




CITY AND BOROUGH OF SITKA

A COAST GUARD CITY

MEMORANDUM

To: Mayor Eisenbeisz and Assembly Members

Thru: John Leach, Municipal Administrator 

From: Stan Eliason, Harbormaster

Date: December 19th, 2023

Subject: Fishermen's Work Float Fortification
Approval to Award Professional Services Contract

Background

Fisherman's Work Float was designed by Construction Engineering Services and Kennedy Engineering in 1987 and was constructed in 1988. The work float serves our valued commercial fishing industry.

Fisherman's Work Float was evaluated as a part of the Harbor System Master Plan in late 2011. At this time, it was concluded that the overall condition of the facility was good. The useful life at that time was 10 years. The facility is now 35 years old. Per Moffatt & Nichols most recent condition assessment. The facility is rated poor.

Analysis

August of 2022 a grant application was submitted to the State of Alaska Municipal Harbor Facility Program for \$2.6M to cover half of the construction costs for the full replacement of this facility for \$5.6M.

October of 2023 the State of Alaska notified Sitka that it would be able to award only \$390,000. These were the remaining funds after the state awarded Wrangell and Whittier's projects. However, the State of Alaska has allowed the CBS to resubmit a grant application for FY25, which was due this month. Unfortunately, the rapid costs of building materials have now inflated the project to \$6.3M. The harbor fund would then commit \$3.3M to the project, if awarded. This would have a significant impact on the fund's balance and therefore, staff have proposed using the smaller grant amount to support substantial repairs that will extend the life of the asset, allowing more time to save up for the full replacement of the asset.

Fiscal Note

A scope of work and a construction estimate is required to receive the funding of \$390,000.00 from the State of Alaska. The harbor fund would also commit \$500,000 of capital for the match to include professional services of up to \$96,000. This repair should result in extending the life of the asset (with a goal of extending the life another 10 years). Given the very high cost of replacement of this asset which directly generates very little revenue, but that is critical to our fleet, this solution will ensure that the asset will remain in service and give more time to determine a path forward to fund full replacement once the asset is at end of life. The State of Alaska grant will be approved once the design is complete, so at this time, in addition to working capital, a contingent appropriation for the grant amount will be made, which will become active only after the grant agreement is executed.

Recommendation

Approve a capital appropriation of \$500,000 of undesignated working capital as well as a contingent grant amount of \$390,000 to extend the life of Fishermen's Work Float.

Encl: 1 Moffatt & Nichol Scope of Work.

2 Fee proposal.



SITKA HARBOR FACILITIES – FISHERMEN’S WORK FLOAT

EXHIBIT A: STATEMENT OF SERVICES

Moffatt & Nichol (M&N) was requested to prepare a scope of work and fee estimate for the City and Borough of Sitka (CBS) to provide design services for the CBS Fishermen’s Work Float. This Exhibit A summarizes M&N’s proposed Statement of Services for additional services as currently understood. Exhibit B provides a breakdown of the Lump Sum cost for the professional services described in this document, with the work to be invoiced on a percentage complete (by task) basis.

It is our understanding that CBS has received a partial grant award from the State of Alaska which may be used to fund repairs of the Fishermen’s Work Float. The repairs are to be designed with the goal of extending the useful life of the timber float for approximately 10-years until additional funding can be obtained for replacement of the structure.

The design of repairs will be based on conditions observed by M&N in 2023 and the findings of an underwater inspection performed by Hanson Marine in 2021. Repairs will generally be made “in kind” to the existing construction. New framing members will be “sistered” to the existing to the extent possible to minimize disassembly of the existing float.

TASK BREAKDOWN:

Task 1-1: Project Management, Administration and Quality Control

Project Management. M&N will provide the required level of contracting, oversight, accounting, invoicing, and clerical support to manage the work. Project management will include but not be limited to: M&N team coordination, meeting scheduling and coordination as needed, progress communications at regular intervals during the inspection and reporting process.

Quality Control. Quality control has been scheduled and budgeted for each of the work products produced by M&N. Each deliverable will be reviewed by qualified Professional Engineers registered in the state of Alaska.

Meetings. Coordination and review meetings will be conducted with CBS personnel on an as-needed basis. It is anticipated that up to 5 scheduled meetings will be required.

Deliverables:

- *Periodic Status and Budgetary Updates (as needed)*

Task 1-2: Permitting

The preparation and submission of applications for necessary environmental permit(s) is not included in the scope of this project. M&N will initiate a discussion with the USACE, which may involve NMFS and other relevant agencies for their concurrence that repair activities are covered under a



Nationwide permit authorization. Any permitting effort which may be determined necessary will be addressed by scope and contract amendment.

Deliverables: None.

Task 1-3: Repair Design

M&N will develop design details and requirements for repair of the Fishermen's Work Float, anticipated to include (but not necessarily be limited to):

- Replacement of timber decking and bullrail
- Replacement of damaged sills
- Replacement of damaged stringers
- Installation of supplemental levelling billets
- Other miscellaneous timber and hardware repairs

Some items may be scoped as additive alternates or bid options to help make efficient use of available funds, at the discretion of CBS. These may include the timber side boards and other features, for example.

The design will include the development of a repair plan set, technical specifications, and an opinion of probable construction cost. Design documents will be submitted to CBS for review at the 50%, 95%, and 100% stages of design development. Each submittal will include plans, technical specifications, and an opinion of probable construction cost developed according to the applicable level of design.

The following drawing sheets are anticipated:

- Title Page
- General Notes
- Existing Conditions Plan
- Repair Plan
- Billeting Plan
- Repair details (2-3 sheets)

The design will include the development of limited technical specifications. The following specification sections are anticipated:

- Summary of Work
- Submittal Procedures
- Quality Control
- Rough Carpentry
- Metal Fabrications
- Float Billeting (may be covered by sheet notes)

An Opinion of Probable Construction Cost (OPCC) will be produced for each design submittal as indicated in the schedule of deliverables. The OPCC will be successively refined with a level of precision and



contingency appropriate for each level of design development. The OPCC will be formatted to mirror the Bid Schedule in the contract document package, for comparison to bids received. The OPCC developed for each stage of the design will range from Associated for the Advancement of Cost Engineering (AACE) Class 5 (-30% to +50% contingency) at the 50% design level to Class 3 (-15% to +20% contingency) at the 100% design level, as follows:

- *50% Design OPCC (Class 5) (PDF)*
- *95% Design OPCC (Class 4) (PDF)*
- *100% (Bid-Ready) Design OPCC (Class 3) (PDF)*

Deliverables:

The following formal review deliverables are anticipated:

- *50% Plans, Specs, OPCC*
- *95% Plans, Specs, OPCC*
- *100% Plans, Specs, OPCC*

Additional preliminary plans and details may be submitted to CBS on request, on an ad-hoc basis for review and coordination.

Task 2-1: Bid Phase Services

M&N will support CBS during the bid phase of this project. Services proposed under this task include:

- **Pre-Bid Meeting:** M&N will attend non-mandatory pre-bid and bid opening meetings via teleconference.
- **Addenda:** M&N will provide technical responses to bidder questions via bid-phase addenda. Up to two (2) bid addenda are assumed.
- **Bid Award:** After bids are received, M&N will review the Contractor bids for conformance to project requirements, prepare bid tabulations, and will provide a Recommendation to award project to the lowest responsive qualified bidder.

Deliverables:

- *Bid Tabulation*
- *Recommendation for Award*

Task 3-1: Construction Phase Services

The effort for construction phase services will be largely dependent on the final scope and span of the designed project and required construction period and can be significantly impacted by unpredictable issues such as adverse weather. A good faith attempt has been made to anticipate the cost to manage and administer construction of the project in advance to final design, noting that this task may be subject to equitable adjustment if the scope varies from the assumptions and limitations presented in this proposal. Services provided under this task will include:



- **Construction Kickoff Meeting:** M&N will schedule and lead an on-site construction kickoff meeting with CBS and the Contractor.
- **Weekly Construction Meetings:** M&N will schedule and lead up to 8 weekly construction meetings upon commencement of construction with CBS and the Contractor.
- **Product, material, and shop drawing submittal review:** M&N will review submittals within ten (10) business days of the Contractor submittal. Submittal review will be limited to an initial review and up to one additional review for each submittal requiring resubmission. Review will be limited to the submittals required by the specifications. M&N will accept additional submittals marked “for information only” for record keeping purposes but these will not receive formal review.
- **Request for information and change order review:** M&N will review and respond to requests for information (RFIs) and change order requests made by the contractor. If a change in project scope is necessary, M&N will assist CBS in preparing and issuing a change order. The change order will modify the construction contract to incorporate the change in scope and will amend the project cost and schedule as necessary and agreed.
- **Pay request review:** M&N will review Contractor pay requests as they are submitted, for the duration of the project. Pay requests will be reviewed for consistency with the level of completion for each pay item. Values will be tabulated to verify correct tabulation by the Contractor. In the event of discrepancies, M&N will return the pay requests to the Contractor for revision. Pay requests matching the level of completed work and have correct values will be recommended for payment by CBS.
- **Periodic Inspection:** M&N will provide inspection services during construction on a periodic basis for the duration of the project. A total of up to 5 trips are planned:
 - Construction Kickoff. M&N will meet on site with the contractor to kick off construction.
 - Construction Observation Trip #1. M&N will mobilize to the site after the decking has been removed to coordinate replacement of sills and stringers with the contractor.
 - Construction Observation Trip #2. M&N will mobilize to the site as needed to coordinate and observe repairs underway.
 - Substantial Completion. Upon notification by the Contractor, M&N will conduct a Substantial Completion Inspection of the work and prepare a “punchlist” of issues requiring remediation by the Contractor and issue along with an inspection report to the Contractor for action.
 - Final Completion. Upon completion of the work, M&N will conduct a Final Inspection of the work; verifying the completion of punchlist issues and prepare a final inspection report and signed Notice of Completion to CBS.
- **Project Close-out:** M&N will assist CBS with closeout of the Construction Contract, including:
 - Compile contractor submittals, RFI’s and field marks to drawings.
 - Assist with contract closeout and recommend final payment.



PROJECT SCHEDULE:

Preliminary Schedule	
Notice to Proceed	1/15/2024
50% Design	2/15/2024
95% Design	3/15/2024
100% Design	4/15/2024
Bid Advertisement	5/5/2024
Bid Award	6/15/2024
Construction Completion	10/31/2024

Dates in the above schedule are preliminary and approximate.

COMPENSATION:

For the services described above, M&N will be compensated a fixed fee of **Ninety-Five Thousand, One Hundred and Thirty Dollars (\$95,130.00)** as summarized in the attached Exhibit B: Fee Proposal.

Additional Services may be requested by CBS in writing, payable at the hourly rates set forth in Exhibit C: Rate Schedule for Professional Services, in effect through December 31, 2023.

ASSUMPTIONS AND LIMITATIONS:

1. Deliverables to the client will be PDF's and/or 2D (i.e. "flat" .DWG) electronic files. No models or hard-copy drawings or specifications will be delivered.
2. The scope of work does not include improvements to the uplands, trestle, gangway, utilities, or other features of the facility except as identified in this scope of work.
3. Environmental permitting is not anticipated to be required for this project since it is a maintenance and repairs project without a change to overwater coverage. The existing structure will not be evaluated for seismic, wind, wave, or other transient lateral loading. The Fishermen's Work Float is an aging structure in an exposed wave environment. M&N can make no guarantee that repairs will prevent the float from significant damage during a wind, wave, or abnormal berthing event.
4. The existing piles will not be evaluated for vertical and/or lateral capacity. In the absence of specific geotechnical design recommendations, the existing pile frame and guides are assumed to be in suitable condition for anticipated use.
5. Construction of repairs and partial disassembly of this aging facility may reveal the need for additional repairs not identified during inspections.
6. Submerged timbers will be treated for immersion use. It is known that the facility is susceptible to marine borer attack and a duplex treatment system (ACZA + Creosote) may be recommended to provide a longer service life.



7. CBS will provide M&N with additional photos and measurements if requested, to inform the design process and to verify details of construction.
8. CBS will prepare the front-end contract documents necessary for bidding, award, and execution of the construction contract. These will include requirements stipulated by the grant program.
9. CBS will complete all necessary reporting and coordination with the State of Alaska matching grant program.
10. Construction Phase Services are significantly dependent on the scope and span of the designed project and required construction period and can be significantly impacted by unpredictable issues encountered during construction.
11. The construction bidding process is anticipated to commence over a period of 30-45 days with up to two (2) technical addenda required. Construction is assumed to be completed over a single construction season with a duration of approximately two (2) months, but is dependent on the final design, seasonal float usage, and unforeseen circumstances such as adverse weather.
12. Construction phase services will include limited periodic site visits. Site visits will be limited to visual techniques and do not include non-destructive testing, or special inspections, which will be the responsibility of the construction contractor.
13. M&N is not responsible for Contractor means and methods, or contractor's protection of existing facility during construction.
14. As-built or "record" drawings conforming original construction documents to reflect as-constructed condition are not included in the scope of work for this project.
15. Underwater inspections in Sitka are tentatively scheduled for 2024. Assuming these inspections are authorized and can be scheduled in a timely manner, the results of the underwater inspection for this facility will be used to inform the repair design.

Sub Mark-up:	10%
ODC Mark-up:	10%

I. MAN-HOUR BUDGET			CLASSIFICATION/RATES														
			Principal Eng./Sci P-9, P-8	Supervisory Eng./Sci P-7	Senior Eng./Sci P-6	Eng./Sci III P-5	Eng./Sci II P-4	Eng./Sci I P-3	Staff Eng. P-2	Senior Tech. T-5	Designer T-4	CADD II T-3	CADD I T-2, T-1	Word Processor A-4, A-3	General Clerical		
Phase	Task	Title	\$308.00	\$289.00	\$259.00	\$244.00	\$215.00	\$188.00	\$153.00	\$195.00	\$171.00	\$148.00	\$118.00	\$124.00	\$104.00	HOURS	LABOR TOTAL
1	1	Project Management														0	\$ -
		Project Management	4			16								6		26	\$ 5,880
		Meetings	4		4	4										12	\$ 3,244
																0	\$ -
1	2	Environmental Permitting Support														0	\$ -
		Agency Coordination, Letter of Concurrence			4			8								12	\$ 2,540
																0	\$ -
1	3	Repair Design														0	\$ -
		Plans			8	24			44		40					116	\$ 21,500
		Specifications			8	8			16					4		36	\$ 6,968
		OPCC (Estimate)			8	12			20							40	\$ 8,060
		Quality Control (QA/QC)		6												6	\$ 1,734
																0	\$ -
2	1	Bid Support														0	\$ -
		Bid Addenda			1	4			8							13	\$ 2,459
		Pre-Bid Meeting			1	2										3	\$ 747
		Bid Tabulation				4			4							8	\$ 1,588
																0	\$ -
3	1	Construction Support														0	\$ -
		Submittals				4			40							44	\$ 7,096
		Rfs				4			20							24	\$ 4,036
		Inspections				40			60							100	\$ 18,940
		Closeout				4			4							8	\$ 1,588
		Meetings				8										8	\$ 1,952
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