposal demonstrates the Consultant can provide a streamlined, cost-effective design process resulting in a successful project.	0 – 20	
		Subtotal	
The Port Director will assign points for Criterion 5 below.			
5.	Consultant meets the Juneau Proposer definition	0 or 10	
TOTAL POINTS		200	
INDIVIDUAL RANKING			



City & Borough of Juneau • Docks & Harbors
155 S. Seward Street • Juneau, AK 99801
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Port of Juneau

PROFESSIONAL SERVICES CONTRACT For PROJECT NAME Contract No. RFP Project Number

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

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

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

Now, therefore, the parties agree as follows:

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

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

3. PERSONNEL, EQUIPMENT, SUPPLIES, AND LICENSES.

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

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

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

(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 after the execution of the Contract and a City Purchase Order. All work shall be completed no later than the time specified in Appendix A. Amendment to this Contract may be made upon mutual, written agreement prior to the contract expiration date.

5. REPORTING. Except as authorized within Appendix A, the City's primary representative for this Contract shall be the Port Engineer, Gary Gillette, AIA. The City shall not be liable for Consultant's expenses incurred in reliance on directions received from any other municipal officer or employee. The Consultant's representative shall be Name, Title. Reliance by the City on representations by any other person shall be at the City's own risk.

6. COMPENSATION. The City agrees to pay the Consultant according to the provisions of Appendix B. The Consultant's fee schedule is attached to this contract and hereby incorporated into this contract by reference.

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

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

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

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

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

12. CONFLICTS OF INTEREST. Consultant agrees that no employee of the City, who has exercised or will exercise any authority over the specifications, procurement, supervision or

payment for this Contract, and no member of the employee's immediate family, has had or will have any direct or indirect financial interest in this Contract. If the Consultant learns of any such interest, the Consultant shall immediately inform the Port Director.

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

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

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

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

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

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

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

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

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

21. INSURANCE REQUIREMENTS. The Consultant has secured and shall maintain insurance for the risks and in the amounts specified in Appendix C.

22. INDEMNIFICATION AGREEMENT. Consultant shall indemnify, defend, and hold harmless

APPENDIX A: SCOPE OF SERVICES

Project Name
Contract No. Project Number

SCOPE OF SERVICES: The Scope of Services for this contract shall be (insert scope).

PERSONNEL: The Consultant's primary personnel for this work will be Name. Other qualified staff will be assigned to the project as required.

SCHEDULE: The planning, design, contract documents, and cost estimates pertaining to this contract shall be completed by Date unless modified by written mutual agreement under the terms of this contract. Other work shall be performed to coincide with the bidding process to be determined.

EXPIRATION DATE: This contract expires on Date unless an amendment changing this date is fully executed prior Date.

APPENDIX B: COMPENSATION

Project Name
Contract No. Project Number

Amount of Payment

Lump Sum Consultant shall be compensated a (Lump Sum or T&M) amount of Amount for satisfactory performance of engineering services described in this contract and in accordance with the Consultant's Fee Proposal dated Date (copy attached).

Method of Payment

Monthly Payable within 30 days of receipt of an invoice approved by the City's primary representative 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 City's Primary representative, 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 change in rates during the term of this Agreement and no additional compensation for overtime, weekend, or holiday work, unless agreed to pursuant the above section.

Compensation for sub-consultants shall be equal to the amounts actually paid to sub-consultants hereunder who have been retained after the written approval by the City's Primary representative of: a) the sub-consultant, b) the compensation to be paid the sub-consultant, and c) the terms and conditions of the subcontract. No markup allowance is allowed.

Compensation for expenses shall be an amount equal to reimbursable expenses approved in advance by the City's Primary representative, necessary and reasonably incurred and actually paid by the Consultant in the performance of the services hereunder. No markup allowance is allowed. Reimbursable expenses are expenses that are unique to the performance of the services under the Contract and generally contemplate the purchase of outside ancillary services, such as mailing and delivery charges for submittal of drawings, specifications and reports, long distance telephone calls, rentals of equipment, travel and local transportation, meals and lodging on overnight trips.

Reimbursable expenses do not include expenses that are usually and customarily included as part of the Consultant's overhead. For the purposes of this Agreement reimbursable expenses do not include amounts for typing, utilization of computer systems, computer aided design and

drafting (CADD), cameras, recording or measuring devices, flashlights and other small, portable equipment, safety supplies, phones, telephone calls, electronic messaging including FAX, Telex and telegrams, or expendable office supplies. Unless otherwise indicated, required insurance is not a reimbursable expense.

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

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

- ♦ Airline tickets should be purchased at the 14 day advanced purchase price whenever possible. The CBJ will not pay for First Class travel. Any deviation shall be approved in writing in advance by the City's Primary representative.
- ♦ Per diem meal allowance shall be: \$40.00 (\$10.00 for breakfast, \$10.00 for lunch and \$20.00 for dinner).
- ♦ The Consultant shall stay at the hotel with a daily rate not to exceed \$125.00, unless unavailable.
- ♦ Travel agent fees, tips, alcohol or bar tabs shall not be paid by the City.
- ♦ Car rental, parking, and taxi fees shall be reasonable and not excessive. This reimbursement is for services in Juneau only. Parking fees, etc. outside of Juneau will not be reimbursed.

APPENDIX C: INSURANCE REQUIREMENTS

Project Name
Contract No. Project Number

The Consultant must provide certification of proper insurance coverage or binder to the City and Borough of Juneau. The City must be named as an additional insured as respects their interest for this specific project, except for Professional Liability Insurance and Workers Compensation Insurance. Proof of the following insurance is required before award:

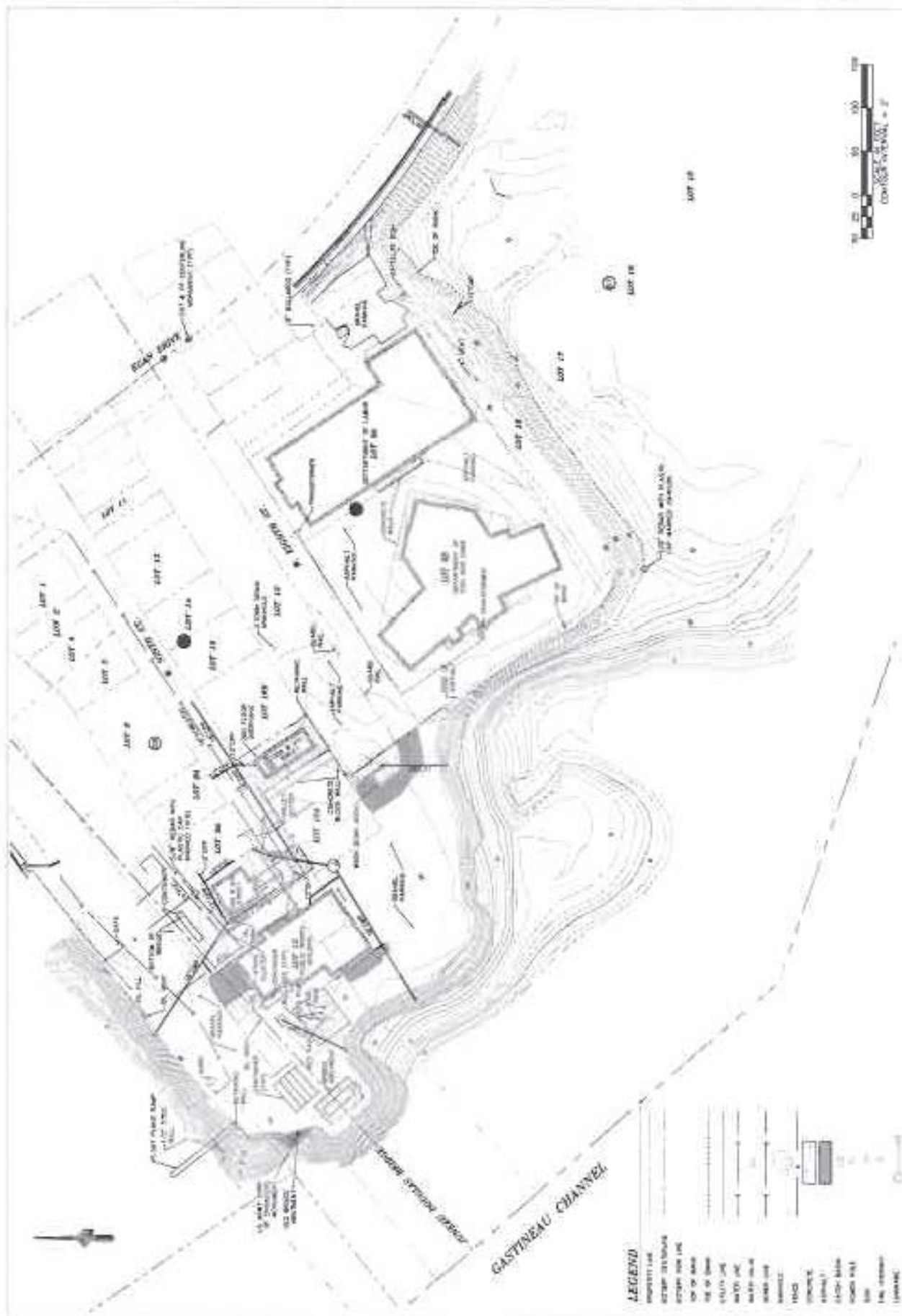
Commercial General Liability Insurance. The Consultant must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against the Consultant. This amount must be at least one million dollars (\$1,000,000.00) per occurrence, and two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

Professional Liability Insurance. The Consultant must maintain Professional Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) per claim to protect the Consultant from any claims or damages for any negligent act, error or omission of the Consultant, the Consultant's firm, employees, or subcontractors (which results in a financial loss to the City).

Workers Compensation Insurance. The Consultant must maintain Workers Compensation Insurance to protect the Consultant from any claims or damages for any personal injury or death, which may arise from services performed under this contract. This requirement applies to the Consultant's firm, the Consultant's subcontractors and assignees, and anyone directly or indirectly employed to perform work under this contract. The Consultant must notify the City as well as the State Division of Workers Compensation immediately when changes in the Consultant's business operation affect the Consultant's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of one hundred thousand dollars (\$100,000.00) per injury, and five hundred thousand dollars (\$500,000.00) policy limits.

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

Each policy shall be endorsed to waive all rights of subrogation against the City by reason of any payment made for claims under the above coverage, except Workers Compensation and Professional Liability.





January 10, 2011

102069.01

John Stone, P.E.
Port Director
CBJ Docks & Harbors Department
155 South Seward Street
Juneau, Alaska 99801

Subject: Statter Harbor Deferred Maintenance
Design Phase Engineering Services Proposal

Dear Mr. Stone:

At your request, PND Engineers, Inc. has prepared the attached fee proposal for design and bid phase services for the Statter Harbor Deferred Maintenance project. PND will utilize Haight and Associates to provide the required electrical engineering services.

Scope of Deferred Maintenance (Phase 1) Construction Improvements

Attached is a general improvements site plan, engineer's preliminary cost estimate and detailed fee proposal describing the scope of improvements included in this proposal. In general, the improvements consist of the following:

- New Headwalk Float, approximately 365 LF. Tie in location along existing Headwalk Float and float type to be determined
- Anchorages for new floats, anchors with chains and/or pipe piling to be determined
- New Gangway Landing Float
- Modify & refurbish existing gangway
- Deferred Maintenance items on existing moorage and Breakwater floats including float connection refurbishment, transition plate refurbishment and concrete repair. Final scope of deferred maintenance items to be finalized following additional consultation with CBJ D&H
- Power & Lighting on new Headwalk, feeder reconfiguration and repower existing services. Infrastructure for future moorage floats to be provided in Phase 1
- Domestic water system, non-insulated summer time only use
- Utility and structural accommodations for future moorage expansion

Scope of Deferred Maintenance (Phase 1) Engineering Services

PND proposes to perform the work per the attached fee proposal on a Time and Expenses reimbursable basis for \$298,345. We will not exceed this amount without written authorization from the CBJ. This

proposal includes the preparation of bid ready plans, technical specifications, engineer's cost estimate, State & Federal permit applications, bidding and contract documents for the listed Deferred Maintenance and moorage improvements. Unless otherwise instructed, PND will rely upon available pile driving and anchor installation records provided by the State of Alaska for the design of the float anchorages. As such, no additional geotechnical investigations are proposed under this initial phase of improvements. Additionally, we will rely on previously gathered topographic and bathymetric survey information and augment this data with in-house surveys as required.

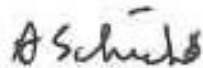
Deferred Maintenance (Phase 1) Design and Construction Schedule

We understand that the City wishes to complete the on-site construction by spring 2012. With this in mind, PND proposes to provide design and bid phase assistance services per the following schedule:

1. Site visit and field verification of existing conditions. Meet with City to confirm final scope of Deferred Maintenance improvements	Within 3 weeks following NTP.
2. 65% design review documents including plans and engineer's cost estimate	6 weeks after item 1
3. City review comments on 65% design documents:	1 week after item 2
4. 95% design documents including plans, specifications and engineer's cost estimate:	5 weeks after item 3
5. City review comments on 95% design documents:	1 week after item 4
6. Stamped bid ready documents:	2 weeks after item 5
7. Advertising period:	4 weeks
Total time NTP to Bid Opening:	22 weeks
On-site Construction Schedule	October 01, 2011 – May 01, 2012

We appreciate the opportunity to assist the Docks and Harbors Department with the refurbishment and development of Statter Harbor. Feel free to call me or Dick Somerville if you have questions regarding this proposal or if you wish to revise the scope of services in any way to better serve your needs.

Sincerely,
PND Engineers, Inc. Juneau Office



Andrew Schicht, P.E.
Senior Engineer

Enclosures

PND Engineers, Inc.

Statter Harbor Deferred Maintenance & Phase 1 Moorage Improvements
Professional Engineering Services Time & Expenses Fee Proposal - January 10, 2011

Final Design & Contract Documents

PND Project No. 0102069.02

Scope of Services

Scope of Services	Task 1: Design Development - 65% Design Completion											Task Subtotal Costs
	PND Senior Engineer VII	PND Senior Engineer VI	PND Senior Engineer V	PND Senior Engineer IV	PND Staff Engineer V	PND Staff Engineer IV	PND CAD Designer V	II & A Principal Engineer	II & A Project Engineer	II & A CAD Designer	II & A Clerical / Admin	
	\$150,000	\$160,000	\$120,000	\$120,000	\$160,000	\$95,000	\$90,000	\$160,000	\$150,000	\$95,000	\$75,000	
1.1 Description plan, summaries & schedule	2			8	12		4					\$2,848
1.2 Deferred Maintenance items on existing float including float connection reinforcement, transverse plate reinforcement, & concrete floor shell repairs	12	4		40	40		24					\$33,320
1.3 Site plan - moorage improvements, deferred maintenance, uplands & utilities layout	2			32	32		24					\$9,520
1.4 Headwalk float	12	16		160	320		60					\$33,800
1.5 Gangway landing float	4	8		32	32		16					\$10,400
1.6 Existing gangway modifications including new landing assembly & electrical conduit routing accommodations	2			16	12		4					\$3,800
1.7 Float anchorage system design & structural research	12	12		60	48		16					\$17,280
1.8 Domestic water system hydraulic calcs, piping plan & details - floats & uplands	2			32	16		16					\$7,200
1.9 Life Safety Equipment				4	4		6					\$1,420
1.10 Planning & accommodations for Phase 2 Moorage Improvements including considerations for fuel lines, domestic water, structural float connections, power & lighting design	8	16		68	48		12		12	12		\$18,420
1.11 Temporary pedestrian access during construction	4	2		8	12		8					\$3,840
1.12 Upland electrical	2			8	4		2		20	12	2	\$6,120
1.13 Electrical & lighting w/ structural supports - new float	4			12	12		4		20	16	2	\$8,310
1.14 Deferred maintenance electrical	2			4					12	12	2	\$3,800
1.15 Repower existing float electrical	2			2					8	8	2	\$2,670
1.16 Coast Guard electrical service				2					4	4	2	\$1,370
1.17 Temporary electrical during construction				2					8	6		\$2,010
1.18 Federal & State permit applications	2			6	4	40	12					\$6,370
1.19 65% Cost estimate	4			12	4				8			\$3,680
Total Estimated Task 1 Manhours	70	56	428	410	40	208			32	70	10	\$156,528

[illegible]

Task 2: Construction Documents - 95% Design Completion										
	3	4	5	6	7	8	9	10	11	12
2.1 Demolition plans, estimates & schedules										
2.2 Deferred maintenance items on existing floors including floor connection refurbishment, transition plan refurbishment, & concrete floor steel repair	4	4	24	24						
2.3 Site plan - mortgage improvements, deferred maintenance, upgrades & utility layout	2		16	16						
2.4 Hazardous waste	4	12	60	60						
2.5 Gangway leading flat		2	12	24						
2.6 Existing gangway modifications including new building assembly & electrical conduit routing accommodations			12	8						
2.7 Floor anchorage system design	4	12	48	32						
2.8 Domestic water system hydraulic calculations, piping plan & details - floors & uplands	2		32	8						
2.9 Life Safety Equipment			2	4						
2.10 Plumbing & accommodations for Phase 2 Mortgage Improvements including considerations for fuel tanks, domestic water, structural floor connections, power & lighting design	4	8	40	40						
2.11 Temporary pedestrian access during construction	2		8	4						
2.12 Upward electrical	2		4	4						
2.13 Electrical & lighting w/ structural supports - new floors	2		12	8						
2.14 Deferred maintenance electrical	2		6	6						
2.15 Reproduct coating floor electrical	2		2	2						
2.16 Coast Guard electrical service			2	2						
2.17 Temporary electrical during construction	1		6	2						
2.18 Response to agency questions	2		6	6						
2.19 95% Cost estimate	4	4	12	24						
2.20 Technical specs	4									
Total Estimated Task 2 Manhours	36	42	310	280	42	102	6	190	62	

3.1 Final stamped Bid Ready Contract Documents	16	4	32	16	4	2	8	4	11,600
3.2 Bid & award phase assistance	8		16	4		8	8		54,875
Total Estimated Task 3 Manhours	24	4	48	20	16	2	16	4	116,475

Estimated Third Party Expenses	
Charter/Lease Price and Expense	\$1,200
to consumables, fuel, freight, small tools, office supplies, etc.	\$1,500

TOTAL ESTIMATED FEE ALL TASKS 1-3



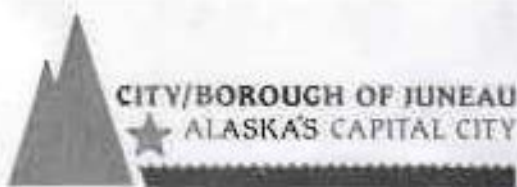
STATTER HARBOR DEFERRED MAINTENANCE PHASE 1

PRELIMINARY BUDGET

Prepared By: PND ENGINEERS, INC.

December 16th, 2010

Item	Item Description	Units	Quantity	Unit Cost	Amount
1	Mobilization	L.S.	All Req'd	10%	\$57,500
2	Replace cylindrical fenders & steel mounting hardware at Breakwater float module connections, (9) units total	L.S.	All Req'd	\$100,000	\$100,000
3	Repair broken intermediate tensioning unit structural connections, (2) modules	L.S.	All Req'd	\$50,000	\$50,000
4	Provide & install flotation buoys	E.A.	100	\$600	\$60,000
5	Repair damaged concrete float shells & module edges, multiple locations	L.S.	All Req'd	\$200,000	\$200,000
6	Electrical Cable chafe protection	L.S.	All Req'd	\$20,000	\$20,000
7	Replace connecting steel, hardware & cylindrical fender associated w/ Breakwater to Headwalk float flexible float connection	L.S.	All Req'd	\$20,000	\$20,000
8	Miscellaneous minor electrical & lighting upgrades including breaker replacement	L.S.	All Req'd	\$100,000	\$100,000
9	Replace/refurbish float tension plates	L.S.	All Req'd	\$25,000	\$25,000
10	Demolition & Disposal, includes existing Statter Harbor Headwalk & Gangway Landing Float	L.S.	All Req'd	\$200,000	\$200,000
11	Refurbish Existing Gangway & Landing Assembly	L.S.	All Req'd	\$50,000	\$50,000
12	Gangway Landing Float, 34' x 28'	L.S.	All Req'd	\$120,000	\$120,000
13	Headwalk Float, 14' x 345'	SF	4830	\$180	\$869,400
14	Float Anchorage System	L.S.	All Req'd	\$300,000	\$300,000
15	Temporary pedestrian access during construction of new Headwalk Float	L.S.	All Req'd	\$70,000	\$70,000
16	Temporary Electrical to harbor during construction of new Headwalk Float	L.S.	All Req'd	\$50,000	\$50,000
17	Electrical System including new lighting & power for new Headwalk Float, remote primary feed-down refurbished gangway and repower existing system south of new Headwalk Float	L.S.	All Req'd	\$500,000	\$500,000
18	Reconfigure Coast Guard Electrical Service	L.S.	All Req'd	\$15,000	\$15,000
19	Domestic Water System (Summer Use)	L.S.	All Req'd	\$60,000	\$60,000
20	Hoisting to New Float Tension Assemblies	L.S.	All Req'd	\$35,000	\$35,000
21	Life Ring & Fire Extinguishers	L.S.	All Req'd	\$10,000	\$10,000
22	Construction Surveying	L.S.	All Req'd	\$15,000	\$15,000
ESTIMATED CONSTRUCTION BID PRICE					\$2,924,900
SCOPE & CONSTRUCTION CONTINGENCY (10%)					\$439,035
FINAL DESIGN, PERMITTING, CITY ADMINISTRATION, CONTRACT ADMINISTRATION, INSPECTION & OTHER INDIRECT COSTS (38%)					\$526,842
TOTAL RECOMMENDED PROJECT BUDGET					\$3,890,777



City & Borough of Juneau • Docks & Harbors
155 S. Seward Street • Juneau, AK 99801
(907) 586-0292 Phone • (907) 586-0295 Fax

Port of Juneau

Docks and Harbors Board FY 12 Marine Passenger Fee Request CBJ Cruise Ship Dock Replacement Project

Project Description: The project is located in downtown Juneau waterfront, an area that services up to 1,000,000 cruise ship passengers each year. The project consists of refurbishing two public cruise ship piers with the new floating berths as approved by the Assembly in September, 2010. The current piers are in need of replacement due to their age and condition. The current piers are also too small to handle panamax size cruise ships and the configuration of the piers has caused the loss of public access to the waterfront due to new maritime security requirements. Preliminary engineering is currently being undertaken and detailed cost estimates are expected to be provided to the Assembly by March, 2011.

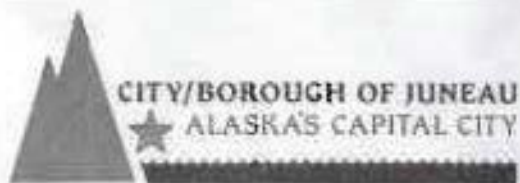
Marine Passenger Fee Funds Requested (FY12) – to be supplied by March, 2011.

Project Review: The project is part of CBJ's Waterfront Plan that was adopted by the CBJ Assembly in 2005. The plan was adopted as local ordinance after an extensive public involvement process. In addition, the project has been extensively vetted by the Assembly and Docks and Harbors Board. On September 20, 2010 the CBJ assembly adopted a resolution supporting the project and authorizing the Docks and Harbors Board to move forward a design alternative known as Concept 16B.

Project Time-Line: CBJ expects to design the project in the spring and summer of 2011 and accept bids for construction during the winter of 2011/2012. The current project schedule calls for installing the new berth at the Cruise Ship Terminal by the start of the 2013 season and the new berth at the Steamship Dock by the start of the 2014 season. Funding will be needed over a number of years due to the size and cost of the project.

Maintenance and Operation Responsibility: CBJ is responsible for all ongoing maintenance and operating expenses and will use local dock funds for these expenses.

Project Contact: John Stone, CBJ Port Director 586-0294



Port of Juneau

Docks and Harbors Board FY 12 Passenger Fee Request Statter Harbor Passenger For Hire Facility

Project Description: The project is part of the master plan for rebuilding CBJ harbor assets in Auke Bay. Assets include the Statter Harbor moorage float system, the Statter Harbor recreational boat launch facility, and DeHart's Marina, Fuel Dock and Boatyard. This infrastructure needs to be replaced or refurbished over the next few years. The project includes installation of a boarding float, gangway, and passenger loading zone to service the passenger for hire industry in Auke Bay. Nearly all of the customers that will use this new facility will be cruise ship passengers. These activities currently take place in areas of Statter Harbor that were not designed and are incapable of providing safe and efficient service. The lack of infrastructure also greatly detracts from the local resident's ability to use Auke Bay.

Passenger Funds Requested (FY12) - \$2,173,244

Funds Already in Hand

Local Marine Passenger Fee Funds (FY06 and FY 07)- \$500,000

Funds Needed But Not yet Requested – The project is estimated to cost \$4,846,488. This year's request represents half the funds needed to complete the project. We expect to submit an additional request next year to fulfill the project funding need.

Project Review: The project is part of the Board's "Harbors Long Term Financial Plan" and the "Auke Bay Master Plan" and was approved by the voters in two special sales tax ballots. The Board is also conducting public meetings with facility users on the specifics of moving forward with the project.

Project Time-Line: An environmental assessment is currently being undertaken for the new launch ramp portion of the project. We expect to obtain permits for the new launch ramp and associated infrastructure by July 1, 2011. We expect to award a bid for the project by January 1, 2012. Construction is expected to occur during the spring of 2012 with completion of the project by the end of 2012.

Maintenance Responsibility: CBJ is responsible for all ongoing maintenance expense and will use local harbor operations funds for these expenses.

Project Contact: John Stone, CBJ Port Director 586-0294



**STATTER HARBOR COMMERCIAL LOADING FLOAT & ASSOCIATED UPLAND
DEVELOPMENT**

PRELIMINARY BUDGET

Prepared By: PND ENGINEERS, INC.

December 16th, 2010

Item	Item Description	Units	Quantity	Unit Cost	Amount
1	Mobilization	LS	All Req'd	10%	\$317,600
2	Demolition & Disposal including travel lift dock	LS	All Req'd	\$90,000	\$90,000
3	Pedestrian Access Gangway, 10'x100'	LS	All Req'd	\$225,000	\$225,000
4	Commercial Loading Float, 32'x150'	SF	4800	\$225	\$1,080,000
5	Float Piles & Mooring Frames	EA	6	\$35,000	\$210,000
6	Gangway Mounting Attachment	LS	All Req'd	\$90,000	\$90,000
7	Float-mounted Sewer Pumpout	LS	All Req'd	\$80,000	\$80,000
8	Domestic Water System	LS	All Req'd	\$100,000	\$100,000
9	Electrical and Lighting System on Commercial Loading Float	LS	All Req'd	\$225,000	\$225,000
10	Dredging w/ On-site Disposal	CY	8,000	\$50	\$400,000
11	Blow Rock Borew	CY	15,000	\$22	\$330,000
12	Curbs and Sidewalks	LS	All Req'd	\$40,000	\$40,000
13	Storm Drain System	LS	All Req'd	\$30,000	\$30,000
14	Paving w/ Base Course (4" A.C.P.)	AC	1.0	\$140,000	\$140,000
15	Painted Traffic Markings	LS	All Req'd	\$10,000	\$10,000
16	Signage	LS	All Req'd	\$7,500	\$7,500
17	Guardrail	LP	550	\$40	\$22,000
18	Fencing	LS	All Req'd	\$20,000	\$20,000
19	Armor Rock Slope Protection	CY	1200	\$35	\$32,500
20	Upland Area Lighting	LS	All Req'd	\$25,000	\$25,000
ESTIMATED CONSTRUCTION BID PRICE					\$3,493,600
SCOPE & CONSTRUCTION CONTINGENCY (15%)					\$524,040
FINAL DESIGN, PERMITTING, CITY ADMINISTRATION, CONTRACT ADMINISTRATION, INSPECTION & OTHER INDIRECT COSTS (18%)					\$628,848
ENVIRONMENTAL SAMPLING					\$200,000
TOTAL RECOMMENDED PROJECT BUDGET					\$4,846,488

Note: Dredging and disposal costs assume favorable environmental testing results

Request to Alaska Legislature for Alaska Municipal Matching Grant Program Funds

Aurora Harbor Replacement Phase I

Project Description: The project is located in Juneau, Alaska and includes the replacement of the dilapidated moorage float system for Aurora Harbor. The float system was installed in 1965 and 1975 and is beyond the end of its useful life. Approximately 500 vessels ranging in length from 16 to 110 feet are moored in the harbor system. This facility was transferred from the State of Alaska to CBJ in 2003. Due to the size of the project, it will be done in phases as funding is obtained. This portion of the project will replace the "A" float where the largest boats are moored including the tug that services cruise ships. CBJ submitted a matching grant application to the Alaska Department of Transportation for FY12 funds under the Alaska municipal matching grant program.

State Funds Requested (FY12) - \$2,000,000

\$2,000,000 (Alaska Municipal Harbor Matching Grant Program)

Local Funds (FY 12)

Local Funds - \$500,000 (Marine Passenger Fees)

Local Funds - \$1,500,000 (Harbors Enterprise Funds)

Funds Needed But Not yet Requested – \$14,000,000

Project Review: The project is part of CBJ's Harbors Long Term Financial Plan. The Plan was adopted by the Docks and Harbors Board and reviewed by the CBJ Assembly in 2004.

Project Time-Line: This project can be done under a nationwide general permit and permitting is not a timing issue. CBJ expects bid the project within six months of receiving funding approval. Construction is expected to last 18 to 24 months.

Maintenance Responsibility: CBJ is responsible for all ongoing maintenance and operating expense and will use local enterprise funds for these expenses.

Project Contact: John Stone, CBJ Port Director 586-0294

Statter Harbor Rehabilitation and DeHart's Marina Float Replacement

Project Description: The project is located in Auke Bay, Alaska and includes the rehabilitation of the Statter Harbor moorage float system and the replacement of the DeHart's Marina moorage floats and fuel dock. The Statter Harbor float system was built in the mid-1980's and needs to be refurbished in order to prevent structural failure of its primary components and to extend its useful life. DeHart's Marina was built in the 1960's and 70's, is at the ends of its life, and needs to be replaced.

Funds Requested (FY12)

State Funds - \$6,000,000 (Legislative Grant Request)

Funds Needed But Not yet Requested - No additional request expected.

Project Review: The project is part of CBJ's Harbors Long Term Financial Plan. The Plan was adopted by the Docks and Harbors Board and reviewed by the CBJ Assembly in 2004. In addition, the project is part of the Statter Harbor Master Plan that was adopted by the Board in 2005.

Project Time-Line: Replacement of the existing float systems can be done under a nationwide general permit so permitting is not a timing issue. CBJ expects that its can design, bid, and complete the project within two years after funding is obtained.

Maintenance Responsibility: CBJ is responsible for all ongoing maintenance and operating expense and will use local funds for these expenses.

Project Contact: John Stone, CBJ Port Director 586-0294



January 13, 2011

Mr. John Stone, Port Director
City & Borough of Juneau
155 S. Seward Street
Juneau, AK 99801

Re: CBJ Marine Facilities Study, Phase 2

Dear Mr. Stone:

URS appreciates the opportunity to complete the work on the CBJ Marine Facilities Study, bringing to closure the 2006-07 conceptual development study (formerly by Tryck Nyman Hayes, TNH.) We propose the following scope of work and associated fee to complete the work as outlined below:

PROJECT BACKGROUND & UNDERSTANDING

Phase 1 of the project began in late 2006 with a siting study that considered six (6) potential sites for the development of marine facilities in Juneau (nominally, a 150T boat launch and associated boatyard). A Public Involvement Process (PIP) led to the short-listing of two sites: the University Property, across from Juneau-Douglas High School, and Norway Point, for which conceptual layouts and opinions of probable construction cost (OPCC) were developed. A subsequent value engineering (VE) analysis and PIP considered the relative benefits and challenges of each site. When the PIP was unable to reach a consensus site, the study was truncated at around 75-percent completion in mid-2007 with approximately \$31,000 remaining in the project budget. TNH's contract was extended and subsequently TNH was acquired by URS Corporation (URS) in 2008.

Recently, two new sites have arisen for consideration: the former DeHart's Haulout Facility (DeHart's) now owned by CBJ, and the new Auke Bay Loading Facility in Auk Nu Cove (Auk Nu). Phase 2 of the project will address these sites by providing conceptual layouts and supporting OPCC in order that the new sites may be compared to those considered in Phase 1, and so that CBJ may move forward with plans to develop these facilities as part of an overall waterfront master plan effort. URS approached CBJ late in 2010 regarding their interest in resuming the study to include these sites. URS provided a project update to the Docks & Harbors Board on December 7, 2010 and subsequently met with CBJ Harbors to discuss the proposed scope of work for Phase 2.

CBJ Harbors desires to work closely with URS to develop viable conceptual plans (one per site) with associated OPCCs to include: a dedicated 45-75T hydraulic trailer and launch ramp, a washdown facility, and upland boat storage. The 150T Marine Travelift considered in Phase 1 is no

longer under consideration. CBJ Harbors does not wish to expand the uplands to expand the site footprint beyond that shown on the existing site plans (by others). Public input will be solicited during the draft concept phase, in the form of a presentation delivered by URS at the scheduled April 21 CIP Committee meeting. Public comments will be summarized and included in a letter report. CBJ Harbors does not wish for the previous sites (University Property and Norway Point) to be revisited, with the exception of updating the Phase 1 OPCCs to 2011 construction dollars for comparison to the Phase 2 concepts.

SCOPE OF WORK

URS will prepare one concept for each site, in AutoCAD format, working closely with CBJ Harbors staff to prepare up to three iterations for each concept, based on feedback from CBJ and select stakeholders that may be identified, and the Public at large. Deliverables include the following:

1. Two (2) conceptual level site plans (one per site), in AutoCAD and PDF format, will be developed for Public presentation. These will be based on existing AutoCAD base plans for each site to be provided by CBJ Harbors. URS will meet with CBJ Harbors staff at appropriate junctures in the work to refine the concepts under development. Up to three (3) iterations of each plan are anticipated.
2. Powerpoint presentation for the April 21 CIP Committee meeting (by Matthew Sill and Shaun McFarlane.)
3. Letter report to document Phase 2 include discussion of the permits required for each site, accessibility, availability of utilities, overall public comments, and any other site-specific information that could influence a siting decision.
4. OPCCs for DeHart's and Auk Nu sites (2011 construction dollars) with construction contingency appropriate to the preliminary level of conceptual development.
5. OPCCs for the University Property and Norway Point sites updated from 2007 to 2011 construction dollars.

PROJECT TEAM

Shaun McFarlane, the Project Manager for Phase 1 of the project, will serve in the same role in Phase 2, overseeing and working closely with Matthew Sill, EIT, who will in turn work directly with CBJ Harbors staff. Other staff may be assigned to the project as required. Mr. McFarlane and Mr. Sill will jointly present the results of the Phase 2 study to the CIP Committee.

SCHEDULE

URS proposes the following schedule to complete Phase 2 of the project, based on receiving Notice to Proceed (NTP) by January 28, 2011:

<u>Item</u>	<u>Delivery Date</u>
Draft concepts (final iteration) to CBJ for review	March 18, 2011
Final concepts to CBJ Harbors for review	April 8, 2011
Final concepts & Powerpoint presentation to CBJ Harbors	April 15, 2011
Present Concepts at CIP meeting (Sill/McFarlane)	April 21, 2011
Final draft based on Public feedback to CBJ for review	May 13, 2011
Final letter report to CBJ Harbors	May 27, 2011

PROJECT FEE

URS proposes to undertake the work as outlined above for a fixed fee of **\$28,600**. This will retain approximately \$2,400 in CBJ's original project budget for additional services as may be directed.

URS proposes to undertake the work as proposed above as an extension to our existing Professional Services Contract. If this proposal meets with your approval, kindly execute below and return to my attention. This will serve as NTP for the work. Please contact me if you have any questions.

Sincerely,

Accepted:

URS ALASKA, LLC

CITY & BOROUGH OF JUNEAU



Shaun G. McFarlane, PE
Engineering Manager

John Stone
Port Director

(Date)

**MEMORANDUM OF AGREEMENT
BETWEEN THE ENGINEERING DEPARTMENT AND
THE DOCKS AND HARBORS DEPARTMENT
FOR COORDINATION OF CAPITAL IMPROVEMENT PROJECTS**

CBJ code and Assembly policy conveys to the Docks and Harbors Board and the Engineering Department the authority to administer design and construction projects. Both agencies desire to plan, administer, and develop CBJ capital projects in a consistent and efficient manner. Both agencies desire to coordinate and integrate construction projects along the downtown Juneau waterfront.

Basis of Agreement

The authority of Docks & Harbors and Engineering to administer CIP projects is found in CBJ code:

85.02.060 General powers.

(a) Subject to state laws and City and Borough ordinances, the City and Borough Docks and Harbors Board shall generally exercise all powers necessary and incidental to operation of all port and harbor facilities in the public interest and in a sound business manner. In particular, and without limitation on the foregoing, the board shall:

- (6) Shall administer the design and construction of all capital improvements on lands managed by the docks and harbors board unless otherwise specified by the Assembly by resolution. The board may propose capital improvement projects to and apply for funding from state and federal agencies; provided, that such requests shall be subject to prioritization by the Assembly with other municipal capital improvement funding requests prior to application for funds. The board shall, no later than November 30 each year advise the assembly of its recommendations for capital improvements to be included in the six-year capital improvement plan prepared by the manager.

03.10.052 Engineering department.

The engineering department shall be responsible for:

- (1) The design and construction of all municipal capital projects, including rehabilitation and major repairs, without regard to whether the facility is

under the control of a board or a different department unless the assembly by motion or resolution authorizes the board or another department or agency to assume responsibility for a specific project, whether owned or leased by the municipality, except those under the control of a board;

Coordination:

To ensure efficiency of use of public expenditures, close coordination will be required between the following (and perhaps other) waterfront projects:

Docks & Harbors:

Cruise Ship Dock Improvements (Alternate 16 B and associated work)
Harris Harbor Improvements (Development north of the JD Bridge)

Engineering Department:

Marine Park Improvements
Seawalk from Marine Park to Seadrome Building
Bridge Park & Seawalk to Gold Creek
Future Seawalk Projects

As such, to achieve integration of waterfront development efforts, the Departments shall:

- Include members from the other Department in scoring solicitations for professional services.
- Share preliminary and concept plans for review and comment
- Provide plan drawings for review and comment at intervals as submitted by consultant firms
- Provide Plans and Specifications at the Time of Bid
- Provide other information on a timely basis that will foster better integration of waterfront projects

Port Director **Date**

Engineering Director **Date**

**MEMORANDUM OF AGREEMENT
BETWEEN THE CITY MANAGER
AND THE DOCKS AND HARBORS BOARD
FOR SERVICES RELATED TO THE ADMINISTRATION OF
CAPITAL IMPROVEMENTS**

CBJ Code 85.02.060(a)(6) requires the Docks and Harbors Board to administer the design and construction of all municipal capital improvements located entirely on the docks or in the harbors.

CBJ Code 85.02.060(a)(7) allows the Docks and Harbors Board to enter into an agreement with the City Manager for the provision and payment of services from city departments.

The City Manager and the Docks and Harbors Board enter into this agreement for the provision and payment of services from the Engineering Departments related to the administration of capital improvements under the administration of the Docks and Harbors Department.

The Engineering Department and the Docks and Harbor Department agree to meet periodically to review projects proposed to be included in the CBJ Capital Improvement Program (CIP). The Engineering Department and the Docks and Harbor Department will delineate departmental authority for the proposed projects. This preliminary determination will be forwarded to the CBJ Assembly and the CBJ Docks and Harbors Board for their review and approval. Additionally, if a new docks and harbors related project is created through a fund transfer or ordinance between CIP cycles, both Departments will meet at least two weeks prior to the proposed funding request to decide project management authority, and that decision will become a recommendation to accompany the funding request.

The Docks and Harbors Board wishes to retain the services of the Engineering Department to assist with the administration of certain capital improvements. Projects wherein services are required of the Engineering Department pursuant to this agreement are listed below. The Docks and Harbors Board agrees to pay the Manager for the cost of these services and authorizes the Engineering Department to assess its costs directly to the capital improvement to which the service is provided. Where applicable, the Engineering Department will assist with the transfer of the administration of the design and construction responsibility to the Docks and Harbors Board.

1. Douglas Harbor Uplands and Moorage (H354-68)

The Engineering Department will provide project closeout services and continue to assist with the litigation over the construction contract.

2. Statter Harbor Parking & Pedestrian (H354-71)

MOA Between the City Manager and the Docks and Harbors Board

The Engineering Department will provide project closeout services.

3. Amalga Harbor Launch Ramp Upgrade (H354-79)

The Engineering Department will provide a Project Manager for the administration of the construction contract in accordance with its project management system. To assist with this project, the Port Engineer will serve as Project Engineer as defined in the construction contract documents. The Docks and Harbor's Department will hire temporary staff to perform inspections in accordance with the construction contract documents. The inspectors will be supervised by the Port Engineer, serving as the Project Engineer as defined in the construction contract documents. The Port Engineer will retain professional services of the design engineer to provide specialized engineering expertise during construction. The Port Engineer will report to the Project Manager.

4. Marine Park Steamship Wharf (H354-82)

The Engineering Department will provide closeout services. The Port Engineer will assist the Engineering Department with project closeout.

5. Marine Park/Steamship Wharf II (H354-83)

This project entails rebuilding the Marine Park shelter and should be under the purview of the Engineering Department.

6. Douglas Harbor III (H354-84)

The Engineering Department will provide a Project Manager for the administration of the construction contract in accordance with its project management system. To assist with this project, the Port Engineer will serve as Project Engineer as defined in the construction contract documents. The Docks and Harbor's Department will hire temporary staff to perform inspections in accordance with the construction contract documents. The inspectors will be supervised by the Port Engineer, serving as the Project Engineer as defined in the construction contract documents. The Port Engineer will retain professional services of the design engineer to provide specialized engineering expertise during construction. The Port Engineer will report to the Project Manager.

The ongoing docks and harbor projects listed below will be under the direction of the Docks and Harbors Board.

1. Norway Point Boat Moorage Float (H354-63)
2. Harbors Areawide Restrooms (H354-69)
3. Auke Bay Loading Facility / Statter Electrical Upgrade (H354-74)

MOA Between the City Manager and the Docks and Harbors Board

4. Gold Creek Entrance Enhancement (H354-75)¹
5. Upgrade National Guard Dock (H354-76)
6. North Douglas Launch Ramp/Access Improvements (H354-78)
7. Juneau Harbors Deferred Maintenance (H354-85)
8. Accessible Gangway (H354-86)
9. People's Wharf/Visitor's Center Sidewalk Improvements (H354-87)
10. Steamship Wharf Lightering Facility (H354-88)²

The following projects will be under the direction of the Docks and Harbors Board. However, both parties acknowledge that the Assembly may change the management authority pending the completion of the Downtown Waterfront Plan, or if additional appropriations are provided to the projects.

1. South Ferry Terminal Wharf Extension (H354-80)
2. Subport Marina Design & Permitting (H354-81)

Agreed to:


Richard Knapp, Chair Docks and Harbors Board

10/30/03
Date


Rod Swop, City Manager

10/13/03
Date

¹ Project Grant Agreement with U.S. Army Corps needs to be closed-out

² Docks and Harbors will consult with Manager and his staff about effects to Marine Park operations