



City and Borough of Wrangell
Port Commission
AGENDA

Thursday, April 27, 2023
6:00 PM

Location: Borough Assembly Chambers
City Hall

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF MINUTES (*MOTION* - Move to approve the Minutes, as presented)

- a. 4-6-23 Port Commission Minutes

4. AMENDMENTS TO THE AGENDA

5. CORRESPONDENCE

6. PERSONS TO BE HEARD

7. HARBORMASTER'S REPORT

- a. Harbormaster Report

8. COMMISSIONER REPORTS

9. UNFINISHED BUSINESS

10. NEW BUSINESS

- a. Approval of the Assignment of WMSC Lease Lot 3 in the Wrangell Marine Service Center from Tyler Thompson, dba Wrangell Machine Shop to Dan Thompson, dba Trotsky & Thorson Vessel Construction
- b. Approval of the Modification to Wrangell Marine Service Center Leased Lot 3, Swapping Lot 3 for Mill Dock, Lot 6 and amending the Monthly Lease amount for Tyler Thompson, dba Wrangell Machine Shop
- c. John Agostine request to purchase tidelands Parcel 02-015-113 Lot 15A, Plat 2004-9 and Parcel 02-015-111 Lot 14A, Plat2004-9.
- d. Approval of Lease to Trident Seafoods, A Portion of the old mill dock in parcel 02-023-700, more specifically 100 feet northwest from the southernmost portion old mill dock including the approach nearest the Trident Seafood plant.
- e. RECOMMENDATION BY THE PORT COMMISSION OF WRANGELL, ALASKA PROVIDING FOR THE APPROVAL OF THE TOURISM BEST MANAGEMENT PRACTICES
- f. CONCRETE TEE DOCK CONDITION ASSESMENT
- g. RECOMMENDATION OF THE PORT COMMISSION OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2023 BUDGET IN THE PORT AND HARBOR FUND BY TRANSFERRING FUNDS FROM HARBOR RESERVE ACCOUNT TO THE

HERITAGE HARBOR ANODE PROJECT ACCOUNT IN THE AMOUNT OF \$27,770 AND AUTHORIZING ITS EXPENDITURES

[h.](#) THE PORT COMMISSION OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2023 BUDGET IN THE PORT AND HARBOR FUND BY TRANSFERRING FUNDS FROM HARBOR RESERVE ACCOUNT TO THE MARINE SERVICE CENTER PIER ANODE PROJECT ACCOUNT IN THE AMOUNT OF \$22,490 AND AUTHORIZING ITS EXPENDITURES

[i.](#) RECOMEDATION OF THE PORT COMMISSION OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2023 BUDGET IN THE PORT AND HARBOR FUND BY TRANSFERRING FUNDS FROM HARBOR RESERVE ACCOUNT TO THE MARINE SERVICE CENTER PIER ANODE PROJECT ACCOUNT IN THE AMOUNT OF \$22,490 AND AUTHORIZING ITS EXPENDITURES

[j.](#) RECOMENDATION OF THE PORT COMMISSION OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2023 BUDGET IN THE PORT AND HARBOR FUND BY TRANSFERRING FUNDS FROM HARBOR RESERVE ACCOUNT TO THE T-DOCK ANODE INSTALLATION PROJECT ACCOUNT IN THE AMOUNT OF \$17,340 AND AUTHORIZING ITS EXPENDITURES

11. NEXT AGENDA ITEMS

12. ADJOURN

**Minutes of the Regular Wrangell Port Commission Meeting
Held April 6th, 2023**

Chairman John Yeager called the Regular Port Commission meeting to order at 6:01 p.m. on April 6th, 2023.

PRESENT: Commissioners Martin, Yeager, Davies, Buness, and Morrison.

Harbormaster Steve Miller was also in attendance.

APPROVAL OF MINUTES

a. Approval of minutes from meetings held on March 3rd and 10th, 2023.

M/S: Martin/Morrison to approve the minutes as presented, with the correction of the next meeting date. Motion approved unanimously.

AMENDMENTS TO THE AGENDA - None.

CORRESPONDENCE/PERSONS TO BE HEARD- None.

HARBORMASTER'S REPORT

Harbor Administration - Had training with Brightly Asset Essentials, an app/program that the facilities and fleet department have been using for 5 years. The Harbor is looking to streamline asset management and maintenance processes in the future.

Harbors - Spring has arrived, and the harbors are in the process of cleaning up and getting ready for the new spring and summer rush with yachts, tourists, and fishing vessels. The Harbor has an opening for 1 temp, but there has been no applicant as wages are a topic of concern. On May 24th, the bids will be up for the security system to be put in place.

Heritage Harbor - It recently came to our attention that Heritage Harbor does not have any anodes, as it was built without them. As anodes extend the life of any piling for our harbors, this has gone unnoticed for an extended time and needs to be addressed for a longer life. The expected cost for this job is in the range of near a million dollars.

Meyers Chuck - We are in the process of going down to Meyers Chuck to do maintenance and cleaning to the harbor down that way. The Sue Lynn will pack the crew and supplies down there as space is needed for all the lumber and pipe needed for repairs. As part of this trip, PN&D engineers will be traveling down as well to do onsite assessments.

Marine Service Center - The center is at capacity and is in full swing for its busy season. The crew is doing everything possible to keep the flow of vessels in and out as this is a crucial time for work for many vessels.

Port - The summer floats are in the process of getting ready for the upcoming cruise ship season. We have a list of repairs needed that are getting addressed, and we will be keeping busy.

COMMISSIONER REPORTS

- Morrison - None.
- Bunes - None.
- Davies - None.
- Martin - Blessing of the Fleet is on May 26th with 14 new plaques.
- Yeager - Concerned about a section of inner harbor pier on hazardous nails, worried about drain valves, and junk cars in harbor parking lots.

UNFINISHED BUSINESS - None.

NEW BUSINESS - None.

NEXT AGENDA ITEMS:

The next Regular meeting will be held on June 8th, 2023.

The Regular Port Commission meeting was adjourned at 7:02 p.m.

Harbormasters Report

April 27th, 2023

Harbors: Regarding harbors, I went on a trip to Meyers Chuck on April 19th and 20th, where we replaced a bull rail, addressed a few rotten planks, and fixed a steel piling that had a hole in it. While I was there, I had the chance to work with PN&D and their engineering team who were already present. They worked on the Meyers Chuck dock replacement project, and we even discussed ways to save money like finishing the floats in-house and implementing an anchoring system instead of using piles. The engineers suggested that protection on all sides of Meyers Chuck with barrier islands could help save approximately \$150k for marine mammal observation. I enjoyed this opportunity to get some maintenance done and connect with the engineers working on the project.

Port: As for the port, we've been busy preparing the city dock for the summer season by placing camel logs, replacing chalk blocks, and power washing the front. We have only one piling left to fix on May 1st before we can place the summer floats. Pressure washing of the summer floats will take place as soon as they are in position.

MSC: Additionally, the marine service center is currently at full capacity and booked out through the end of June.





**CITY & BOROUGH OF WRANGELL, ALASKA
PORT COMMISSION AGENDA STATEMENT**

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 27, 2023
	<u>Agenda Section</u>	

Approval of the Assignment of WMSC Lease Lot 3 in the Wrangell Marine Service Center from Tyler Thompson, dba Wrangell Machine Shop to Dan Thompson, dba Trotsky & Thorson Vessel Construction

SUBMITTED BY:

Steve Miller, Port & Harbor Director

FISCAL NOTE:

Expenditure Required: \$XXX Total		
FY 21: \$	FY 22: \$	FY23: N/A
Amount Budgeted:		
	FY22 \$XXX	
Account Number(s):		
	XXXXX XXX XXXX	
Account Name(s):		
	N/A	
Unencumbered Balance(s) (prior to expenditure):		
	\$XXX	

Reviews/Approvals/Recommendations

<input type="checkbox"/>	Commission, Board or Committee
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. Proposed Lease doc 2. Letters from both Tyler Thompson and Dan Thompson

RECOMMENDATION MOTION:

Move to approve the Assignment of WMSC Lease Lot 3 in the Wrangell Marine Service Center from Tyler Thompson, dba Wrangell Machine Shop to Dan Thompson, dba Trotsky & Thorson Vessel Construction for the existing square footage size of 4,240 square feet.

SUMMARY STATEMENT:

Tyler Thompson, dba Wrangell Machine Shop started out with 3,600 square feet back in 2010 with Lot 3 and has had five approved amendments to that lease, extending up to 4,240 square feet. It has become clear that there is not enough room for further expansion for Mr. Thompson's (Tyler) business needs and the needs of Dan Thompson's business needs. Therefore, Mr. Thompson (Tyler) wants to move his business to Mill Dock, Lot 6 in the WMSC and have Mr. Thompson (Dan) take over Lot 3 to continue his shipwright services.

This agenda item only approves the reassignment of the lease from Tyler Thompson to Dan Thompson.

Mr. Dan Thompson will be required to sign a new lease for Lot 3.

Wrangell Machine
Tyler Thompson
PO Box 2004
Wrangell, AK 99929

Subject: Request to assign WMSC Lot 3 to Daniel Thompson effective immediately pending receipt of a lease of WMSC Lot 6

Port Commission,

As there is no longer enough room on my current lease of WMSC Lot 3 to house both businesses, I am looking to move my business, Wrangell Machine, to WMSC Lot 6. Dan Thompson would then take over the lease of WMSC Lot 3 and continue his shipwright services there.

Sincerely,

Tyler Thompson

Dan Thompson
Trotsky & Thorson Vessel Construction
PO Box 464
Wrangell, AK 99929

Subject: Request to lease WMSC Lot 3

Port Commission,

I am requesting to take over the lease of Lot 3 from Tyler Thompson. Tyler and I have been operating our separate businesses on Lot 3 for about 12 years and we have outgrown the lease. The plan would be for Tyler to move his business, Wrangell Machine, to Lot 6 and I would continue with my business here on Lot 3.

Sincerely,

Dan Thompson

**WRANGELL MARINE SERVICE CENTER (WMSC)
FACILITY LEASE AGREEMENT**

This Lease is entered into on the _____ 2023, by and between the City and Borough of Wrangell (hereinafter “Lessor”), a municipal corporation, and Dan Thompson, dba Trotsky & Thorson Vessel Construction (hereinafter “Lessee”), a business owner, doing business in the State of Alaska, for purpose of leasing borough-owned land in Wrangell. The parties hereby agree to the following conditions:

1. DURATION

This Lease shall be in effect for a five-year term, more specifically, from the date above until the 1st day of June, 2027.

2. LEASED PROPERTY

The property subject to this Lease is described as: Yard Lot 3 – 4,240 square feet.

3. PERMISSIBLE USES

A. Lessee shall utilize the property only for the purpose of conducting a shipwright business. Accessory uses of the property are allowed if pre-approved in advance in writing by the Borough Assembly and/or Port Commission.

B. Lessee agrees to abide by all Federal, State, and local laws in the operation and maintenance of the permitted commercial activity.

C. The Lessor does not warrant that the property is suitable for the purposes sought. Lessee assumes all risks associated with the location of the leased premises.

4. CONDITIONS OF LEASING

A. **Lease payments shall be 0.104 x the total square footage (stated below) and payable in advance on the 1st day of each month for FY 2022 (July 1, 2022 – June 30, 2023) and shall increase at a rate of 2% each FY thereafter as follows:**

2% increase each year

July 1, 2022 – June 30, 2023	\$440.96	each month
July 1, 2023 – June 30, 2024	\$449.78	each month
July 1, 2024 – June 30, 2025	\$458.77	each month
July 1, 2025 – June 30, 2026	\$467.95	each month
July 1, 2026 – June 30, 2027	\$477.31	each month

payable in advance on the 10th day of each month.

B. Lessee shall comply with all rules and yard Best Management Practices as set forth by the Harbor Department or Port Commission.

C. Lessee must sign and agree to fully comply with the WRANGELL MARINE SERVICE CENTER (WMSC) FACILITY USE AGREEMENT.

5. RENEWAL

A. The Lease may be renewed at the option of the Lessor upon written request by the Lessee within at least sixty (60) days of the expiration of the current term, provided that the Lessee

is current in the payment of all fees, and that the Lessee has been compliant with all yard rules and all provisions of this agreement as determined by the Port Commission.

B. The terms and conditions of this Lease for each renewal term shall be identical with the original term except for the lease payment.

6. OPERATION AND MAINTENANCE

A. Lessee shall at all times provide sufficient personnel to operate and maintain the leased premises. Lessee shall keep and maintain the leased premises in good, clean, safe, and sanitary condition.

B. Items stored on the leased premises must be directly related to the commercial business operating on the property.

C. Lessee shall be responsible for any and all special assessments for public improvements which may be made against the leased premises during the term of this Lease or any option to renew by the Lessee.

D. Lessee shall pay all property taxes owed on the leased premises in accordance with the Wrangell Municipal Code. Lessee shall also collect and remit sales tax in accordance with Wrangell Municipal Code.

E. Lessee shall promptly repair, rebuild, or restore the leased premises, facilities or surrounding property damaged or destroyed by any event whatsoever, with the exception of events caused by the act, error, or omissions of Borough employees, contractors or representatives, or by inherent condition of normal wear and tear.

F. Lessor may, at all reasonable times and without prior notice, enter upon and inspect the leased premises. If the Lessor demonstrates that the Lessee has failed to perform maintenance or repair work required under the Lease, and if the Lessee, after prior notice of the deficiencies, fails to correct the deficiency or to begin corrective action within a reasonable time, the Lessor may enter any part of the Leased premises and perform the necessary work. The Lessee shall reimburse the Lessor for all reasonable expenses incurred by this work.

7. INDEMNITY AND INSURANCE

A. Lessee shall defend, indemnify, and hold harmless the Lessor from any and all claims or actions for injuries or damages sustained by any person or property arising, or in connection with, or incident to the operation of the leased premises.

B. Lessee shall provide adequate liability property and personal injury damage insurance as described below. The insurance shall not contain any exclusion for pollution, environmental impairment, or nuisance. The Lessor shall be listed as an additional insured on this policy. Proof of such insurance shall be provided to the Lessor as a condition of entering into the Lease. Lessee must notify the Lessor thirty (30) days in advance of any cancellation or alteration of such insurance. Failure to maintain insurance as specifically described in this section shall constitute default by Lessee.

C. Lessee shall keep the leased premises insured at Lessee's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Lessee covenants that it shall maintain at all times and pay the premiums on such policy or policies of casualty insurance to the building and leased premises designated the Lessor as loss payee, said policy to be in such amount and contain such terms as shall be from time to time determined sufficient by the Lessor. Lessee shall furnish the Lessor with a copy of said policy and all amendments or modifications thereto.

D. INSURANCE REQUIREMENTS

The Lessee shall not commence with use of the City and Borough's facility/land until the Lessee has obtained the insurance required under this contract. All coverage shall be with insurance carriers licensed and admitted doing business in the State of Alaska. All coverage shall be with carriers acceptable to the City and Borough of Wrangell. The required lines and limits of insurance are as follows:

1. **General Liability Insurance:** The User shall procure and maintain during the life of this agreement, General Liability Insurance on an "occurrence basis" with limits of liability not less than **\$ 1,000,000** per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage.
2. **Motor Vehicle Liability Insurance:** The user shall procure and maintain during the life of this agreement, Motor Vehicle Liability Insurance, including applicable no fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit. If the vehicle is a boom truck or is a boom truck combination, the policy must contain **LOAD/UNLOAD** coverage.
3. **Workers Compensation Insurance:** If the facility user has employees, they shall procure and maintain during the life of this agreement, Workers Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Alaska.
4. **Additional Insured:** General liability insurance and vehicle liability insurance, as described above, shall include an endorsement stating the following shall be an Additional Insured:

The City and Borough of Wrangell, its elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

This coverage shall be primary to the Additional Insured's, and not contributing with any other insurance or similar protection available to the Additional Insured's, whether the other available coverage be primary, contributing or excess.

5. **Cancellation Notice:** General liability insurance and vehicle liability insurance, as described above, shall include an endorsement stating the following: "Sixty" (60) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Greg Meissner, Harbormaster, City and Borough of Wrangell, PO Box 531, Wrangell, AK 99929
 6. **Proof of Insurance Coverage:** Prior to commencement of any seafood processing activities at the WMSC, the user shall provide the City and Borough of Wrangell with certificates of insurance and/or policies, acceptable to the City and Borough of Wrangell, for each of the insurance policies described above.
- 8. ENVIRONMENTAL INDEMNITY**

A. Lessee acknowledges and agrees that environmental contamination may exist on or adjacent to the leased premises. Lessor has not made, and Lessee has not relied on, any representations as to the presence, absence, nature, or extent of any such environmental contamination by Lessor. Lessee hereby expressly assumes the risk that any such environmental contamination may cause loss of or damage to Lessee's real and personal property and

improvements and may render the leased premises unfit for Lessee's purposes.

B. Lessee shall use, store, handle, and deal with all Environmental Substances (as defined below) in compliance with all Environmental Laws (as defined below). Lessee shall take prompt and responsible action to correct any noncompliance reported by Lessee or alleged by DEC or EPA with any requirements of any Environmental Law or any contamination or pollution caused by a release (as defined below) of an Environmental Substance. Lessee shall obtain all necessary permits, licenses, and other authorizations issued pursuant to Environmental Laws required for Lessee to own or operate the leased premises. Operation of the leased premises shall be in compliance with any terms and/or conditions of such permits, license, and other authorizations. "Environmental Laws" means all federal, State, or local laws, statutes, ordinance, codes, rules, regulations, orders, decrees, and directives imposing liability or standards of conduct for or relating to the protection of health, safety, or the environment. "Environmental Substances" include without limitation any substance, material, waste, pollutants, contaminant or chemical, regardless of how it is referred to or defined, that is regulated in, or pursuant to, any Environmental Laws. "Release" includes an actual or potential discharge, deposit, spill, leak, pumping, pouring, emission, emptying, injection, escape, leaching, seepage, or disposal which is or may be in breach of any Environmental Law, regardless of cause. "Lessee" includes Lessee, any subsidiaries of the Lessee, any partnership or joint ventures involving the Lessee, Lessee's agents, representatives, employees, invitees, or contractors or any agents, representatives, employees, invitees, or contractors of Lessee's subsidiaries, partnerships, or joint ventures.

C. Lessee acknowledges and agrees that the creation, use, handling, storage, release, and disposal of waste, garbage, pollutants, and toxic or hazardous substances, and the investigation, remediation, and clean-up of environmental contamination, are governed by a wide variety of Environmental Laws. Lessee shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of hazardous substances and Environmental Substances and shall take all practicable measures to minimize the quantity and toxicity of hazardous substances and Environmental Substances used, handled, or stored on the leased premises.

D. Lessee shall defend, indemnify, and hold harmless Lessor from and against all claims, including nuisance described in 9 of this Lease, liabilities, suits, obligations, fines, judgments and penalties (and any other expenses, including attorneys' fees and other costs of litigation, raised, sought, or imposed by third parties in connection with Lessee's violation of any Environmental Laws or in connection with Lessee's creation, use, handling, storage, release, or disposal of any waste, garbage, pollutants, or toxic or hazardous substances (regardless of whether such creation, use, handling, storage, release, or disposal violated an Environmental Law) on the leased premises or in connection with Lessee's use of the leased premises or by any persons or entity associated with the Lessee as outlined in paragraph 8.B above.

E. Nothing in this Lease alters any obligation Lessor or Lessee may have to investigate, remediate, or clean up any environmental contamination that may exist on the leased premises.

9. WASTE AND NUISANCE PROHIBITED

During the term of this Lease, Lessee shall comply with all federal, State, and local laws affecting the leased premises, the breach of which might result in any penalty on Lessor or forfeiture of Lessor's title to the leased premises. Lessee shall not commit, or suffer to be

committed, any waste on the leased premises, or any nuisance. Lessee shall not operate the leased premises in any manner which might constitute a nuisance.

10. ABANDONMENT OF LEASED PREMISES

Lessee shall not vacate or abandon the leased premises at any time during the term of this Lease. If Lessee shall abandon, vacate, or surrender the leased premises, or be dispossessed by process of law or otherwise, any personal property belonging to Lessee and left on the leased premises shall be deemed to be abandoned, and at the option of the Lessor, the personal property shall become the property of the Lessor, except such property as may be encumbered to the Lessor. Lessee agrees to defend, indemnify, and hold harmless the Lessor for any harm, damage, or injury to person or property, alleged to arise out of the actions of the Lessee in vacating or abandoning the leased premises, and as to any harm, damage, or injury to person or property arising out of the condition of the property at the time of vacating or abandoning the leased premises.

11. LIENS

Except with respect to activities for which Lessor is responsible, Lessee shall pay all claims for work done on and for services rendered or material furnished to the leased premises, and shall keep the leased premises free from any liens. If Lessee fails to pay such claims or to discharge any lien, the Lessor may do so and collect the cost as additional rent. Any amount so added shall bear interest at the highest legal rate as allowed by law from the date of payment by the Lessor. Any amount paid by the Lessor on behalf of the Lessee shall be payable on demand. Such action by the Lessor shall not constitute a waiver of any right or remedy which the Lessor may have on account of Lessee's default.

12. LESSOR'S RIGHTS UNDER THIS LEASE

A. The Lessor may sue periodically to recover damages during the period corresponding to the remainder of the Lease term, and no action for damages shall bar a later action for damages subsequently accruing.

B. If Lessee fails to perform any obligation under this Lease, the Lessor shall have the option to do so after twenty (20) days written notice to Lessee. All of the Lessor's expenditures to correct the default shall be reimbursed by Lessee on demand with interest at the highest legal rate of interest allowed by law from the date of payment by the Lessor. Such action by the Lessor shall not waive any other remedies available to the Lessor because of the default.

C. All remedies in this Lease shall be in addition to and shall not exclude any other remedy available to the Lessor under any applicable law.

13. GOVERNING LAW

The laws of the State of Alaska shall govern the construction and interpretation of this Lease. The Superior Court for the State of Alaska, First Judicial District at Wrangell, Alaska, shall be the exclusive court for jurisdiction and venue of any and all actions of any kind and any nature arising out of or related to this Lease. The parties agree that trial of any action filed shall be in Wrangell, Alaska.

14. DEFAULT

If the Lessor determines that the provisions of the Lease are not being met and attempts to resolve the dispute in a reasonable manner are unsuccessful, written notice shall be given to the Lessee stating the nature of the deficiency and the necessary corrective action. Lessee shall either take immediate corrective action or respond to the Lessor within ten (10) calendar days stating the reason for the noncompliance and a schedule for compliance. If the Lessor determines that this response is unacceptable, the Lessor shall give Lessee written notice of default and the Lease is terminated. Lessee shall have a reasonable amount of time to remove all personal property. If the personal property is not removed within the time stated in the notice of default, the Lessor may take possession of the property.

15. TERMINATION

Each party shall have the right to terminate this Lease upon providing written notice of the intent to terminate sixty (60) days prior to the date of termination.

16. NOTICE

All notices and requests concerning this lease shall be in writing and addressed as follows:

Lessee: Dan Thompson
 dba Trotsky & Thorson Vessel Construction
 P.O. Box 464, Wrangell, AK 99929

Lessor: City and Borough of Wrangell
 P.O. Box 531, Wrangell, AK 99929

17. MISCELLANEOUS

A. This lease cannot be assigned without prior written consent of the other party.

B. The failure of either party at any time to enforce a provision of this lease shall in no way constitute a waiver of the provision, nor in any way affect the validity of the lease or any part of the lease, or any right of the party thereafter to enforce each and every provision hereof.

C. If any term of this lease is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remaining provisions of the lease shall be valid and binding upon the parties.

D. The provisions of this lease are and will be for the benefit of the Lessor and Lessee only and are not for the benefit of any third party, no third party shall have the right to enforce the provisions of this lease.

The Lessee acknowledges that the Lessee has read and understands the terms of this lease and has had the opportunity to review this lease with counsel of his/her choice and is executing this lease of his/her own free will.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the duly authorized representative(s) signing below.

Date: _____, 2023

City and Borough of Wrangell, Alaska
Lessor

By:

By:

Patricia Gilbert
Borough Mayor

Jeff Good
Borough Manager

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by **Patricia Gilbert & Jeff Good**, Borough Mayor & Borough Manager, respectively, of the City and Borough of Wrangell, Alaska, an Alaska home rule municipal corporation, on behalf of the corporation.

Notary Public for Alaska
Commission expires: _____

Date: _____, 20__

Dan Thompson
dba Trotsky & Thorson Vessel Construction

Lessee

By _____
Dan Thompson

Title

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____.

Notary Public for Alaska
Commission expires: _____

**CITY & BOROUGH OF WRANGELL, ALASKA
PORT COMMISSION AGENDA STATEMENT**

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u> April 27, 2023
	<u>Agenda Section</u>

Approval of the Modification to Wrangell Marine Service Center Leased Lot 3, Swapping Lot 3 for Mill Dock, Lot 6 and amending the Monthly Lease amount for Tyler Thompson, dba Wrangell Machine Shop

SUBMITTED BY:

Steve Miller, Port & Harbor Director

FISCAL NOTE:

Expenditure Required: \$XXX Total		
FY 22: \$	FY 23: \$	FY24: \$
Amount Budgeted:		
	FY20 \$XXX	
Account Number(s):		
	XXXXX XXX XXXX	
Account Name(s):		
	Enter Text Here	
Unencumbered Balance(s) (prior to expenditure):		
	\$XXX	

Reviews/Approvals/Recommendations

<input checked="" type="checkbox"/>	Port Commission
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. Lease Modification for Tyler Thompson, dba Wrangell Machine Shop 2. Thompson Request.

RECOMMENDATION MOTION:
Move to Approve the Modification to Wrangell Marine Service Center for Tyler Thompson, dba Wrangell Machine Shop, Swapping Lot 3 for Mill Dock, Lot 6 and amending the Monthly Lease amount.

SUMMARY STATEMENT:
Tyler Thompson, dba Wrangell Machine Shop started out with 3,600 square feet back in 2010 with Lot 3 and has had five approved amendments to that lease, extending up to 4,240 square feet. It has become clear that there is not enough room for further expansion for Mr. Thompson’s (Tyler)

business needs and the needs of Dan Thompson's business needs. Therefore, Mr. Thompson (Tyler) wants to move his business to Mill Dock, Lot 6 in the WMSC and have Mr. Thompson (Dan) take over Lot 3 to continue his shipwright services.

This agenda item only approves the "swap" for Tyler Thompson from Lot 3 to Lot 6 and also approves the new monthly lease amounts.

Eighth Modification to the Facility Lease Agreement
in the Wrangell Marine Service Center (WMSC)
Yard Lot [3] Mill Dock, Lot 6

This **eighth** modification to amend Sections 2 and 4 of the Facility Lease Agreement for Tyler Thompson, dba Wrangell Machine Shop is made and entered into as of May _____, 2023, by and among:

Tyler Thompson, dba Wrangell Machine Shop, PO Box 2004, Wrangell, Alaska, 99929, and the City and Borough of Wrangell, Alaska, 99929.

Now therefore, both parties agree as follows:

A. ~~The following six (6) modifications were approved by the Borough Assembly as follows:~~

~~**Yard Lot 3** — originally 60' x 60' = 3,600 square feet; **Modification No. 1** on 3/1/2010 to decrease lot to 30' x 50' = 1,500 square feet; **Modification No. 2** on 5/25/2010 to increase lot to 36' x 50' = 1,800 square feet; **Modification No. 3** on 4/24/2012 to increase lot to 47' x 50' = 2,350 square feet; **Modification No. 4** on 02/11/2014 to increase lot to 50' x 72' = 3,600 square feet; **Modification No. 5** on 4/27/2016 to extend lease an additional five (5) years to December 21, 2020; **Modification No. 6** on 2/25/2020 to increase lot to 4,240 square feet.~~

B. ~~This modification changes Section 1, Duration, and Section 4(a), Conditions of Leasing, of the original agreement and second extension as follows:~~

~~SECTION 1, DURATION~~

~~This lease shall be in effect for an additional five-year term, more specifically, from the date above until June 30, 2027.~~

~~SECTION 4, CONDITIONS OF LEASING~~

~~a. Lease payments shall be 0.104 x the total square footage (stated below) and payable in advance on the 1st day of each month for FY 2022 (July 1, 2022 — June 30, 2023) and shall increase at a rate of 2% each FY thereafter as follows:~~

_____	2% increase each year
July 1, 2022 — June 30, 2023	\$440.96 — each month
July 1, 2023 — June 30, 2024	\$449.78 — each month
July 1, 2024 — June 30, 2025	\$458.77 — each month
July 1, 2025 — June 30, 2026	\$467.95 — each month
July 1, 2026 — June 30, 2027	\$477.31 — each month

C. **This EIGHTH modification changes Section 2, Leased Property and Section 4(a), Conditions of Leasing, of the original agreement as follows:**

SECTION 2, LEASED PROPERTY

The property subject to this Lease is described as: Mill Dock, Lot 6, 60 ft x 60 ft (3,600 sq. ft).

SECTION 4, CONDITIONS OF LEASING

a. Lease payments shall be 0.104 x the total square footage (stated below) and payable in advance on the 1st day of each month for FY 2022 (July 1, 2022 - June 30, 2023) and shall increase at a rate of 2% each FY thereafter as follows:

	2% increase each year	
July 1, 2022 - June 30, 2023	\$374.40	each month
July 1, 2023 - June 30, 2024	\$381.89	each month
July 1, 2024 - June 30, 2025	\$389.53	each month
July 1, 2025 - June 30, 2026	\$397.32	each month
July 1, 2026 - June 30, 2027	\$405.26	each month

Tyler Thompson, Wrangell Machine Shop

Date

Patricia Gilbert, Borough Mayor

Date

(Attest) Kim Lane, Borough Clerk

Wrangell Machine
Tyler Thompson
PO Box 2004
Wrangell, AK 99929

Subject: Request to lease WMSC Lot 6

Port Commission,

I'm requesting lease of Lot 6 to put up a building for my maritime machine shop business. I have outgrown the space I have available on Lot 3.

Sincerely,

Tyler Thompson

**CITY & BOROUGH OF WRANGELL, ALASKA
PORT COMMISSION AGENDA STATEMENT**

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 27, 2022
	<u>Agenda Section</u>	10

John Agostine request to purchase tidelands Parcel 02-015-113 Lot 15A, Plat 2004-9 and Parcel 02-015-111 Lot 14A, Plat2004-9.

SUBMITTED BY:

Steve Miller, Port & Harbor Director

FISCAL NOTE:

Expenditure Required: \$0Total		
FY 20: \$	FY 21: \$	FY22:
Amount Budgeted:		
FY22 \$0		
Account Number(s):		
Account Name(s):		
Unencumbered Balance(s) (prior to expenditure)		

Reviews/Approvals/Recommendations

<input type="checkbox"/>	Commission, Board or Committee
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. Request from john Agostine 2. Lease Agreement

RECOMMENDATION MOTION:
Move to Recommend Approval of John Agostine request to purchase tidelands Parcel 02-015-113 Lot 15A, Plat 2004-9 and Parcel 02-015-111 Lot 14A, Plat2004-9.

SUMMARY STATEMENT: The Ports & Harbors has no plans of using these tide lands as they are already in a long-term lease with Mr. Agostine.

April 18, 2023

Attn: Kim Lane
Borough Clerk
City & Borough of Wrangell
205 Brueger Avenue
Wrangell, Alaska 99929

Dear Mrs. Lane,

I am contacting you today to express my interest in purchasing two leased tideland from the City and Borough of Wrangell. Please consider this letter as a formal request to purchase the following parcels of land that I currently lease from the Borough:

Parcel 02-015-113, Lot 15A, Plat 2004-9
Parcel 02-015-111, Lot 14A, Plat 2004-9

**See attached Schedule A*

As per WMC 16.12.040, it is necessary for me to outline my purpose and the intended use of the land I am requesting to purchase. The aforementioned parcels are adjacent to my primary residence. As such, I would like to acquire these properties for the purpose of expanding my existing residence and/or developing these properties for use of a storage facility that would have an economic benefit to the Borough.

I lease these tidelands from the Borough currently and am looking to purchase them outright as no person would have road access to them as my primary residence blocks any access to them. It is unlikely the Borough will develop the access and infrastructure needed to open up these properties from the waterfront side. Therefore, the Borough would benefit from this transaction as it would expand its tax base and provide an economic benefit as I could expand my storage capacity for business. It is my understanding that the Borough has no plans to develop these properties, and I believe such a transaction is mutually beneficial.

Please feel free to contact me directly at (907) 305-0408 regarding next steps. I sincerely hope you consider this request to purchase.

Respectfully,

John Agostine

John Agostine
Wrangell Resident

Exhibit A:



CITY OF WRANGELL, ALASKA

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TIDELANDS LEASE

(Title 16, Chapter 8)

This indenture made this 16th day of March, 1994 between CITY OF WRANGELL, ALASKA, of P. O. Box 531, Wrangell, Alaska 99929, as Lessor, and JOHN AGOSTINE of P. O. Box 1678, Wrangell, Alaska 99929, as Lessee:

W I T N E S S E T H:

Lessor hereby leases and demises unto Lessee, and Lessee does hereby lease and take from Lessor, for and in consideration of the rents, terms, limitation, covenants and mutual agreements hereinafter stated, the following described tide and submerged lands situated in the City of Wrangell, First Judicial District, State of Alaska, to-wit:

Lots 14 and 15, Block 84A, Wrangell
Tidelands Addition, City of Wrangell,
Alaska.

That each of the parties hereto has performed or caused to be performed all of the acts and things required by the substantive and procedural requirements of Wrangell City Code, Title 16, Chapter 8, and Army Corps of Engineers if necessary.

That the term hereof is for fifty-five (55) years from the date hereof, ending and terminating on March 16th, 2049, unless renewed or sooner terminated under the provisions of said City Code.

LAW OFFICE OF ROBIN L. TAYLOR

ATTORNEY AT LAW
P. O. BOX 1441
WRANGELL, ALASKA 99929
(907) 874-2316

That the annual rental is \$1,746.00, payable in advance each year, subject to adjustment pursuant to the provisions of Wrangell City Code, Sec. 16.08.220, as may be from time to time amended.

That Lessee will maintain the improvements on the leased lands described herein:

Garage-Woodshed

That Lessor has imposed no other conditions or limitations on Lessee, other than those contained in Wrangell City Code, Title 16 and that may be required by the Army Corps of Engineers, and in consideration thereof Lessee hereby agrees to perform such other acts and deeds required by said City Code relating to the construction and operation of said structure and Lessee hereby states that he is aware of such requirements; that he has read or caused the provisions thereof to be read and understood, and which terms and provisions are hereby adopted by reference as if fully set forth in writing herein.

Lessee does further agree that at the expiration of said term, or renewal term, to quit and surrender the said premises with improvements thereon according to the terms and provisions of the present Wrangell City Code.

LAW OFFICE OF ROBIN L. TAYLOR

ATTORNEY AT LAW
P. O. BOX 1441
WRANGELL, ALASKA 99929
(907) 874-2316

DATED this 16th day of March, 1994 at Wrangell, Alaska.

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LESSOR:

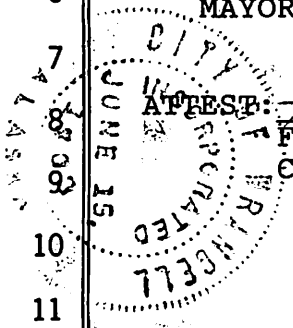
LESSEE:

CITY OF WRANGELL, ALASKA

By Raymond F. McGurk, Jr.
RAYMOND F. MCGURK, JR.
MAYOR

John Agostine
JOHN AGOSTINE

ATTEST: Franelle A. Vincent
FRANETTE VINCENT,
CITY CLERK



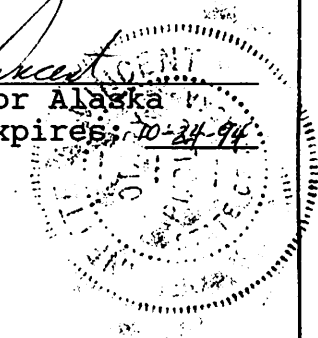
LAW OFFICE OF ROBIN L. TAYLOR
ATTORNEY AT LAW
P. O. BOX 1441
WRANGELL, ALASKA 99929
(907) 874-2316

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 16th day of March, 1994, personally appeared before me JOHN AGOSTINE, to me known to be the individual described in and who executed the within TIDELANDS LEASE and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal the day and year last above written.

Fransette A. Vincent
Notary Public for Alaska
My Commission Expires: 10-24-94

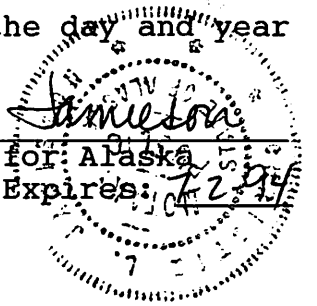


STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 16th day of March, 1994, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared RAYMOND F. MCGURK, JR. and FRANETTE VINCENT of the City of Wrangell, a corporation organized and existing under the laws of the State of Alaska, to me known to be the Mayor and City Clerk, respectively, of said corporation and acknowledged to me that they signed the foregoing TIDELANDS LEASE freely and voluntarily for and on behalf of said corporation by authority of its City Council for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal the day and year last above written.

Christie L. Jamieson
Notary Public for Alaska
My Commission Expires: 7-2-95



94-170

WRANGELL REC. DIST 24-2002
DATE April 5 19 94
TIME 12:14 P M.
Requested By City of
Address Wrangell

After Recording
Return to:

City of Wrangell
Box 531
Wrangell, AK 99929

**CITY & BOROUGH OF WRANGELL, ALASKA
PORT COMMISSION AGENDA STATEMENT**

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 27, 2023
	<u>Agenda Section</u>	10

Approval of Lease to Trident Seafoods, A Portion of the old mill dock in parcel 02-023-700, more specifically 100 feet northwest from the southernmost portion old mill dock including the approach nearest the Trident Seafood plant.

<u>SUBMITTED BY:</u>
Steve Miller, Port & Harbor Director

<u>FISCAL NOTE:</u>		
Expenditure Required: \$XXX Total		
FY 22: \$	FY 23: \$	FY24: \$
Amount Budgeted:		
	FY20 \$XXX	
Account Number(s):		
	XXXXX XXX XXXX	
Account Name(s):		
	Enter Text Here	
Unencumbered Balance(s) (prior to expenditure):		
	\$XXX	

<u>Reviews/Approvals/Recommendations</u>	
<input checked="" type="checkbox"/>	Port Commission
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. Lease Request Trident Seafoods 2. Facility Lease Agreement. 3. Picture of proposed lease

RECOMMENDATION MOTION:
Move to Approve Lease to Trident Seafoods, A Portion of the old mill dock in parcel 02-023-700, more specifically 100 feet northwest from the southernmost portion old mill dock including the approach nearest the Trident Seafood plant.

SUMMARY STATEMENT: The proposed lease to Trident seafoods is for a portion of the old mill dock not used by the port except for winter storage of gear. This gives Trident Seafoods the opportunity to use this facility and fulfill their needs for dock

space during the busy salmon season. In return we get some maintenance and repairs that are needed for the facility.



**WRANGELL MARINE SERVICE CENTER (WMSC)
FACILITY LEASE AGREEMENT**

This Lease is entered into on June 13, 2023 (the "Effective Date"), by and between the City and Borough of Wrangell (hereinafter "Lessor"), a municipal corporation, and Trident Seafoods, Inc. (hereinafter "Lessee"), a business owner, doing business in the State of Alaska, for purpose of leasing borough-owned land in Wrangell. The parties hereby agree to the following conditions:

1. DURATION

This Lease shall be in effect for a three-month period, more specifically, from the Effective Date until the September 13, 2023.

2. LEASED PROPERTY

The property subject to this Lease is described as: A portion of the old mill dock in parcel 02-023-700, more specifically 100 feet northwest from the southernmost portion old mill dock including the approach nearest to the Trident Seafoods plant (the "property" or "leased premises").

3. PERMISSIBLE USES

A. Lessee shall utilize the property only for the purpose of servicing the Trident tender fleet as well as loading vessels with product excess for disposal. Accessory uses of the property are allowed if pre-approved in advance in writing by the Borough Assembly and/or Port Commission.

B. Lessee agrees to abide by all Federal, State, and local laws in the operation and maintenance of the permitted commercial activity and its use of the property.

4. RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND ASSUMPTION OF RISK

The Lessor does not warrant that the property is suitable for the uses proposed in this Lease. Lessee understands and assumes all risks associated with the location or condition of the leased premises, including, but not limited to, the condition or absence of dock planks, the condition or absence of bull rails, any missing or deficient safety features, and structural deficiencies of any kind with respect to the old mill dock and the property generally. Lessee hereby voluntarily releases, forever discharges, and agrees to indemnify and hold harmless Lessor from any and all claims, demands, or causes of action, which are in any way connected to the condition of the property and its suitability for Lessee's proposed uses and operations, including any such claims which allege negligent acts or omissions of Lessor. By entering this Lease, Lessee acknowledges that it may be found by a court of law to have waived its right to maintain a lawsuit against Lessor on the basis of any claim from which it has released Lessor herein.

5. LEASE CONDITIONS

A. Lease costs will be \$50 per month plus the cost of any maintenance needed to safely utilize the facility, including but not limited to replacing planks, missing bull rails, or any other structurally deficient components of the property.

B. Vessels moored at the face of the dock will be charged a daily outside dock moorage fee in accordance with the City and Borough of Wrangell Port and Harbor fee and rate schedule.

Commented [MDH1]: This could be more specific. What accessory uses does this contemplate? Do we want to list them here?

Commented [MDH2]: I made this a stand-alone section to emphasize and strengthen the liability waiver.

Commented [MDH3]: We should list all known potential risks. Does this cover it, or is this anything else to add?

Commented [MDH4]: I have modified this section to be a liability waiver with respect to the condition of the old mill dock. They generally are not "bullet-proof," but language like this has been upheld in Alaska courts.

Commented [MDH5]: Is the plan for Trident to be responsible for the costs of repairing/upgrading the dock as necessary?

[01381662]

C. Lessee shall comply with all rules and yard Best Management Practices as set forth by the Harbor Department or Port Commission.

D. Lessee must sign and agree to fully comply with the WRANGELL MARINE SERVICE CENTER (WMSC) FACILITY USE AGREEMENT.

6. RENEWAL

A. The Lease may be renewed at the option of the Lessor upon written request by the Lessee within at least sixty (60) days of the expiration of the current term, provided that the Lessee is current in the payment of all fees, and that the Lessee has been compliant with all yard rules and all provisions of this agreement as determined by the Port Commission.

B. The terms and conditions of this Lease for each renewal term shall be identical with the original term except for the lease payment.

7. OPERATION AND MAINTENANCE

A. Lessee shall at all times provide sufficient personnel to operate and maintain the leased premises. Lessee shall keep and maintain the leased premises in good, clean, safe, and sanitary condition.

B. Items stored on the leased premises must be directly related to the commercial business operating on the property.

C. Lessee shall be responsible for any and all special assessments for public improvements which may be made against the leased premises during the term of this Lease or any option to renew by the Lessee.

D. Lessee shall pay all property taxes owed on the leased premises in accordance with the Wrangell Municipal Code. Lessee shall also collect and remit sales tax in accordance with Wrangell Municipal Code.

E. Lessee shall promptly repair, rebuild, or restore the leased premises, facilities or surrounding property damaged or destroyed by any event whatsoever, with the exception of events caused by the act, error, or omissions of Borough employees, contractors or representatives, or by inherent condition of normal wear and tear.

F. Lessor may, at all reasonable times and without prior notice, enter upon and inspect the leased premises. If the Lessor demonstrates that the Lessee has failed to perform maintenance or repair work required under the Lease, and if the Lessee, after prior notice of the deficiencies, fails to correct the deficiency or to begin corrective action within a reasonable time, the Lessor may enter any part of the Leased premises and perform the necessary work. The Lessee shall reimburse the Lessor for all reasonable expenses incurred by this work.

Commented [MDH6]: We need to be specific about what maintenance and repairs Trident is responsible for. If there are currently missing planks, bull rails, or other structural deficiencies, are they responsible for repairing those?

Commented [MDH7]: See previous comment.

8. INDEMNITY AND INSURANCE

A. To the fullest extent permitted by law, Lessee shall indemnify, defend, and hold harmless Lessor, its elected and appointed officials, employees, and volunteers, from and against any suit, action, claim, damages, or liability of any kind and of any nature, including death, arising out of any act, error or omission or any claim of, or liability for, negligent acts, errors, and omissions of the Lessee under this Lease or otherwise arising from Lessee's activities on the leased premises.

Commented [MDH8]: I revised this indemnity section with some of the more comprehensive language we have been using on other Borough contracts.

B. Lessee shall provide adequate liability property and personal injury damage insurance as described below. The insurance shall not contain any exclusion for pollution,

{01381662}

environmental impairment, or nuisance. The Lessor shall be listed as an additional insured on this policy. Proof of such insurance shall be provided to the Lessor as a condition of entering into the Lease. Lessee must notify the Lessor thirty (30) days in advance of any cancellation or alteration of such insurance. Failure to maintain insurance as specifically described in this section shall constitute default by Lessee.

C. Lessee shall keep the leased premises insured at Lessee's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Lessee covenants that it shall maintain at all times and pay the premiums on such policy or policies of casualty insurance to the building and leased premises designated the Lessor as loss payee, said policy to be in such amount and contain such terms as shall be from time to time determined sufficient by the Lessor. Lessee shall furnish the Lessor with a copy of said policy and all amendments or modifications thereto.

D. INSURANCE REQUIREMENTS

The Lessee shall not commence with use of the City and Borough's facility/land until the Lessee has obtained the insurance required under this contract. All coverage shall be with insurance carriers licensed and admitted to do business in the State of Alaska. All coverage shall be with carriers acceptable to the City and Borough of Wrangell. The required lines and limits of insurance are as follows:

1. **General Liability Insurance:** The Lessee shall procure and maintain during the life of this agreement, comprehensive general liability insurance, including contractual, property damage, bodily injury, premises operations including explosion, collapse and underground; products and complete operations, broad form property damage and personal injury coverages in amounts no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
2. **Motor Vehicle Liability Insurance:** The Lessee shall procure and maintain during the life of this agreement, Motor Vehicle Liability Insurance, including applicable no fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit. If the vehicle is a boom truck or is a boom truck combination, the policy must contain **LOAD/UNLOAD** coverage.
3. **Workers Compensation Insurance:** If the Lessee has employees, they shall procure and maintain during the life of this agreement, Workers Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Alaska.
4. **Additional Insured:** General liability insurance and vehicle liability insurance, as described above, shall include an endorsement stating the following shall be an Additional Insured:
 The City and Borough of Wrangell, its elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

Commented [MDH9]: I revised this section to conform with insurance requirements we have used for other recent contracts. We can set a higher limit if necessary.

This coverage shall be primary to the Additional Insured's, and not contributing with any other insurance or similar protection available to the Additional Insured's, whether the other available coverage be primary, contributing or excess.

5. **Cancellation Notice:** General liability insurance and vehicle liability insurance, as described above, shall include an endorsement stating the following: "Sixty" (60) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Steve Miller, Harbormaster, City and Borough of Wrangell, PO Box 531, Wrangell, AK 99929
6. **Proof of Insurance Coverage:** Prior to commencement of any activities at the WMSC or the leased premises, Lessee shall provide Lessor with certificates of insurance and/or policies, acceptable to Lessor, for each of the insurance policies described above.

Commented [MDH10]: This isn't Steve Miller?

9. ENVIRONMENTAL INDEMNITY

A. Lessee acknowledges and agrees that environmental contamination may exist on or adjacent to the leased premises. Lessor has not made, and Lessee has not relied on, any representations as to the presence, absence, nature, or extent of any such environmental contamination by Lessor. Lessee hereby expressly assumes the risk that any such environmental contamination may cause loss of or damage to Lessee's real and personal property and improvements and may render the leased premises unfit for Lessee's purposes.

B. Lessee shall use, store, handle, and deal with all Environmental Substances (as defined below) in compliance with all Environmental Laws (as defined below). Lessee shall take prompt and responsible action to correct any noncompliance reported by Lessee or alleged by DEC or EPA with any requirements of any Environmental Law or any contamination or pollution caused by a release (as defined below) of an Environmental Substance. Lessee shall obtain all necessary permits, licenses, and other authorizations issued pursuant to Environmental Laws required for Lessee to own or operate the leased premises. Operation of the leased premises shall be in compliance with any terms and/or conditions of such permits, license, and other authorizations. "Environmental Laws" means all federal, State, or local laws, statutes, ordinance, codes, rules, regulations, orders, decrees, and directives imposing liability or standards of conduct for or relating to the protection of health, safety, or the environment. "Environmental Substances" include without limitation any substance, material, waste, pollutants, contaminant or chemical, regardless of how it is referred to or defined, that is regulated in, or pursuant to, any Environmental Laws. "Release" includes an actual or potential discharge, deposit, spill, leak, pumping, pouring, emission, emptying, injection, escape, leaching, seepage, or disposal which is or may be in breach of any Environmental Law, regardless of cause. "Lessee" includes Lessee, any subsidiaries of the Lessee, any partnership or joint ventures involving the Lessee, Lessee's agents, representatives, employees, invitees, or contractors or any agents, representatives, employees, invitees, or contractors of Lessee's subsidiaries, partnerships, or joint ventures.

C. Lessee acknowledges and agrees that the creation, use, handling, storage, release, and disposal of waste, garbage, pollutants, and toxic or hazardous substances, and the investigation, remediation, and clean-up of environmental contamination, are governed by a wide variety of Environmental Laws. Lessee shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of hazardous substances and Environmental Substances and shall take all practicable measures to minimize the quantity and

toxicity of hazardous substances and Environmental Substances used, handled, or stored on the leased premises.

D. Lessee shall defend, indemnify, and hold harmless Lessor from and against all claims, including nuisance described in Section 10 of this Lease, liabilities, suits, obligations, fines, judgments and penalties (and any other expenses, including attorneys' fees and other costs of litigation, raised, sought, or imposed by third parties in connection with Lessee's violation of any Environmental Laws or in connection with Lessee's creation, use, handling, storage, release, or disposal of any waste, garbage, pollutants, or toxic or hazardous substances (regardless of whether such creation, use, handling, storage, release, or disposal violated an Environmental Law)) on the leased premises or in connection with Lessee's use of the leased premises or by any persons or entity associated with the Lessee as outlined in paragraph 8.B above.

E. Nothing in this Lease alters any obligation Lessor or Lessee may have to investigate, remediate, or clean up any environmental contamination that may exist on the leased premises.

10. WASTE AND NUISANCE PROHIBITED

During the term of this Lease, Lessee shall comply with all federal, State, and local laws affecting the leased premises, the breach of which might result in any penalty on Lessor or forfeiture of Lessor's title to the leased premises. Lessee shall not commit, or suffer to be committed, any waste on the leased premises, or any nuisance. Lessee shall not operate the leased premises in any manner which might constitute a nuisance.

11. ABANDONMENT OF LEASED PREMISES

Lessee shall not vacate or abandon the leased premises at any time during the term of this Lease. If Lessee shall abandon, vacate, or surrender the leased premises, or be dispossessed by process of law or otherwise, any personal property belonging to Lessee and left on the leased premises shall be deemed to be abandoned, and at the option of the Lessor, the personal property shall become the property of the Lessor, except such property as may be encumbered to the Lessor. Lessee agrees to defend, indemnify, and hold harmless the Lessor for any harm, damage, or injury to person or property, alleged to arise out of the actions of the Lessee in vacating or abandoning the leased premises, and as to any harm, damage, or injury to person or property arising out of the condition of the property at the time of vacating or abandoning the leased premises.

12. LIENS

Except with respect to activities for which Lessor is responsible, Lessee shall pay all claims for work done on and for services rendered or material furnished to the leased premises, and shall keep the leased premises free from any liens. If Lessee fails to pay such claims or to discharge any lien, the Lessor may do so and collect the cost as additional rent. Any amount so added shall bear interest at the highest legal rate as allowed by law from the date of payment by the Lessor. Any amount paid by the Lessor on behalf of the Lessee shall be payable on demand. Such action by the Lessor shall not constitute a waiver of any right or remedy which the Lessor may have on account of Lessee's default.

13. LESSOR'S RIGHTS UNDER THIS LEASE

A. The Lessor may sue periodically to recover damages during the period

corresponding to the remainder of the Lease term, and no action for damages shall bar a later action for damages subsequently accruing.

B. If Lessee fails to perform any obligation under this Lease, the Lessor shall have the option to do so after twenty (20) days written notice to Lessee. All of the Lessor's expenditures to correct the default shall be reimbursed by Lessee on demand with interest at the highest legal rate of interest allowed by law from the date of payment by the Lessor. Such action by the Lessor shall not waive any other remedies available to the Lessor because of the default.

C. All remedies discussed in this Lease shall be in addition to and shall not exclude any other remedy available to the Lessor under any applicable law.

14. GOVERNING LAW

The laws of the State of Alaska and the Wrangell Municipal Code shall govern this Lease. The Superior Court for the State of Alaska, First Judicial District at Wrangell, Alaska, shall be the exclusive court for jurisdiction and venue of any and all actions of any kind and any nature arising out of or related to this Lease. The parties agree that trial of any action filed shall be in Wrangell, Alaska.

15. DEFAULT

If the Lessor determines that Lessee has failed to comply with any provision of the Lease and attempts to resolve the dispute in a reasonable manner are unsuccessful, Lessor shall provide written notice to the Lessee stating the nature of the deficiency and the necessary corrective action. Lessee shall either take immediate corrective action or respond to the Lessor within ten (10) calendar days stating the reason for the noncompliance and providing a schedule for compliance. If the Lessor determines that this response is unacceptable, the Lessor shall give Lessee written notice of default, the effect of which is to immediately terminate the Lease. Lessee shall have a reasonable amount of time to remove all personal property. If the personal property is not removed within the time stated in the notice of default, the Lessor may take possession of the personal property and may retain or dispose of it in Lessor's sole discretion.

Commented [MDH11]: I revise some of the language in this section to make it clearer.

16. TERMINATION

Each party shall have the right to terminate this Lease upon providing written notice of the intent to terminate sixty (60) days prior to the date of termination.

17. NOTICE

All notices and requests concerning this lease shall be in writing and addressed as follows:

Lessee: Trident Seafoods, Inc.
5503 Shilshole Ave NW, Seattle, WA 98107

Lessor: City and Borough of Wrangell
P.O. Box 531, Wrangell, AK 99929

18. MISCELLANEOUS

A. This lease cannot be assigned without prior written consent of the other party.

B. The failure of either party at any time to enforce a provision of this lease shall in no way constitute a waiver of the provision, nor in any way affect the validity of the lease or any part of the lease, or any right of the party thereafter to enforce each and every provision hereof.

C. If any term of this lease is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remaining provisions of the lease shall be valid and binding upon the parties.

D. The provisions of this lease are and will be for the benefit of the Lessor and Lessee only and are not for the benefit of any third party, no third party shall have the right to enforce the provisions of this lease.

The Lessee acknowledges that the Lessee has read and understands the terms of this lease and has had the opportunity to review this lease with counsel of its choice and is executing this lease of its own free will.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the duly authorized representative(s) signing below.

Date: _____, 2023

City and Borough of Wrangell, Alaska
Lessor

By:

By:

Patricia Gilbert
Borough Mayor

Jeff Good
Borough Manager

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by **Patricia Gilbert & Jeff Good**, Borough Mayor & Borough Manager, respectively, of the City and Borough of Wrangell, Alaska, an Alaska home rule municipal corporation, on behalf of the corporation.

Notary Public for Alaska
Commission expires: _____

Date: _____, 20__

dba _____

Lessee

By _____
NAME

Title

The foregoing instrument was acknowledged before me this _____ day of _____, 20__,
by _____.

Notary Public for Alaska
Commission expires: _____



Item d.

TRIDENT SEAFOODS CORPORATION

301 Harbor Way • P.O. Box 209 • Petersburg, AK 99833 USA
(907) 772-3333 • Fax: (907) 772-3330

To Whom It May Concern,

This letter is to formally request a lease from the Borough of Wrangell for a portion of the old mill dock in parcel 02-023-700, more specifically 100 feet northwest from the southernmost portion of the old mill dock, including the approach nearest to the Trident Seafoods Plant.

With this lease we shall utilize the property for the purpose of servicing the Trident tender fleet as well as loading vessels with product excess for disposal or for transport to other facilities.

If you have any questions or concerns please contact me.

Thank you,

Nick Ohmer

Plant Manager

Trident Seafoods

Alaska



Washington



**CITY & BOROUGH OF WRANGELL, ALASKA
PORT COMMISSION AGENDA STATEMENT**

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 27, 2023
	<u>Agenda Section</u>	10

RECOMMENDATION BY THE PORT COMMISSION OF WRANGELL, ALASKA PROVIDING FOR THE APPROVAL OF THE TOURISM BEST MANAGEMENT PRACTICES

SUBMITTED BY:

Steve Miller, Port Director

FISCAL NOTE:

Expenditure Required: \$XXX Total		
FY 21: \$	FY 22: \$	FY23: \$
Amount Budgeted:		
	FY22 \$XXX	
Account Number(s):		
	XXXXX XXX XXXX	
Account Name(s):		
	Enter Text Here	
Unencumbered Balance(s) (prior to expenditure):		
	\$XXX	

Reviews/Approvals/Recommendations

<input type="checkbox"/>	Commission, Board or Committee
Name(s)	Wrangell Convention and Visitors Bureau
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. Wrangell Tourism Best Management Practices 2. Participant Flyer

RECOMMENDATION MOTION

Move to Approve Recommendation of Wrangell Tourism Best Management Practices

SUMMARY STATEMENT:

Tourism Best Management Practices are guidelines that help set the standard of conduct for those participating in the visitor industry. They cover a variety of tourism related

matters including transportation, the use of hiking trails, hospitality, docks and harbors, river etiquette, marine tours, and cruise ships.

Wrangell's program establishes a procedure for managing issues that arise while reinforcing the positive practices of valued tourism service providers. While participation is strongly encouraged the program is entirely voluntary.

TRAVEL OUTSIDE THE LINES

WRANGELL

Item e.



WHAT ARE TOURISM BEST MANAGEMENT PRACTICES?

Guidelines that help set the standard of conduct for those participating in the visitor industry. They cover a variety of tourism related matters including transportation, the use of hiking trails, hospitality, docks and harbors, river etiquette, marine tours and cruise ships. Our program establishes a procedure for managing issues that arise while reinforcing the positive practices of valued tourism service providers. While participation is strongly encouraged the program is entirely voluntary.



WHY ARE THEY IMPORTANT?

Standards for best practices help promote Wrangell as a great place to live and a wonderful destination to visit. The program is intended to minimize the impacts of tourism in a manner which addresses both resident and industry concerns and enhances Wrangell's visitor experience. The goal is to address real and potential impacts in the community and resident's concerns from increased tourism and visitation. Much of what you'll see outlined in the TBMP program are what one would expect as general courtesies offered across all types of relationships.



WHO CAN PARTICIPATE?

Borough departments, agency partners, tribal entities, cruise lines, tour operators, retail stores, restaurants, hotels and other accommodations, seasonal vendors and other service providers.



HOW DO I PARTICIPATE?

Contact WCVB at info@travelwrangell.com. Review plan. Sign agreement. Train employees. Promote objectives. Prepare a response plan. Participate in annual meeting. Work with WCVB to sustain and improve the program.

Community members and stakeholders are encouraged to provide input through April 4th, at which time the plan will be updated and finalized for approval. Follow the QR code to provide input.



PROVIDE INPUT ON THE BEST PRACTICES!



43

JOIN NOW!



Wrangell Convention & Visitors Bureau



907-874-2828



info@travelwrangell.com

TRAVEL OUTSIDE THE LINES

WRANGELL

TOURISM BEST MANAGEMENT PRACTICES

CITY AND BOROUGH OF WRANGELL
APPROVED APRIL 11TH, 2023

TRAVEL OUTSIDE THE LINES
WRANGELL

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INTRODUCTION AND PURPOSE

Tourism Best Management Practices (TBMP) are intended to minimize the impacts of tourism in a manner which addresses both resident and industry concerns and enhances Wrangell's visitor experience. This program is a cooperative effort of Wrangell tour operators, cruise lines, transportation providers, merchants, hospitality businesses, tour brokers, the U.S.F.S Tongass National Forest, and the City and Borough of Wrangell (CBW). These guidelines, however, do not replace applicable city, state, or federal regulations. By actively participating in this voluntary program, participants demonstrate their commitment to address key community concerns. It is equally important for residents to help operators and the CBW monitor the success of this program by providing constructive feedback via the Tourism Best Management Practices Hotline or email. Using the TBMP email address info@travelwrangell.com is the best method to ensure that your concern is viewed and responded to in a timely and efficient manner and for staff to report back to you regarding your issue. You may also register any tourism related concerns by calling the hotline phone number, 907-874-2829 and leave a detailed voice message. TBMP encourages the community to utilize the email and phone hotline to register comments (see General Agreements section e) Residents are also encouraged to provide positive feedback via the email/hotline to recognize participants who are making a difference by following the guidelines and operating their business in a courteous and neighborhood-friendly manner. Being informed of residents' observations and concerns allows participants to consider the way in which they conduct their business to minimize impacts on the community.

In consideration of all visitors, local residents, and fellow industry employees and businesses, the following guidelines are in place in an effort to maintain a friendly business atmosphere and an aesthetically welcoming environment in Wrangell. Agreeing to sign on to the program also expresses your support of the program, which is in place to allow members to work cooperatively to minimize impacts, address industry growth, and protect the very qualities that make Wrangell a great place to live and to visit. The CBW Assembly applauds the signatories to this document for their efforts on behalf of the community and the visitors they serve to provide a safe and enjoyable visitor experience.

The goal of TBMP is to address real and potential impacts in the community and residents' concerns from increased tourism and visitation. Participation in Wrangell's TBMP will encourage further collaboration with the Convention and Visitor Bureau and Wrangell businesses and will support efforts to address and promote Wrangell as a great place to live and wonderful destination to visit.

TRANSPORTATION AND VEHICLES

- a. Sightseeing vehicle drivers agree not to impede normal traffic flow by slowing down or stopping in driving lanes for sightseeing opportunities.
- b. Drivers will use appropriate loading and unloading zones.
- c. Driving beyond 13 Mile Zimovia Highway on USFS Roads - Tourbus drivers will be attentive and considerate to oncoming vehicles and work to allow safe passage by using pullouts/wider areas of the roadways. They will also attempt to move to the side of the road when viewing wildlife or pausing for interpretive narration to allow other vehicles to pass.

TRAILS AND TRAILHEADS

- a. Trailhead Parking: Operators agree to use trailhead parking in a courteous and responsible manner and to pay special attention to independent users and adjacent residents.
- b. Petroglyph Beach: Drivers shall be considerate to local residents' properties along Grave St. (the short road down to the entrance to Petroglyph Beach). When possible, parking of buses and vans across Evergreen on Grave St. will occur. Communication between operators prior to arrival can help facilitate coordinated parking and positive flow.
- c. Operators utilizing Mt. Dewey Trail should not park at the trailhead. Only active loading and unloading should occur at the trailhead.
- d. When two hiking groups pass each other, trail etiquette should be followed, i.e., larger groups give way to smaller groups or individuals, hikers coming up hill have the right-of-way.
- e. No litter should be left on the trails - pack it in, pack it out.

CRUISE SHIPS

- a. Emission Standards: All cruise vessels agree to comply with the Marine Vessel Visible Emissions Standards (18AAC 50-.070) and take all available and reasonable steps to minimize visible stack effluents while in port.
- b. Small Cruise vessels moored at the Summer float need to be courteous of other vessels and passengers. Maximize dock space, minimize equipment and trash, and be conscious of lines and hoses to accommodate as many vessels and dock users as possible.
- c. P.A. Announcements: Cruise lines will minimize vessel announcements, whistle signals, and onboard outdoor entertainment while in port.
- d. Lightering vessels must coordinate with Port staff as to which float to use and concentrate vessels and passengers in area directed to minimize conflicts with other vessels and dock users.
- e. Cruise ships should not put their trash in the receptacles on the cul-de-sac but arrange ahead of time with the Borough for a trash pick-up.

DOCKS AND HARBORS

- a. Wrangell Port and Harbors will ensure there are adequate trash receptacles within the City Dock Cul-de-sac, and they are emptied regularly.
- b. Wrangell Port and Harbors will limit vehicular access within the cul-de-sac on cruise ship days to operators or necessary personnel to reduce safety hazards between service operators and passengers. Parking is limited and all parties must work together to minimize transportation issues.
- c. A pre-season meeting will be held between Port staff, operators, Police and adjacent landowners regarding dock access, parking, and other issues.
- d. Vessels utilizing the summer floats need to maximize dock space to accommodate as many vessels as possible. On heavy use days, vessels should not be idling while waiting for passengers to minimize fumes and noise. Idling should occur once passengers are loaded and away from the summer float. Vessels will be efficient as possible and not linger any longer than necessary when returning from or departing for a tour.

- e. Operators using the summer floats need to maintain a safe walking path if gear and equipment is being stacked and staged for an immediate upcoming use.
- f. Users of the fish cleaning table must keep fish and gear consolidated and cleaned after use.
- g. Operators should use the vessel loading zone on Reliance Dock only for actively loading and unloading vessels, unless necessary for boats to remain due to extenuating circumstances such as extreme tides.
- h. Operators utilizing Harbor provided dock carts should always return them to the top of the ramp.

MARINE TOURS, SIGHTSEEING, SPORT FISHING

- a. Operators on the Stikine River should follow the Stikine River Etiquette (attached), such as call yourself in/out of sloughs, radio the group about paddlers/locations, minimize wakes, leave the deep water for the bigger boats.
- b. Operators agree to comply with the Marine Mammal Protection Act and all other state and federal regulations for land and water use.
- c. Always be mindful of boat wake on canoes, kayaks and other non-motorized vessels.
- d. Operators agree to comply with USFS regulations on site at the Anan Bear and Wildlife Observatory.

RESTAURANTS, HOSPITALITY BUSINESSES AND RETAIL (INCLUDING TEMPORARY VENDORS)

- a. Merchants will be responsible for sweeping the sidewalk immediately in front of their establishment, will pick up and properly dispose of all litter and cigarette butts into the proper receptacle and avoid sweeping litter into the street. (WMC13.04.010)
- b. Vendors wanting booths or tablespace near the cul-de-sac need to get permission from the owner of the Stikine Inn.
- c. Vendors wanting to set up on public land or right-of-way need to review the City Code (WMC 6.08 and 6.10) or seek permission from the private landowner.

- d. Merchandise and sandwich boards should not block sidewalks, should only be placed on private property with permission and placed so as not to block vehicular site distance or parking.

GENERAL AGREEMENTS

- a. Participating businesses will encourage good stewardship and promote local commerce from their clients and visitors. Likewise, clients and visitors will be directed to public facilities for conveniences such as restrooms, instead of entering private businesses for such services.
- b. The Cruise Ship calendar will be distributed online and posted on the travelwrangell.com website for residents and businesses pre-season and as changes are made to help with planning and awareness.
- c. Contact Name: TBMP participants agree to provide the WCVB with a contact name, telephone number, and email address.
- d. Work Session: Participants agree to participate in an annual work session to discuss progress made in attaining program goals.
- e. RESPONSE TO TBMP HOTLINE: An important ingredient towards a successful TBMP program is consistent, respectful, and prompt responses to the tourism hotline messages. Participants agree to respond within 3 business days to calls and emails received directly and via the Tourism Best Management Practices Hotline as long as callers provide sufficient details to allow businesses to address the issue. Participants also agree to copy the TBMP Hotline administrator as to the result of their interaction with the caller. Callers will be asked to communicate as much information as possible, including name of participant business, description of the aircraft, watercraft, or vehicle, and date and approximate time of observation. Callers will also be asked to leave a name, phone number, and/or email address so the participants may respond. Callers are also encouraged to provide positive feedback via the hotline to recognize participants who are making a difference by following the guidelines and operating their business in a courteous and neighborhood-friendly manner.

HEALTH PROTOCOL GUIDANCE

Section 8 Health Protocol Guidance is not a mandatory guideline required to sign on to TBMP but added in order to make participants aware of some best practices towards providing a healthy and safe visitor experience. We strongly recommend participants follow best practices to create, update, and implement a health mitigation plan. Overall guidance coming from the federal, state, regional and local levels will continue to change into the future. The cruise industry is working closely with communities in the region to help formulate procedures and protocols consistent throughout the region.

All TBMP participants are highly encouraged to put the appropriate measures in place to mitigate the potential transmission of highly contagious viral diseases including but not limited to Norovirus Gastroenteritis and COVID-19. Because businesses are different and operate in a myriad of ways, it is highly recommended that each business has a health and sanitation plan for staff and guests tailored to their operations and that the plan is maintained and updated as needed. TBMP participants are encouraged to train staff and monitor and enforce policy implementation as required by applicable local, state and federal regulations and mandates.

PROGRAM CONTACTS

Participating businesses are responsible for managing this program and for promoting its objectives through a variety of means. These may include press releases, public service announcements, brochures, newspaper inserts, additional print media, and other appropriate means. This may also include contacting other businesses who have not signed on to the program and encouraging them to join with other visitor industry businesses. The CBW supports and endorses the Tourism Best Management Practices program and encourages all to participate.

LINKS TO RELEVANT REGULATIONS

- a. Marine Vessel Visible Emission Standards ([18 AAC 50.070](#))
- b. [US Coast Guard information for signaling in restricted visibility](#)
- c. [Marine Mammal Protection Act and Endangered Species Act Regulations](#)
- d. [Stikine-LeConte Wilderness Best Management Practices](#)
- e. Stikine River Etiquette Brochure (see attached)



MSC CONCRETE TEE DOCK 2023 Condition Assessment

April 11, 2023

PND Project No. 232022

PREPARED FOR:



**CITY AND BOROUGH OF
WRANGELL**

Harbor Department
PO Box 531, Wrangell, AK 99929

PREPARED BY:



ENGINEERS, INC.

PND ENGINEERS, INC.

9360 Glacier Highway, Suite 100
Juneau, AK 99801

April 11, 2023

PND Project No. 232022

PREPARED BY

Alex Li, E.I.T
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PND Engineers, Inc. | Juneau Office



Matt Holm, P.E.
Senior Engineer



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1. INTRODUCTION

Per the request of the City and Borough of Wrangell (CBW), PND Engineers, Inc. (PND) has completed a condition assessment of the Marine Service Center (MSC) Concrete Tee Dock located in Wrangell, AK. PND was assisted by Alaska Commercial Divers (ACD) to complete a dive inspection of the dock elements located below the water surface. The investigation was performed by PND Senior Engineer Matt Holm, P.E. and Staff Engineer Alex Li, E.I.T., who also monitored the inspection through live audio and video feeds. This allowed PND's engineers to interact with ACD divers to direct work and discuss inspection activities. The inspection was performed as part of CBW's ongoing maintenance of the facility with the goal of identifying deficiencies in the structure and providing recommendations for continued maintenance.

This report details the methodology, observations, and recommendations of the inspection. This includes a description of the site visit, the condition of the facility above and below water, and a cost estimate of the recommendations proposed. This assessment does not include an evaluation of the capacity of the existing structural members, nor does it include any inspection of upland facilities, mechanical or electrical components.

The following appendices are included for reference at the end of the report:

- ✓ **Appendix A – Photograph Log**
- ✓ **Appendix B – Dive Inspection Report**
- ✓ **Appendix C – Video Recording of Dive Inspection**
- ✓ **Appendix D – Rough Order of Magnitude (ROM) Cost Estimate for Cathodic Protection**
- ✓ **Appendix E – Existing Drawings**

2. BACKGROUND

The MSC concrete tee dock was originally designed in 1998 by PND Engineers. The facility provides 7362 sq. ft. of usable dock space. The dock was designed to the following codes adopted at the time of design: AISC Code of Standard Practice, AWS Structural Welding Code D1.1, ACI 318, ACI 301, ASHTO Standard Specifications for Highway Bridges, and Alaska DOT/PF Standard Specification for Highway. The dock was designed to support a uniform live load of 1000-psf with a maximum axial load of 250-kip.

The dock is founded on steel piles with strategically placed batter piles for lateral support. Steel pile caps span between piles and support the prestressed concrete deck panels. The concrete panels are 16-inches thick of varying width and length. The concrete panels are prestressed concrete with a minimum design compressive strength of 8,500-psi. The concrete panels have a grout closure at edges and at pile cap supports. Along the mooring face of the dock, there are (9) steel fender piles with UHMW sleeves. At the dock's juncture with the shore, there is a mechanically stabilized earth retaining structure with steel sheet piles along the face. PND reviewed the design drawings of the structure and compared the drawings with field conditions. Design drawings state that the pile galvanizing was anticipated to provide 10-years of protection. During construction, the middle section of an existing timber pile supported dock was

demolished to allow for construction of the new facility. Since original construction an additional portion of the timber dock was demolished to accommodate the neighboring MSC Marine Haulout Facility.

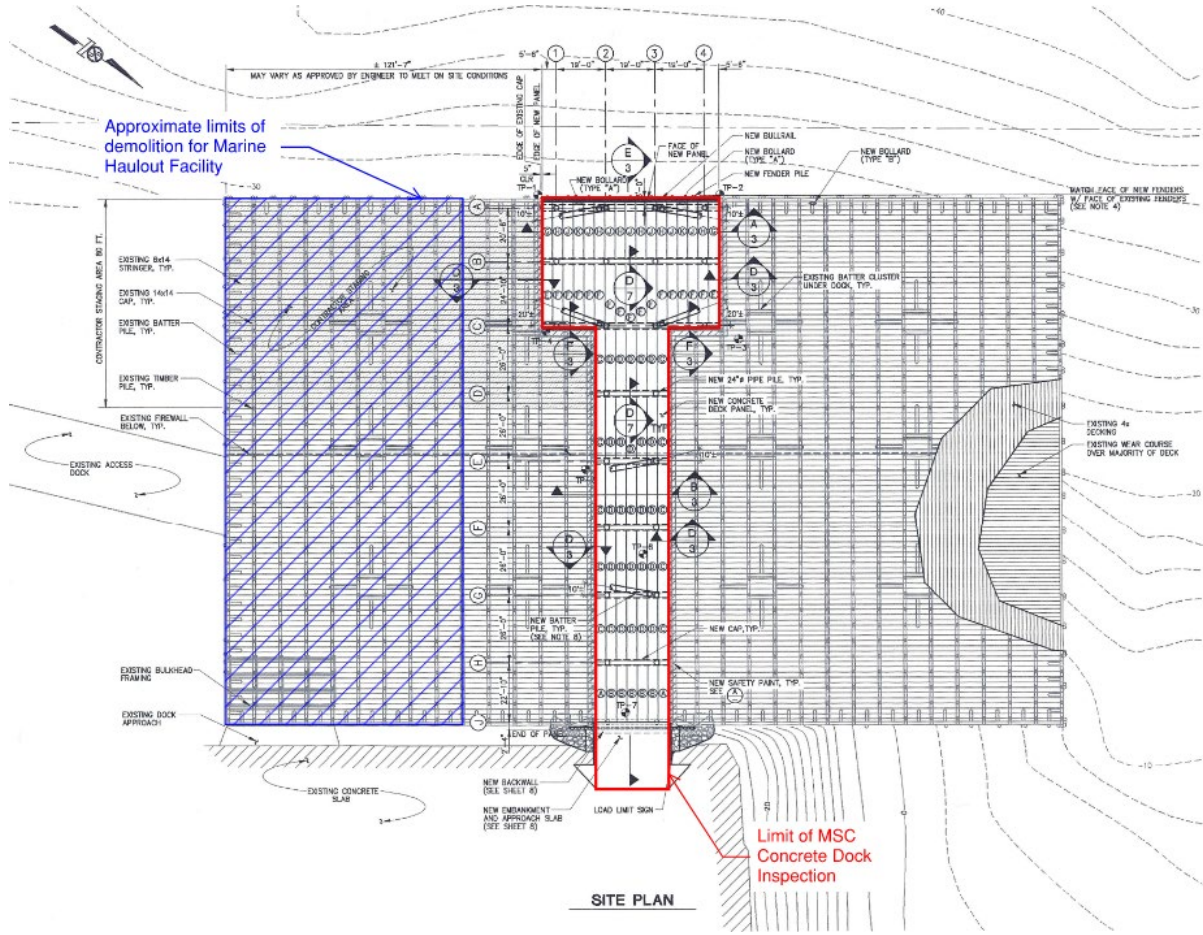


Figure 2-1. Existing Site Plan and Limits of Investigation

The dock was originally constructed to provide CBW with a pass-pass dock to load/unload heavy freight. Currently the dock is primarily used to allow commercial fishermen to load/unload equipment between fishing seasons and as a backup to the primary offsite freight dock.

3. INSPECTION METHODS

PND Staff Engineer Alex Li, E.I.T. and PND Senior Engineer Matt Holm, P.E. performed a site visit between March 13, 2023 and March 15, 2023. PND’s Engineers performed a topside inspection of the structure and its components including a visual assessment of steel components, connection points, welded joints, concrete condition, and wearing patterns. All exposed and accessible spaces were observed for structural defects. Members were examined for cracking, excessive deformation, missing connections, worn or missing components, corrosion, and other visually observable concerns. In addition to the visual inspection, PND used non-destructive methods to periodically measured the coating thickness using a MIKROTEST coating thickness gauge and a CHECK·LINE UT Wall Thickness Gauge to measure the remaining coating thickness and steel thickness of support piles and sheet piles, respectively. Gauges were

calibrated before use to ensure accurate measurements. Marine growth and surface corrosion were removed prior to performing coating and steel thickness tests.

For the subsurface investigation, PND and ACD jointly inspected the condition of the piles between the water surface and the mudline. ACD provided a diver equipped with real time audio and video feed to the dive support vessel. PND was able to communicate and coordinate with the diver during the inspection to identify areas of concern or provide additional direction during the inspection. The diver cleaned piles of marine growth and surface corrosion at periodic locations to observe pile condition. The diver visually observed the cleaned areas to determine if pitting of the steel had occurred and to take thickness measurements of the piles.

4. OBSERVATIONS

Overall, the MSC Concrete Tee dock is in serviceable condition. There are signs of aging and has remained in service, but continued maintenance should significantly increase the life of the facility. It was observed that the as-built conditions differ from the design drawings. There are (4) batter piles located at different locations and installed in different directions. The batter pile at Grid A2 was moved to A1 and installed to the North, the batter pile at A3 was installed at A4 and installed to the south east, the batter pile at C2 was installed at C1 and installed to the north west, and the batter pile at C3 was installed at C4 and installed to the south. Figure 2.1 illustrates the discrepancies between the as-built and design drawings.

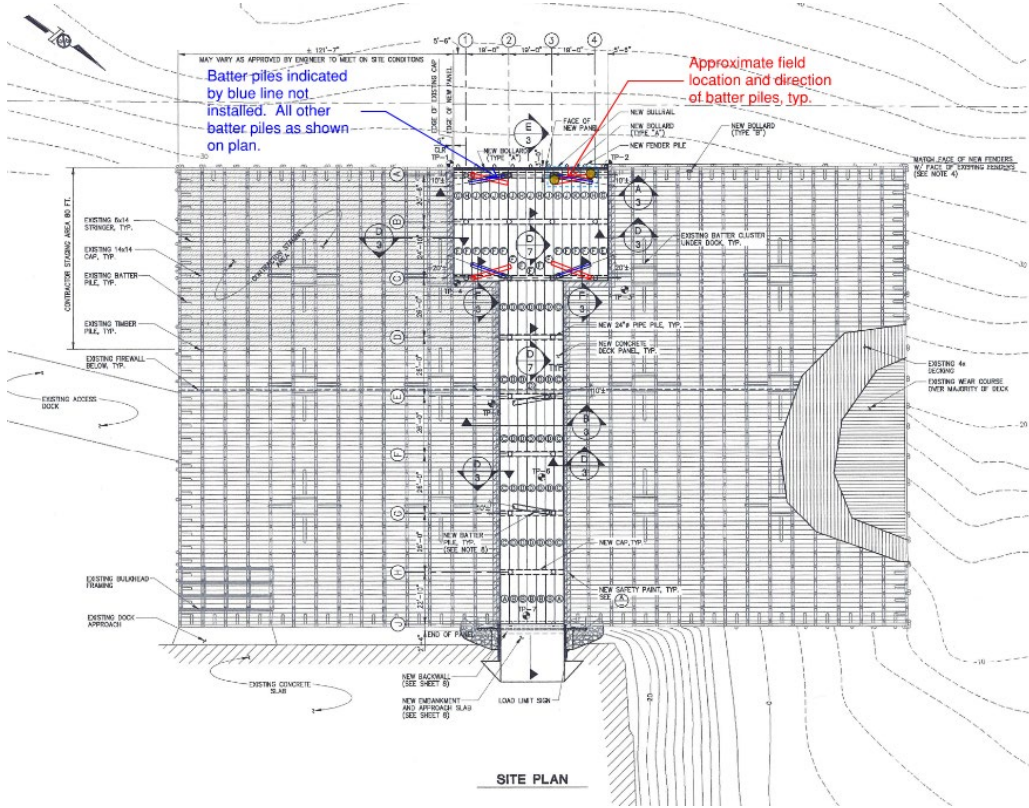


Figure 4-1. Pile locations

4.1 CONCRETE DECK PANELS AND CONCRETE TRANSITION

Overall, the concrete deck panels and cast-in-place (CIP) concrete transition are in good condition and remain serviceable. There were no signs of cracking or water infiltration in the concrete deck panels. There was some minimal water infiltration at the grout closure pours between concrete panels. This was evidenced by small amounts of efflorescence stalactites at the grout closures when viewed from below. It was noted that most of the drilled weep holes in the grout closures have been plugged with debris and organics, preventing water from draining and creating multiple puddles of standing water. The grout at the closure pours is also beginning to wear as evidenced by exposed aggregate.

At the CIP concrete transition between the MSC Concrete Tee Dock and the uplands, several longitudinal cracks span the full width of the transition. Cracks are likely due to differential movement between the differing foundation types or due to temperature and shrinkage in the concrete. It appears that the cracks opened in the past and do not show recent signs of movement, evidenced by the cracks being tightly filled with material.

4.2 CONNECTIONS AND HARDWARE

4.2.1 STEEL TRANSITION PLATES BETWEEN MSC CONCRETE TEE DOCK AND TIMBER DOCK

Between the Concrete Tee Dock and the Timber Dock, steel transition plates between are installed the two structures. The transition plates are in good condition with remaining galvanize coatings. There are a few locations with minor damage to the galvanizing, which are typical defects for the intended use. The transition plates are installed in sections to account for variations between the two dock structures. However, the transition plates are not secured and as a result, have separated up to 4-inches in several locations, creating a fall and trip hazard.

4.2.2 MOORING BOLLARDS

The mooring bollards are in good condition. There is some buildup of debris and organics around the bollard, including the baseplate and anchor bolts. This is trapping moisture which is likely decreasing the service life of the coatings. The bollards were painted yellow at some point during their service life but the paint is now fading.

4.2.3 PILE BULLRAIL

The HSS pipe bullrail along the face of the dock is in good condition. The galvanizing on the bullrails is in good condition, except for at the midpoint of the dock between Grids 2 and 3. Several superficial dents and scratches through the galvanizing were identified. This is to be expected as it is the primary point of pass/pass operations and loading/unloading of materials. In addition, there is some minor wear damage to the bullrails from mooring vessels. The supports for pipe bullrails are in good condition. There is some buildup of debris and organics around the supports, likely due to snow removal operations. While the connecting welds and supports are still in good condition, the material build up around the supports is trapping moisture increasing the rate of degradation of the galvanizing.

4.2.4 ACCESS LADDER AT FACE OF DOCK

The Concrete Tee Dock does not have an access ladder at the dock face; however, there is an access ladder located on the Timber Dock slightly to the east of the dock face. This ladder is in disrepair and has been damaged by what appears to be multiple vessel impacts. Its lower connection to the timber piles has

failed, making the ladder very unstable during use. This ladder is critical to provide access to vessels moored at the dock and to provide self-rescue should a dock user fall into the water.

4.3 STEEL PIPE PILES

The steel pipe piles are in fair to good condition. The galvanized coating between the intertidal zone and mudline has exceeded its service life and the piles are corroding. Surface corrosion was found throughout the facility in both the topside and dive inspections. There is no remaining galvanized coatings on the piles from the intertidal zone to the mudline. At locations cleaned of marine growth and surface corrosion, no pitting was observed in the piles. The surface of the steel piles does show scaling of the base metal, an indication that active corrosion is occurring. Periodic readings taken using a through thickness gauge produced measurements from 0.46-inches to 0.51-inches. The original pile thickness was 0.5-inches. These measurements show the piles are corroding and have some section loss. Measurements greater than the original pile thickness are expected early in the corrosive process. This is due to steel expanding as it oxidizes but still remaining bonded to the piles and not being removed during cleaning with a wire brush.

4.4 STEEL PILE CAPS

The steel pile caps spanning the support piles and supporting the prestressed concrete deck are in good to fair condition. The steel pile box caps are constructed using plates welded together. Due to the fabrication method, the caps were coated using a spray metalized galvanizing. At locations with batter piles, there is a smaller secondary box cap connecting the batter and vertical pile. Most of the spray galvanizing shows no signs of degradation. There are a few locations on the underside of the caps with visible rust staining, indicating that the spray metalized coating is nearing its service life at these locations.

At the pile to cap welded connection, the field galvanizing repairs have failed at approximately 50% of the connections. This can be expected because the industry standard for field galvanizing repairs does not produce the same quality of galvanizing and protection as factory applied galvanizing. At locations where the welded joint was accessible and the field applied coating has failed, welds were cleaned and show no signs of significant material section loss.

4.5 FENDER PILES AND FENDER CAP

The fender piles appear to be in fair to good condition. The galvanized coating from the bottom of the UHMW sleeve (approximate elevation of -25.0 ft MLLW) to the mudline has exceeded its service life and the piles are beginning to corrode. This implies that the pile galvanizing within the intertidal zone has also exceeded its service life, although inspectors could not confirm due to the UHMW sleeves. The steel piles have surface corrosion but the diver did not observe any pitting in the pile or signs of significant section loss. The UHMW sleeves protecting the pile mooring face are in good condition. There are several small gouges in the UHMW; however, no gouges were noted that completely penetrated the UHMW.

The fender caps spanning the fender piles are in good condition. Field conditions of fender assembly differ slightly than the design drawings. Fender piles are not secured to the dock using individual plates, but rather secured with a continuous flat W-section beam with steel pipe welded to the top outside flange. Periodically drilled in the W-section web are 2-inch diameter holes to allow water to drain. There is a significant buildup of debris and organics within top of the W-section beam, preventing water from freely draining. The galvanizing is still present and providing protection, but the presence of debris and organics in the W-section will increase the degradation rate of the galvanizing.

4.6 SHEET PILE RETAINING WALL AND ARMOR ROCK SLOPE

The sheet pile retaining wall abutment at the transition between the dock and uplands is in good condition. The galvanizing is still providing protection of the base metal. Several measurements were taken to determine the remaining coating thickness. The measurements of the remaining galvanizing averaged 7.7 mils, indicating there is significant protection remaining for the sheet piles. While the geogrid stabilizing the fill behind the wall, cannot not be observed it is likely still providing support as there were no signs of outward movement of the sheet pile wall.

The armor rock along the slope to the abutment was in good condition. Visual observations noted no significant movement of the armor stones and no opening in the armor rock slope. Further, there was no indication that finer materials were moving through the fill and armor rock slope.

5. RECOMMENDATIONS

While there are indications the facility is showing its age due to continual use, continued maintenance and repairs will allow the facility to remain usable well into the future without reduction in the rated load capacity. Below is a summary of recommendations for maintenance and improvements for the facility. These recommendations for the facility did not include engineering design. Some recommendations will require the CBW to hire a professional engineer to implement.

5.1 CONCRETE DECK PANELS AND CONCRETE TRANSITION

1. Clean and fill cracks in the CIP concrete transition with a structural epoxy to prevent further water and debris infiltration.
2. Clean drain holes in the grout closures to allow water to drain freely and prevent ponding of water. Periodically inspect and clean drain holes to prevent plugging in the future.
3. Seal prestressed concrete panels, grout closures and CIP concrete transition with sealing agent, such as the Ashford Formula. This will densify the concrete surface to reducing wearing of the concrete and prevent water infiltration at the concrete/grout interface. This is especially important at the grout closure pours, as it will limit further wear and help prevent aggregate from becoming dislodged.
4. Periodically clean the dock surface to limit the buildup of sands and other debris on the dock. This will help reduce the wearing of the concrete and grout surfaces.

5.2 CONNECTIONS AND HARDWARE

5.2.1 STEEL TRANSITION PLATES BETWEEN MSC CONCRETE TEE DOCK AND TIMBER DOCK

1. Reposition steel transition plates between the MSC Concrete Tee Dock and Timber Dock to close the openings. Secure steel transition plates with heavy nails to prevent future movement.

5.2.2 MOORING BOLLARDS

1. Clean mooring bollards, attachment plates and anchors of debris and organics.
2. Repaint mooring bollards, attachment plates and anchors.

5.2.3 PIPE BULLRAILS

1. Periodically clean and remove soils and organics around the pipe bullrail supports.
2. Repair damaged galvanizing to prevent corrosion of the bullrail. Repair galvanizing with hot applied zinc alloy followed by zinc rich paint. Periodically inspect bullrail and repair damage of the galvanizing.

5.2.4 ACCESS LADDER AT DOCK FACE

1. Replace access ladder at the dock face.

5.3 STEEL PIPE PILES

1. Install aluminum alloy anodes to provide cathodic protection on each pile. Anode size and spacing should be designed by a professional engineer.

5.4 STEEL PILE CAPS

1. Repair galvanizing on steel pile caps at locations where galvanizing is failing. Repair galvanizing by removing existing coating and rust and apply hot applied zinc alloy followed by zinc rich paint.
2. Clean weld joints between pile and pile caps where field applied galvanizing has failed. Clean welds of surface corrosion and apply hot applied zinc alloy followed by zinc rich paint.

5.5 FENDER PILES AND FENDER CAP

1. Install aluminum alloy anodes on each pile between the UHMW Sleeve and Mudline. Anode size and spacing should be designed by a professional engineer.
2. Clean W-section fender cap of soils and organics. Periodically inspect and remove debris and organics as part of annual maintenance.
3. Repair damage to the galvanized coatings. Clean damaged locations of surface corrosion and apply hot applied zinc alloy followed by zinc rich paint.

5.6 SHEET PILE RETAINING WALL AND ARMOR ROCK SLOPE

1. Periodically inspect coating on the sheet piles, repair any damages to the coatings.
2. Periodically inspect the armor rock slope for signs of movement or armor rock dislodgement.

6. ROM COST ESTIMATE FOR ANODE INSTALLATION



PND has developed a Rough Order Magnitude (ROM) Cost Estimate to install pile anodes on the MSC Concrete Tee Dock for cathodic protection. The cost estimate includes design engineering, installation of (92) 260-lbs aluminum anodes, a 20% construction contingency and budget for construction administration and inspection. Estimated costs are based on recent construction bids of a similar scope of work. Final design may change the quantity and size of anodes. The ROM estimate for cathodic protection of the MSC Concrete Tee Dock is \$209,515. The cost estimate is included in Appendix D.



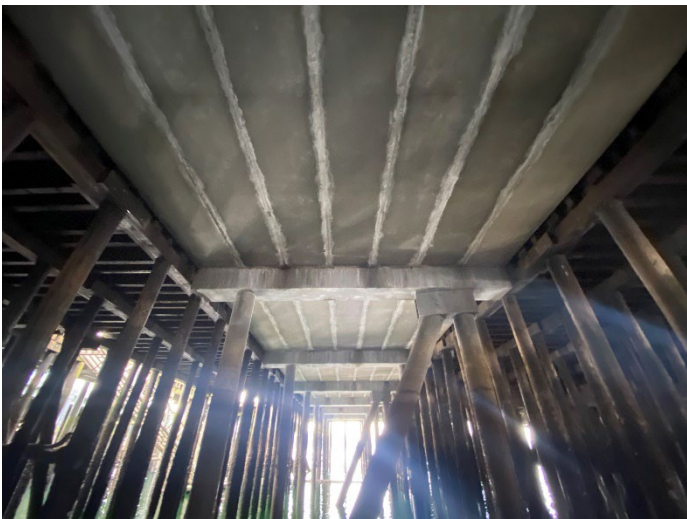
7. CONCLUSION

Overall, the MSC Concrete Tee Dock is in fair to good condition. The facility shows wear and degradation patterns typical of its age and usage, including the galvanizing being at or the end of its life, wearing of concrete and grout surfaces, buildup of debris at various locations, minor scrapes and dents of the bullrail at the face of the dock, and minor wear to the UHMW fender sleeves. As it continues to age, maintenance and rehabilitation will allow the facility to remain serviceable without reduction of the rate load capacity.

Of particular concern is the installation of anodes to provide cathodic protection of the steel support and fender piles, which should be installed within the next year. This will prevent continued corrosion of the piles and section loss of the steel. With delayed intervention, the dock load rating will have to be reduced due to structural steel section loss of the piles.




Appendix A. Photograph Log




	<p>Photograph No. 1</p> <p>Date: 3/14/23</p> <p>Description:</p> <p>Overview of MSC Concrete Tee Dock.</p>
	<p>Photograph No. 2</p> <p>Date: 3/14/23</p> <p>Description:</p> <p>Overview of the Marine Service Center.</p>




	<p>Photograph No. 3</p> <p>Date: 3/13/23</p> <p>Description:</p> <p>Overview of facility, looking towards the MSC.</p>
	<p>Photograph No. 4</p> <p>Date: 3/13/23</p> <p>Description:</p> <p>Overview of dock, looking towards the face of the dock.</p>
	<p>Photograph No. 5</p> <p>Date: 3/13/23</p> <p>Description:</p> <p>Overview of dock from the underside of the facility, looking towards the face.</p>




	<p>Photograph No. 6</p> <p>Date: 3/13/23</p> <p>Description:</p> <p>Overview of dock from the underside of the facility, looking towards the MSC.</p>
	<p>Photograph No. 7</p> <p>Date: 3/13/23</p> <p>Description:</p> <p>Buildup of debris on at the dock face due to snow removal operations. Debris should be periodically cleaned from the dock.</p>
	<p>Photograph No. 8</p> <p>Date: 3/13/23</p> <p>Description:</p> <p>Water ponding on dock surface due to plugged drain holes in concrete panels. Drain holes should be cleaned to allow water to free drain.</p>

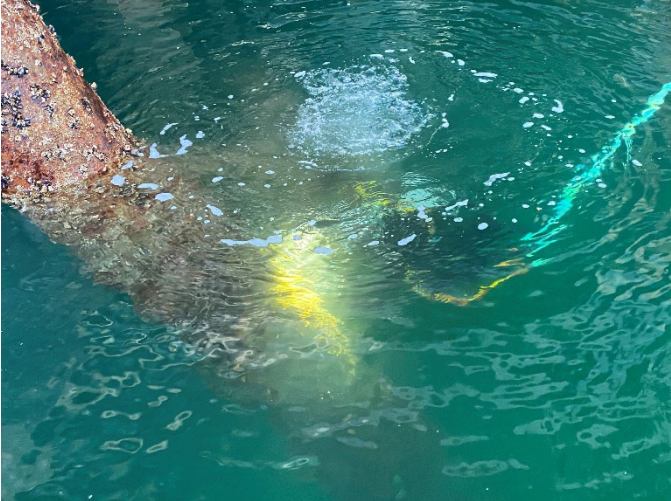

	<p>Photograph No. 9</p> <p>Date: 3/14/23</p> <p>Description:</p> <p>Underside of concrete deck panels. Note the buildup of efflorescence stalactites at the grout closures.</p>
	<p>Photograph No. 10</p> <p>Date: 3/14/23</p> <p>Description:</p> <p>Typical wear of the grout closures between concrete deck panels. Note the exposed aggregate in the grout.</p>
	<p>Photograph No. 11</p> <p>Date: 3/14/23</p> <p>Description:</p> <p>Typical drain holes in grout closure. Note the drain hole is plugged, typical of most drain holes on the dock.</p>

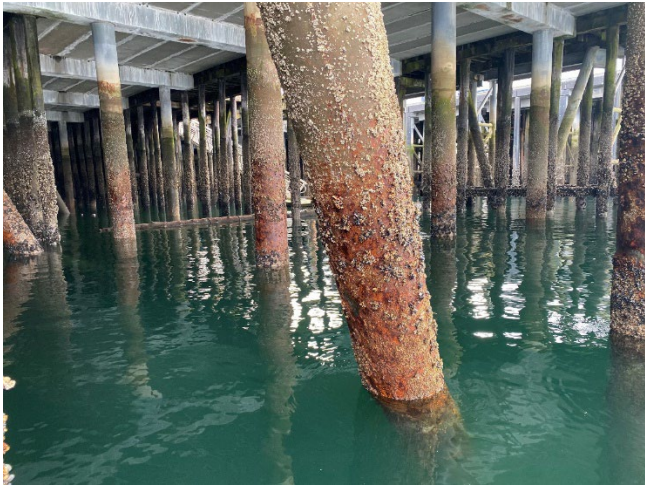

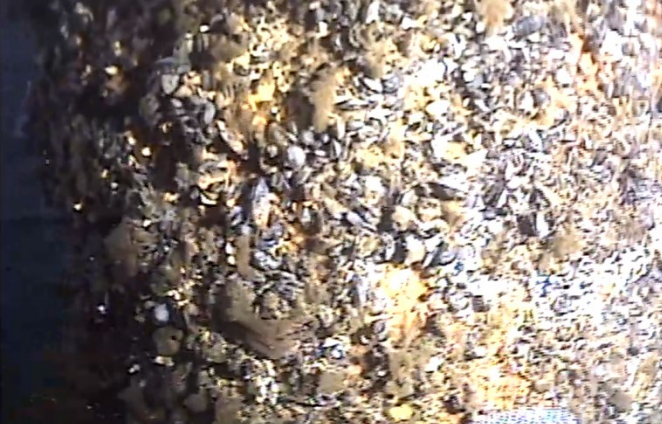
	<p>Photograph No. 12</p> <p>Date: 3/14/23</p> <p>Description:</p> <p>Longitudinal cracks in the CIP concrete transition between the concrete dock and uplands.</p>
	<p>Photograph No. 13</p> <p>Date: 3/14/23</p> <p>Description:</p> <p>Longitudinal cracks in the concrete transition apron between the concrete dock and uplands.</p>
	<p>Photograph No. 14</p> <p>Date: 3/14/23</p> <p>Description:</p> <p>Typical crack width of longitudinal cracks in transition apron. Note the crack is filled with debris.</p>




	<p>Photograph No. 15</p> <p>Date: 3/14/23</p> <p>Description:</p> <p>Typical separation of steel transition plates between the MSC Concrete Tee Dock and Timber Dock.</p>
	<p>Photograph No. 16</p> <p>Date: 3/14/23</p> <p>Description:</p> <p>Typical separation of steel transition plates between the MSC Concrete Tee Dock and Timber Dock.</p>
	<p>Photograph No. 17</p> <p>Date: 3/14/23</p> <p>Description:</p> <p>Mooring bollard. Note the buildup of debris around the mooring bollard. Some of the debris had been removed at time of photograph.</p>

	<p>Photograph No. 18</p> <p>Date: 3/14/23</p> <p>Description:</p> <p>Typical condition of the pile bullrail.</p>
	<p>Photograph No. 19</p> <p>Date: 3/14/23</p> <p>Description:</p> <p>Typical damage to bullrail at primary point of transfer operations.</p>
	<p>Photograph No. 20</p> <p>Date: 3/14/23</p> <p>Description:</p> <p>Buildup of debris around pipe bullrail support.</p>




	<p>Photograph No. 21</p> <p>Date: 3/14/23</p> <p>Description:</p> <p>Pipe bullrail support after debris has been removed. Note the line where water has been trapped due to debris, decreasing the serviceable life of the galvanized coating.</p>
	<p>Photograph No. 22</p> <p>Date: 3/14/23</p> <p>Description:</p> <p>Steel Pipe Pile J3. This is the pile bent located nearest the MSC uplands.</p>
	<p>Photograph No. 23</p> <p>Date: 3/14/23</p> <p>Description:</p> <p>Typical pile condition from MHW to pile caps.</p>



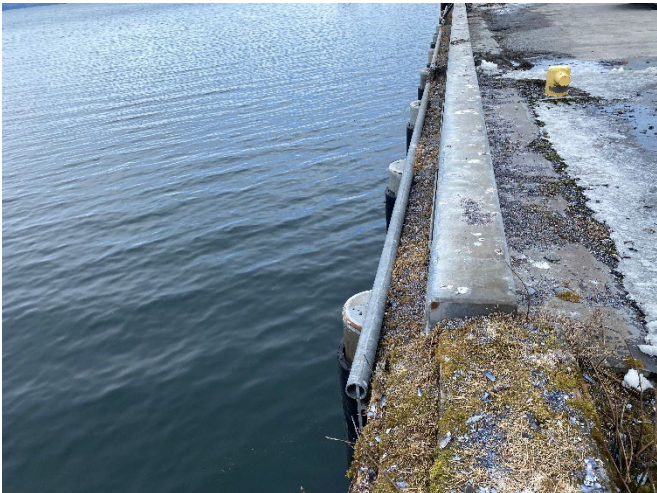
	<p>Photograph No. 24</p> <p>Date: 3/14/23</p> <p>Description:</p> <p>Diver performing inspection of a pile as observed from topside.</p>
	<p>Photograph No. 25</p> <p>Date: 3/14/23</p> <p>Description:</p> <p>PND Engineer performing through thickness reading of the pile.</p>


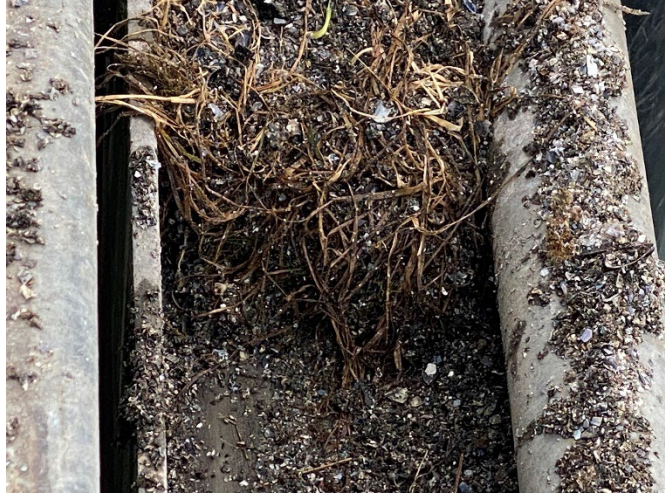

	<p>Photograph No. 26</p> <p>Date: 3/14/23</p> <p>Description:</p> <p>Typical surface corrosion of pile at MLW.</p>
	<p>Photograph No. 27</p> <p>Date: 3/14/23</p> <p>Description:</p> <p>Fender pile. UHMW pile cover and pile are in fair condition. Moderate corrosion is found on the base/mudline of the fender pile.</p>
	<p>Photograph No. 28</p> <p>Date: 3/14/23</p> <p>Description:</p> <p>Typical marine growth on piles.</p>


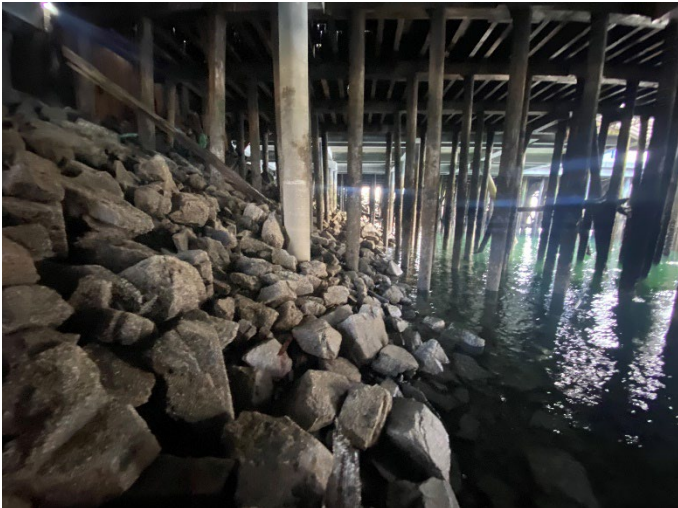
	<p>Photograph No. 29</p> <p>Date: 3/13/23</p> <p>Description:</p> <p>Typical pile base with moderate corrosion.</p>
	<p>Photograph No. 30</p> <p>Date: 3/13/23</p> <p>Description:</p> <p>Typical pile around tideline. This is a batter pile.</p>
	<p>Photograph No. 31</p> <p>Date: 3/13/23</p> <p>Description:</p> <p>Galvanizing inspection performed by diver. Note galvanizing is at end of life, as indicated by the black residue on the edges of the sample area. Bare metal lies in the center after mechanical abrasion.</p>

	<p>Photograph No. 32</p> <p>Date: 3/13/23</p> <p>Description:</p> <p>Pile underwater as viewed from afar.</p>
	<p>Photograph No. 33</p> <p>Date: 3/14/23</p> <p>Description:</p> <p>Typical pile base with mild corrosion.</p>
	<p>Photograph No. 34</p> <p>Date: 3/14/23</p> <p>Description:</p> <p>Surface corrosion on the underside of the pile cap at Grid J. Not this pile cap had the largest area of observed surface corrosion during the inspection.</p>

	<p>Photograph No. 35</p> <p>Date: 3/14/23</p> <p>Description:</p> <p>Close-up of pile weld on Pile J2. Note the coating repairs at the weld have exceeded their service life.</p>
	<p>Photograph No. 35</p> <p>Date: 3/14/23</p> <p>Description:</p> <p>Vertical and batter piles at C4 with pile cap. Note the coating repairs at the weld location have exceeded the service life.</p>
	<p>Photograph No. 36</p> <p>Date: 3/14/23</p> <p>Description:</p> <p>Typical pile cap condition. Pile cap D shown.</p>

	<p>Photograph No. 37 Date: 3/14/23</p> <p>Description: Pile cap A and fender cap, underside shown. At piles A4.</p>
	<p>Photograph No. 38 Date: 3/14/23</p> <p>Description: Typical pile to cap weld where the field coating has not failed. Approximately 50% of the welds on the facility are in this condition.</p>
	<p>Photograph No. 39 Date: 3/14/23</p> <p>Description: Typical top side of fender cap, Note the buildup of debris and organics in the W-section.</p>

	<p>Photograph No. 40</p> <p>Date: 3/14/23</p> <p>Description:</p> <p>Typical condition of the fender pile cap with the debris and organics removed.</p>
	<p>Photograph No. 41</p> <p>Date: 3/14/23</p> <p>Description:</p> <p>Debris and organic growth on the fender pile cap.</p>
	<p>Photograph No. 42</p> <p>Date: 3/14/23</p> <p>Description:</p> <p>Typical condition of the sheet pile retaining wall.</p>

	<p>Photograph No. 43</p> <p>Date: 3/14/23</p> <p>Description:</p> <p>Typical condition of the armor rock slope.</p>
	<p>Photograph No. 44</p> <p>Date: 3/14/23</p> <p>Description:</p> <p>Typical condition of armor rock slope.</p>

Appendix B. Dive Inspection Report



FIELD REPORT

Copies Given To:

ACD, Inc. Office
Matt Holm

Vessel: Wrangell Tee Dock
Date: 2023.03.14
Job: Pile Inspection
Present at Site:
Greg Updike, Brian Updike, Jesse Kaye,
Chuck Dunn, John Gentry, Matt Holm (PND)

SUMMARY OF RESULTS:

Alaskan Salvor Crew left Wrangell Harbor at 0700, arrived at "Tee Dock" at 0730 to conduct a survey of the steel piling.

PND Engineering representatives came on board at 0740, all personnel went over the inspection plan.

Diver, John Gentry, in water at 0809 to begin pile inspection of the Tee Dock

Diver started with the steel piling located closest to the beach.

Diver inspected each steel pile from waterline to mud-line including certain key elevations per PND direction.

Light to moderate corrosion was found on piles with no pitting or holes observed.

The galvanization appeared to be completely depleted on several piles and corrosion could be sloughed off exposing bare metal.

Thickness readings were taken on random piling, showing minimal to no deterioration.

A total of 28 piles (including batter piles) were inspected, no cathodic protection was found on any of the piling.

Diver out at 1045.

Salvor Crew departed Wrangell Tee dock at 1200.



Appendix C. Video Recording of the Dive Inspection

Please use the ShareFile link below to access the dive inspection video.

<https://pndengineers.sharefile.com/d-s579c12dc4a494931b62d706c8b5af209>

Appendix D. ROM Cost Estimate for Cathodic Protection



CITY AND BOROUGH OF WRANGELL
MSC CONCRETE TEE DOCK
BID READY ENGINEER'S ESTIMATE
Prepared By: PND Engineers, Inc. on April 11, 2023

ROM Cost Estimate					
Item	Item Description	Units	Quantity	Unit Cost	Amount
1505.1	Mobilization	LS	All Req'd	20%	\$25,420
2996.1	Supply Pile Anode	EA	92	\$700	\$64,400
2996.2	Install Pile Anode	EA	92	\$600	\$55,200
2996.3	Anode Continuity Testing & Potential Readings	LS	All Req'd	\$7,500	\$7,500
ESTIMATED CONSTRUCTION BID PRICE					\$152,520
CONTINGENCY (20%)					\$30,504
ENGINEERING DESIGN					\$17,340
CACI (6%)					\$9,151
TOTAL RECOMMENDED BUDGET					\$209,515

Note: Engineer's Estimate based on recent projects of similar scope. Market volatility and material price escalation due to pandemic, as well as recent inflation may effect contractor bids and overall project costs.



Appendix E. Existing Drawings

CITY OF WRANGELL APC DOCK IMPROVEMENTS 1998



LOCATION MAP

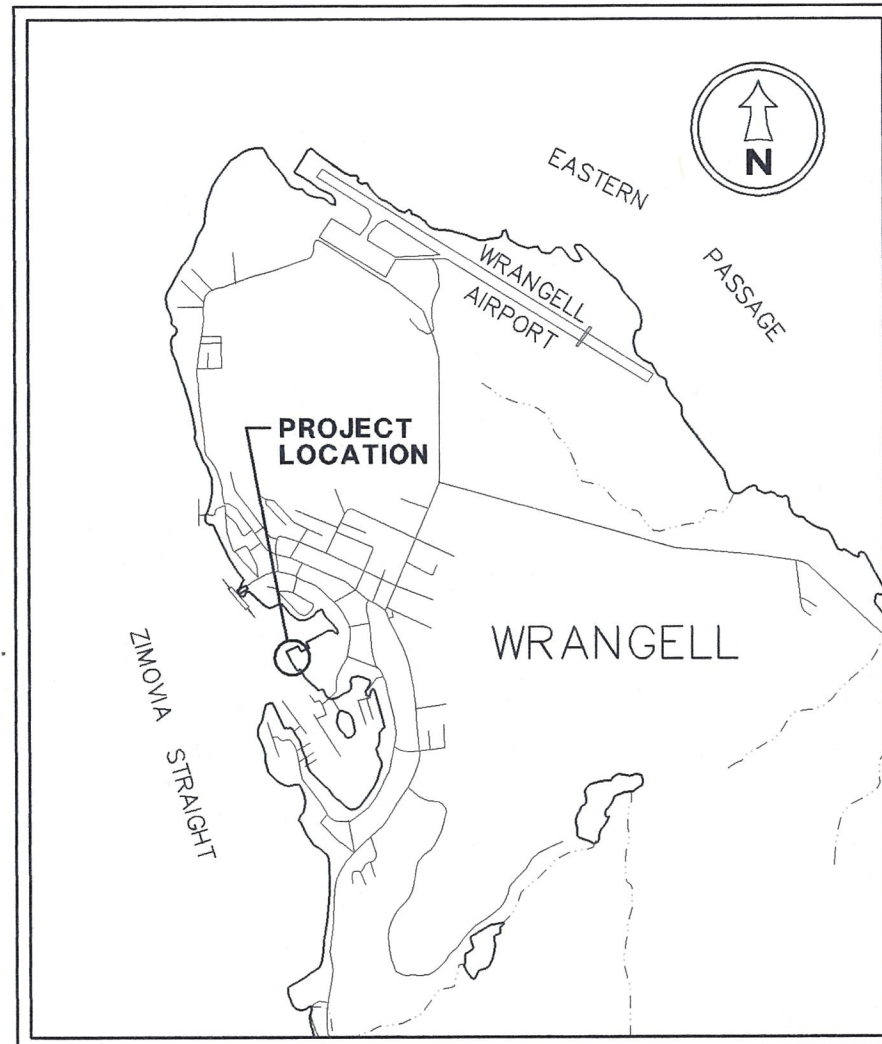
CITY OF WRANGELL

CITY COUNCIL

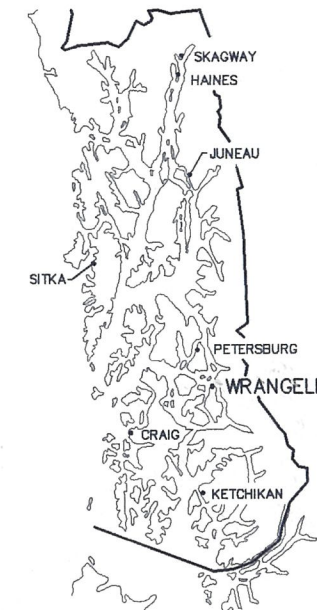
- BILL PRIVETT, MAYOR
- BRUCE HARDING
- RUTH E. KNIGHT
- JOHN BAKER
- THEODORA WILLIAMS
- JEFF ANGERMAN
- FERN NEIMEYER

PORT COMMISSION

- CHET POWELL, JR., CHAIR
- ALAN REEVES
- WILLIAM KNECHT
- SYLVIA ETTEFAGH
- PETER C. WOLTON



VICINITY MAP



SOUTHEAST ALASKA

SHEET INDEX	
SHEET NO.	SHEET TITLE
1	COVER SHEET
2	SITE PLAN
3	DOCK SECTIONS
4	PILES
5	PILE CAPS
6	DECK PANELS: A, B, C, D, E, AND F
7	DECK PANELS: G, H, J AND K
8	BACKWALL
9	FENDER AND BULLRAIL
10	GENERAL NOTES AND SIGNS

Peratovich, Nottingham and Drage, Inc. (PN&D) is not responsible for safety programs, methods or procedures of operation, or the construction of the design shown on these drawings. Drawings are for the use of this project only and are not intended for reuse without written approval from PN&D. Drawings are also not to be used in any manner that would constitute a detriment directly or indirectly to Peratovich, Nottingham and Drage, Inc.

REV.	DATE	DESCRIPTION	DWN.	CKD.	APP.

Peratovich, Nottingham & Drage, Inc.
Engineering Consultants
3220 Hospital Drive, Suite 200
Juneau, Alaska 99801 (907) 586-2093

DESIGN: CG CHECKED: CRS SCALE: AS SHOWN
DRAWN: TMS APPROVED: DN

CITY OF WRANGELL, ALASKA
APC DOCK IMPROVEMENTS

SHEET TITLE:
COVER SHEET

DATE: JUNE 1, 1998

PN&D PROJECT NO. 97230.03 DWG. FILE: 10F10.DWG

1
SHEET
1 OF 10

LEGEND

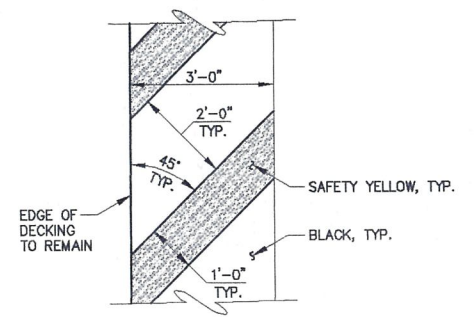
- BATHYMETRIC CONTOUR, 2 FOOT INTERVAL
- TOPOGRAPHIC CONTOUR, 2 FOOT INTERVAL
- PROPERTY LINE
- EXISTING STRUCTURE
- DECK PANEL TYPE DESIGNATION
- TEST PILE LOCATION
- CONSTRUCTION GRID LINE, @ PILE OR CAP, TYP.

NOTES

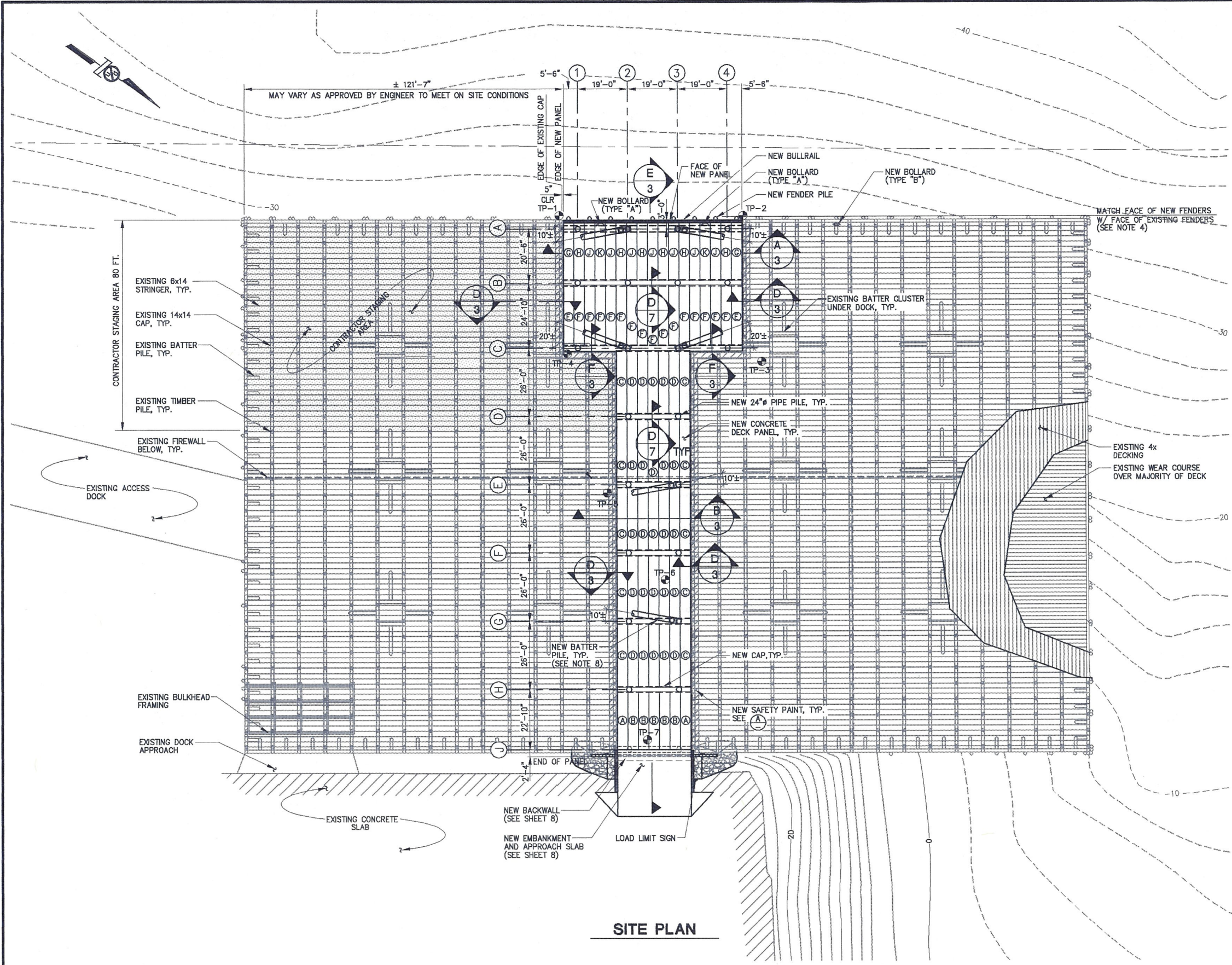
1. BATHYMETRY FROM SURVEY BY PN&D OCT., 1996.
2. TOPOGRAPHY FROM SURVEY BY GREG SCHEFF AND ASSOCIATES, NOV., 1996
3. BASIS OF ELEVATIONS IS MEAN LOWER LOW WATER. (MLLW)
4. ESTABLISH PIERHEAD OF NEW CONSTRUCTION BASED ON BEST FIT SURVEY OF FACE OF EXISTING TIMBER DOCK. SURVEY A MINIMUM OF END POINTS AND POINTS 100 FEET FROM ENDS TO ESTABLISH EXISTING FACE OF DOCK.
5. EXISTING TIMBER DOCK IS OF LIGHT TIMBER CONSTRUCTION AND IN DETERIORATING CONDITION. THE CONTRACTOR SHALL MAKE ALL DETERMINATIONS OF SUITABILITY FOR USE OF THIS DOCK TO SUPPORT CONSTRUCTION LOADS AND OPERATIONS.
6. DEMOLISH EXISTING STRUCTURE WITHIN THE LIMITS OF THE NEW CONSTRUCTION. REMOVE PILES IN ENTIRETY OR CUT OFF AT MUDLINE. REMOVE ALL PILE CAPS, STRINGERS, DECK, WEAR COURSE, CROSS-BRACING, FIRE WALL AND OTHER FRAMING. ALL SALVAGEABLE MATERIAL SHALL REMAIN PROPERTY OF THE CITY OF WRANGELL. THE ENGINEER SHALL DEEM WHICH MATERIALS ARE SALVAGEABLE. ALL HARDWARE SHALL BE REMOVED FROM SALVAGEABLE MATERIAL. DISPOSE ALL UNSALVAGEABLE MATERIAL. PLACE SALVAGEABLE MATERIAL ON ADJACENT PROPERTY (APC LOT) AT LOCATION ACCEPTABLE TO ENGINEER.
7. THIS PROJECT LOCATION IS AT THE SITE OF A PREVIOUS CANNERY DOCK AND SAWMILL. DEBRIS IS PRESENT UNDER AND NEAR THE EXISTING DOCK WHERE NEW PILES ARE TO BE DRIVEN. REMOVE DEBRIS AS NECESSARY TO DRIVE PILES.
8. ADJUST BATTER PILE ORIENTATION TO MISS EXISTING PILES AND FRAMING. MAXIMUM ALLOWABLE DEVIATION FROM SHOWN ORIENTATION IS 5 DEGREES.
9. EXISTING DOCK CROSS BRACING NOT SHOWN.
10. TOP OF NEW DECK PANELS ELEVATION TO MATCH TOP OF HIGHEST EXISTING WEAR COURSE ELEVATION. CONTRACTOR SHALL SURVEY PERIMETER OF DEMOLISHED AREA AND ESTABLISH HIGHEST WEAR COURSE ELEVATION. SHIM TRANSITION P WHERE VERTICAL GAP IS GREATER THAN 1/2".

TEST PILE LOGS		
TEST PILE	MUDLINE ELEV. (FT. MLLW)	TIP ELEV. (FT. MLLW)
TP-1	-29	-82
TP-2	-29	-90
TP-3	-22	-72
TP-4	-21	-63
TP-5	-16	-40
TP-6	-7	-31
TP-7	+11	-21

- NOTES:
1. TEST PILES WERE 20" O.D. x 0.625" t STEEL PIPE PILE WITH OPEN END CUTTING SHOE.
 2. PILES WERE DRIVEN WITH A "COMACO 50" AIR HAMMER TO REFUSAL.



- SAFETY PAINT**
- NOTES:
1. CLEAN EXIST. TIMBER TO BE PAINTED BY POWER WASHING. THOROUGHLY DRY PRIOR TO APPLYING PRIMER.
 2. APPLY TRUE TEST PREMIUM EXTERIOR OIL ZONE MARKING PAINT, (2) COATS. APPLY IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.



SITE PLAN

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REV.	DATE	DESCRIPTION	DWN.	CKD.	APP.

Peratovich, Nottingham & Drage, Inc.
Engineering Consultants
3220 Hospital Drive, Suite 200
Juneau, Alaska 99901 (907) 586-2093

DESIGN: CG CHECKED: CRS SCALE: SCALE IN FEET
DRAWN: TMS/LLR APPROVED: DN 0 20 40 FT.

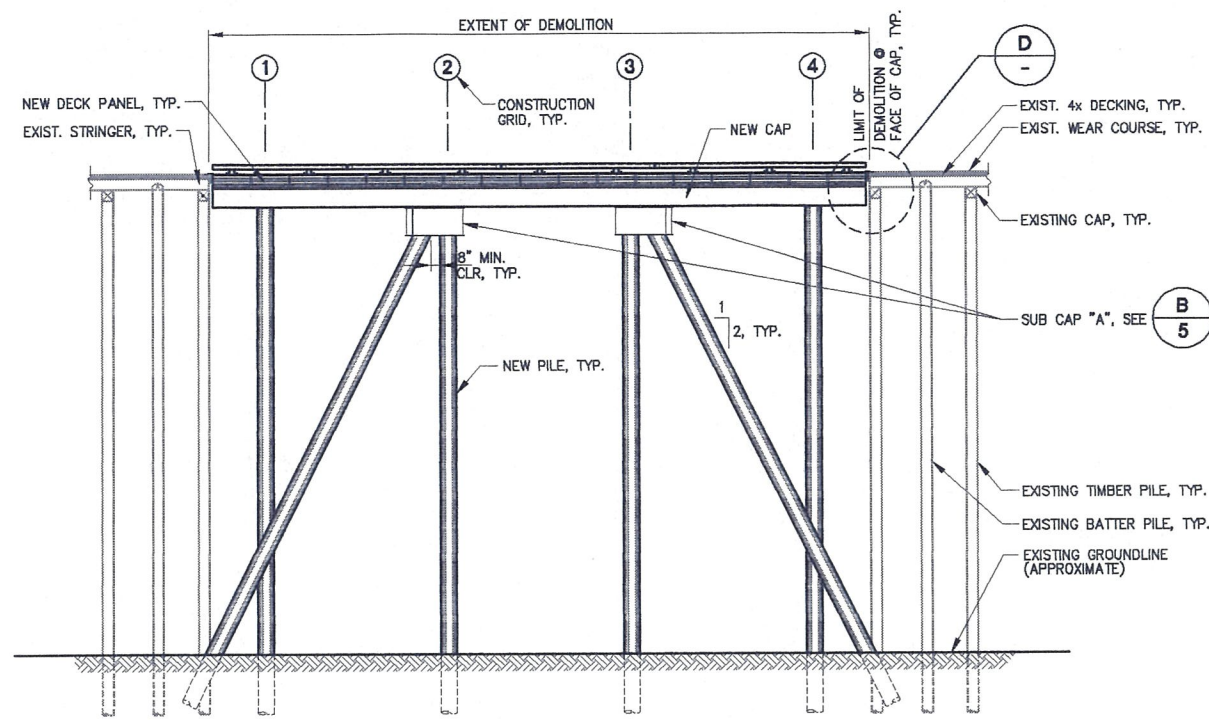
CITY OF WRANGELL, ALASKA
APC DOCK IMPROVEMENTS

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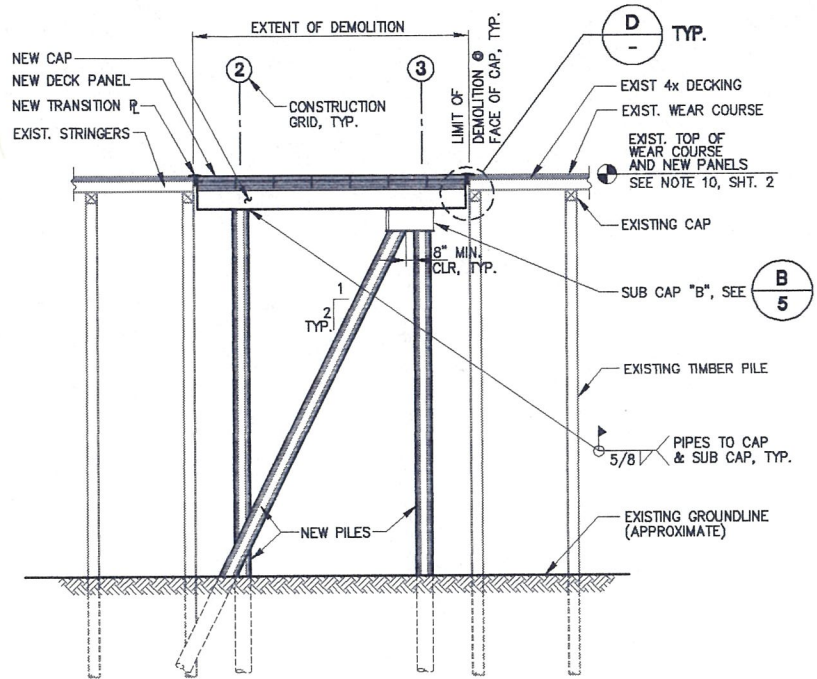
DATE: JUNE 1, 1998

PN&D PROJECT NO.: 97230.03 DWG. FILE: 20F10.DWG

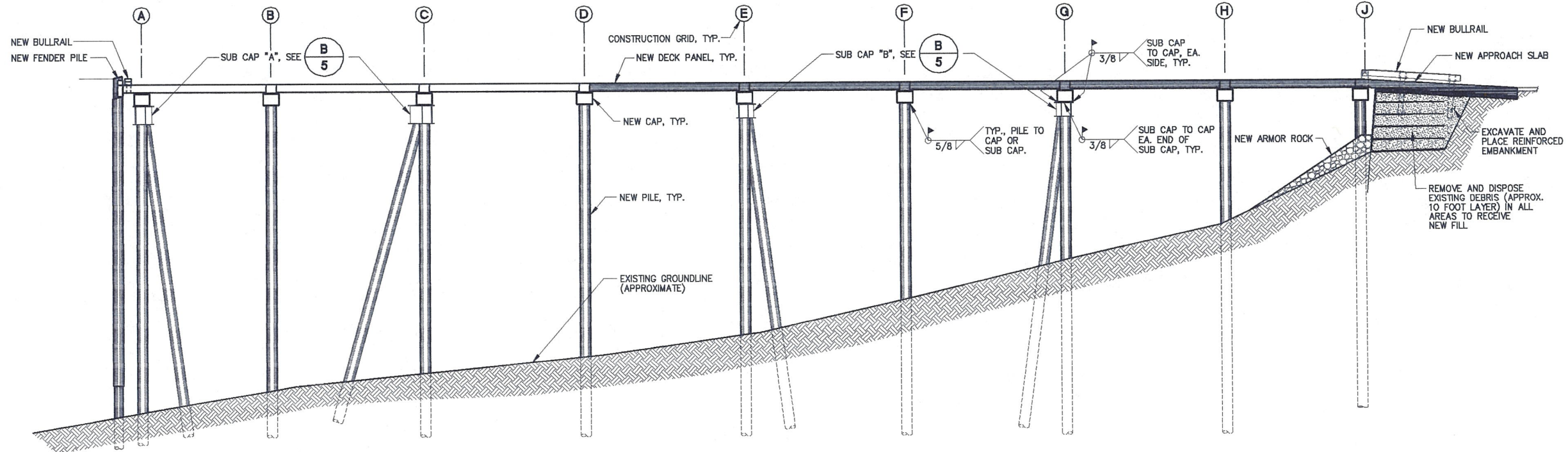
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SHEET
2 OF 10



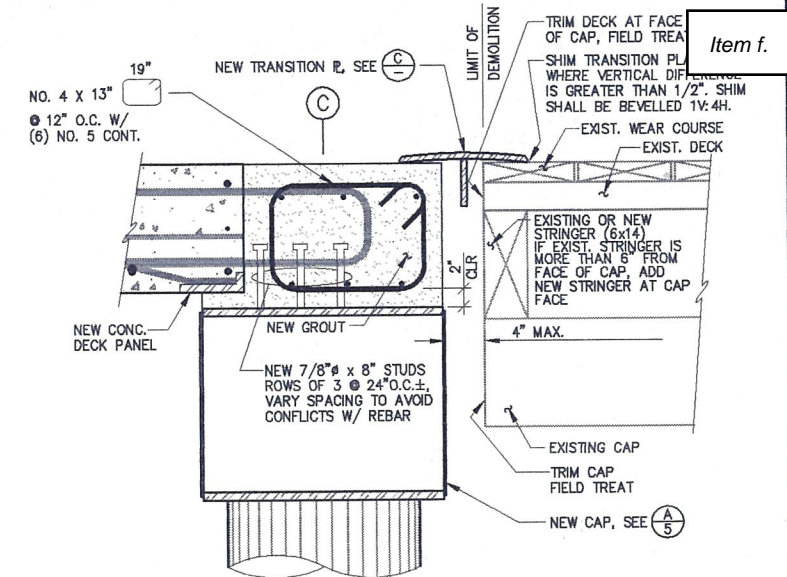
A
2
DOCK SECTION
SCALE IN FEET
0 10 20 FT.



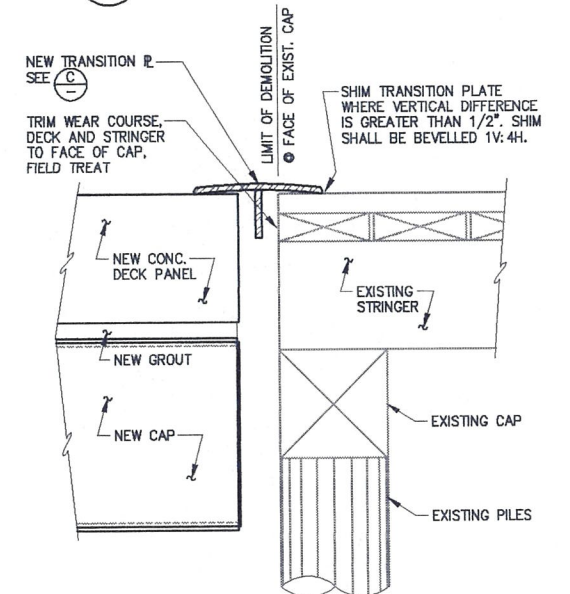
B
2
DOCK SECTION
SCALE IN FEET
0 10 20 FT.



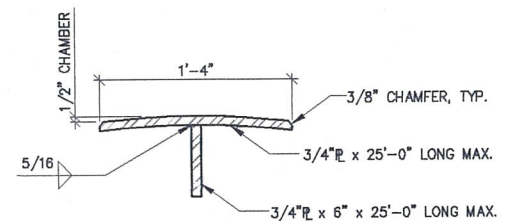
E
2
DOCK SECTION
SCALE IN FEET
0 10 20 FT.



F
2
TRANSITION SECTION



D
-
TRANSITION SECTION



C
-
TRANSITION PLATE DETAIL
NOTE: PROVIDE 1/4" TO 1/2" GAP BETWEEN ADJACENT TRANSITION PLATES. USE MULTIPLE PIECES TO BRIDGE ALL GAPS.

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Juneau, Alaska 99801 (907) 586-2093

DESIGN: CG CHECKED: CRS SCALE: SCALE IN FEET
DRAWN: TMS APPROVED: DN 0 20 40 FT.

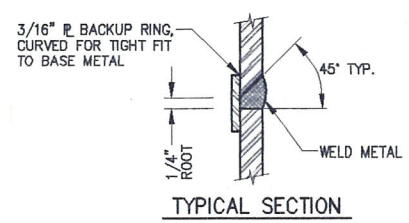
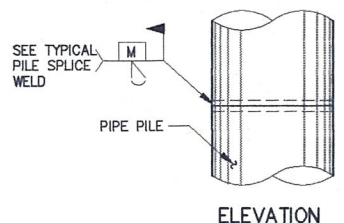
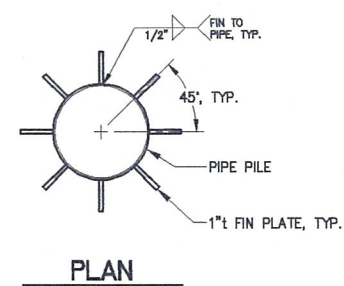
CITY OF WRANGELL, ALASKA
APC DOCK IMPROVEMENTS

SHEET TITLE: **DOCK SECTIONS**

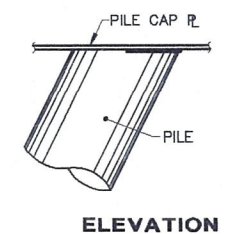
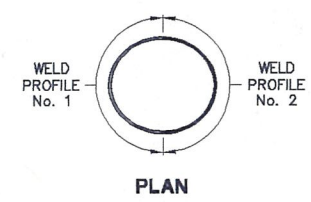
DATE: JUNE 1, 1998

PN&D PROJECT NO. 97230.03 DWG. FILE: 30F10.DWG

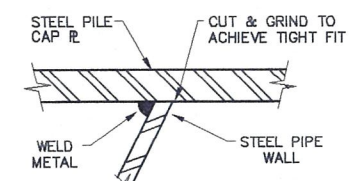
3
SHEET
3 OF 10



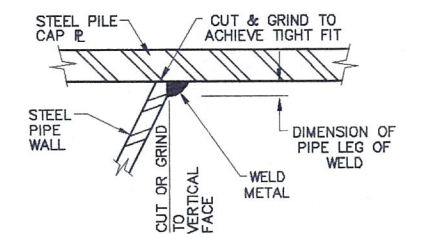
B PILE SPLICE
TYPICAL FOR ALL FIELD PIPE PILE SPLICES (SHOP WELDS SIMILAR BUT W/ DBL. BEVEL)



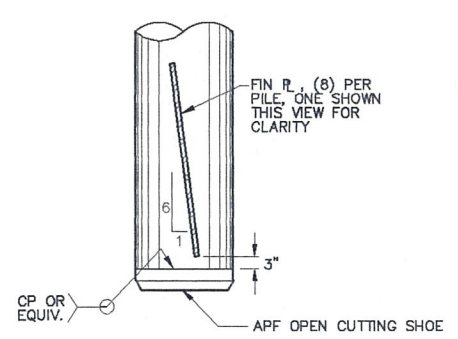
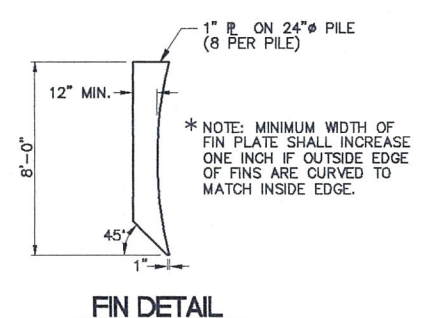
C BATTER PILE WELD



D WELD PROFILE NO. 1

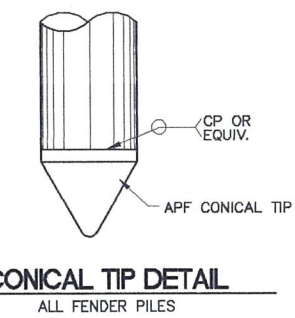


E WELD PROFILE NO. 2



A SPIN FIN DETAIL
NOTE: TYPICAL ALL STEEL PILES EXCEPT FENDER PILES.

PILE SCHEDULE							
LOCATION	TYPE	SIZE		SERVICE LOADS		TIP TYPE	REQUIRED FURNISHED LENGTH
		DIAMETER (INCHES)	WALL THICKNESS (INCHES)	COMPRESSION (KIPS)	TENSION (KIPS)		
A1	VERTICAL	24.0	0.500	315	-	OPEN CUTTING SHOE	120'
A2	VERTICAL	24.0	0.500	465	35	SPIN FIN W/ OPEN CUTTING SHOE	120'
A2	BATTER	24.0	0.500	100	100	SPIN FIN W/ OPEN CUTTING SHOE	135'
A3	VERTICAL	24.0	0.500	465	35	SPIN FIN W/ OPEN CUTTING SHOE	120'
A3	BATTER	24.0	0.500	100	100	SPIN FIN W/ OPEN CUTTING SHOE	135'
A4	VERTICAL	24.0	0.500	315	-	OPEN CUTTING SHOE	120'
B1	VERTICAL	24.0	0.500	515	-	OPEN CUTTING SHOE	110'
B2	VERTICAL	24.0	0.500	620	-	OPEN CUTTING SHOE	110'
B3	VERTICAL	24.0	0.500	620	-	OPEN CUTTING SHOE	110'
B4	VERTICAL	24.0	0.500	515	-	OPEN CUTTING SHOE	110'
C1	VERTICAL	24.0	0.500	315	-	OPEN CUTTING SHOE	95'
C2	VERTICAL	24.0	0.500	685	30	SPIN FIN W/ OPEN CUTTING SHOE	95'
C2	BATTER	24.0	0.500	100	100	SPIN FIN W/ OPEN CUTTING SHOE	105'
C3	VERTICAL	24.0	0.500	685	30	SPIN FIN W/ OPEN CUTTING SHOE	95'
C3	BATTER	24.0	0.500	100	100	SPIN FIN W/ OPEN CUTTING SHOE	105'
C4	VERTICAL	24.0	0.500	315	-	OPEN CUTTING SHOE	95'
D2	VERTICAL	20.0	0.500	515	-	OPEN CUTTING SHOE	85'
D3	VERTICAL	20.0	0.500	515	-	OPEN CUTTING SHOE	85'
E2	VERTICAL	20.0	0.500	515	-	OPEN CUTTING SHOE	65'
E3	VERTICAL	20.0	0.500	675	80	SPIN FIN W/ OPEN CUTTING SHOE	65'
E3	BATTER	20.0	0.500	175	175	SPIN FIN W/ OPEN CUTTING SHOE	70'
F2	VERTICAL	20.0	0.500	515	-	OPEN CUTTING SHOE	65'
F3	VERTICAL	20.0	0.500	515	-	OPEN CUTTING SHOE	65'
G2	VERTICAL	20.0	0.500	515	-	OPEN CUTTING SHOE	65'
G3	BATTER	20.0	0.500	675	80	SPIN FIN W/ OPEN CUTTING SHOE	70'
G3	VERTICAL	20.0	0.500	175	175	SPIN FIN W/ OPEN CUTTING SHOE	65'
H2	VERTICAL	20.0	0.500	515	-	OPEN CUTTING SHOE	65'
H3	VERTICAL	20.0	0.500	515	-	OPEN CUTTING SHOE	65'
J2	VERTICAL	20.0	0.500	305	-	OPEN CUTTING SHOE	65'
J3	VERTICAL	20.0	0.500	305	-	OPEN CUTTING SHOE	65'



CONICAL TIP DETAIL
ALL FENDER PILES

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Engineering Consultants
3220 Hospital Drive, Suite 200
Juneau, Alaska 99901 (907) 588-2099

DESIGN: CG CHECKED: CRS SCALE: AS SHOWN
DRAWN: TMS APPROVED: DN

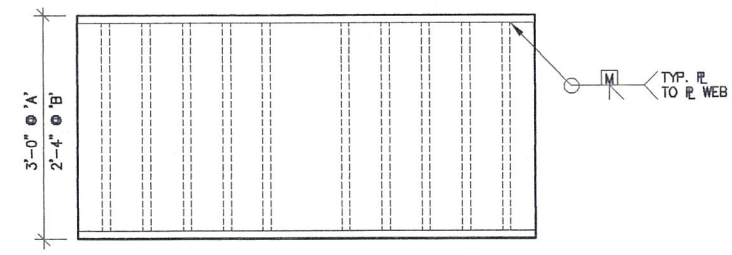
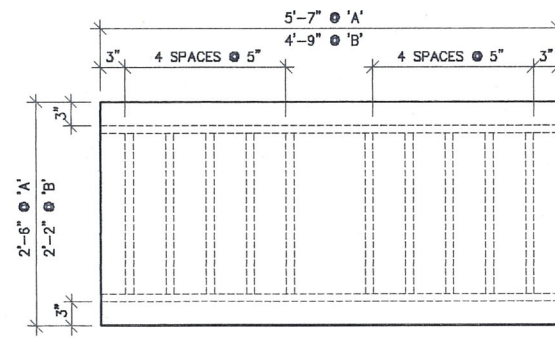
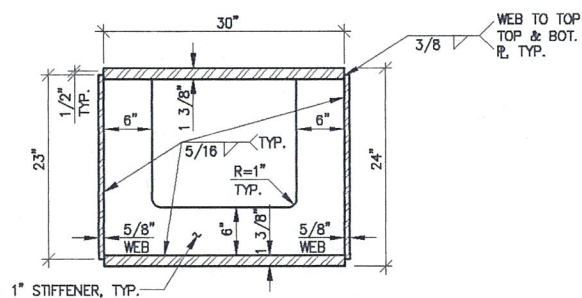
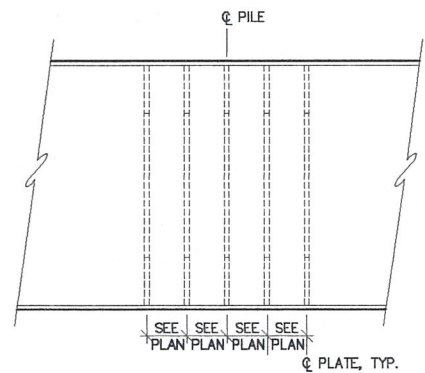
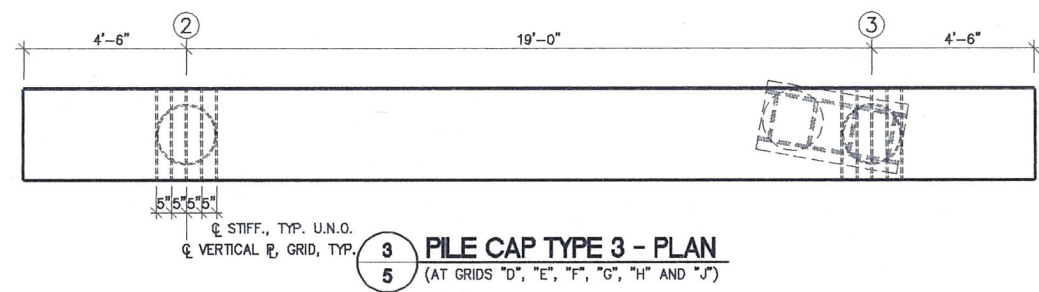
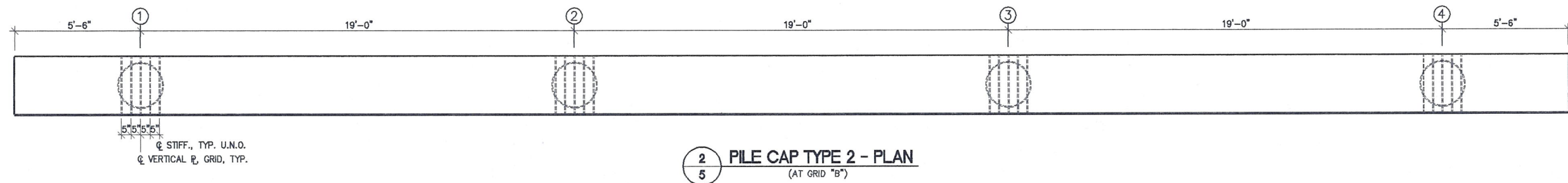
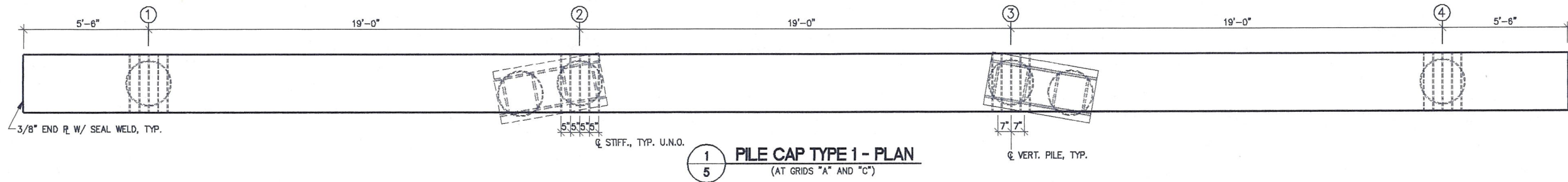
DATE: JUNE 1, 1998

CITY OF WRANGELL, ALASKA
APC DOCK IMPROVEMENTS

SHEET TITLE: **PILES**

PN&D PROJECT NO. 97230.03 DWG. FILE: 40F10.DWG

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REV.	DATE	DESCRIPTION	DWN.	CKD.	APP.

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DESIGN: CG CHECKED: CRS SCALE: AS SHOWN
 DRAWN: TMS APPROVED: DN

CITY OF WRANGELL, ALASKA
APC DOCK IMPROVEMENTS

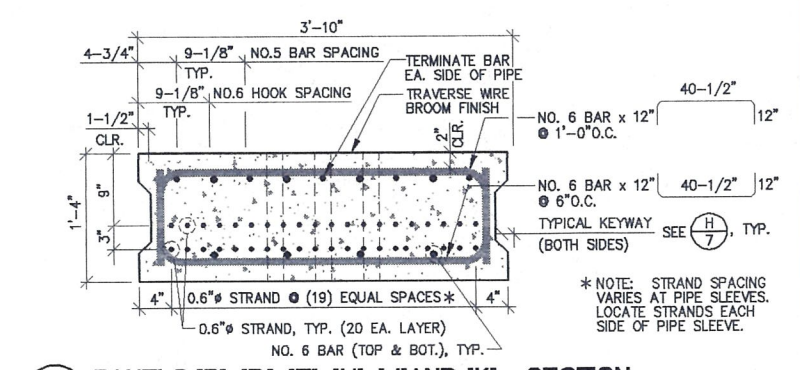
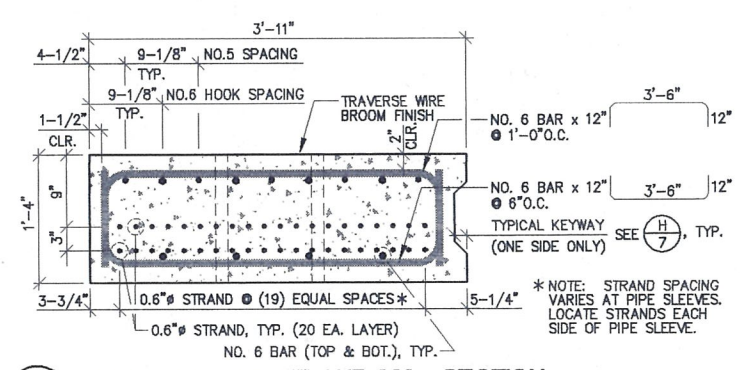
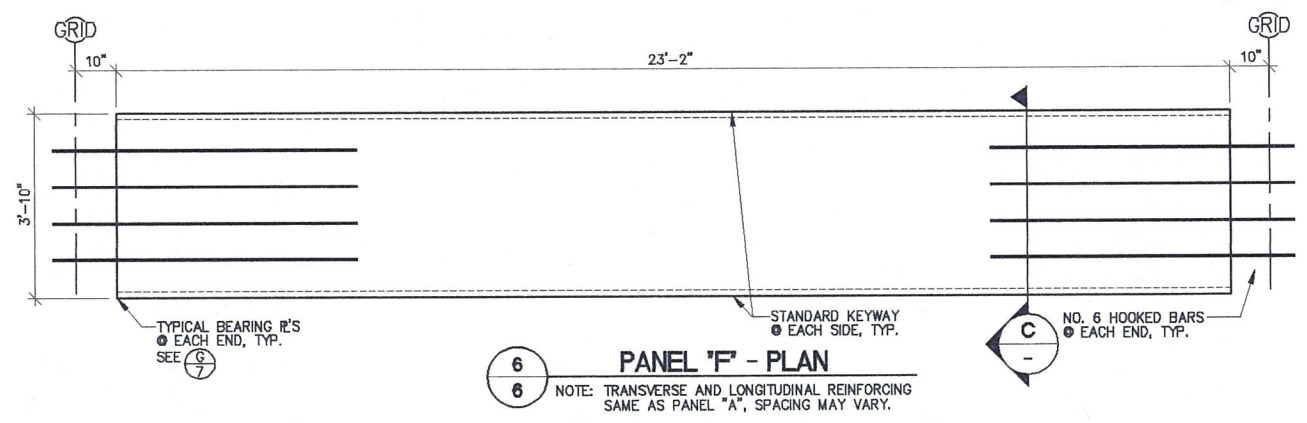
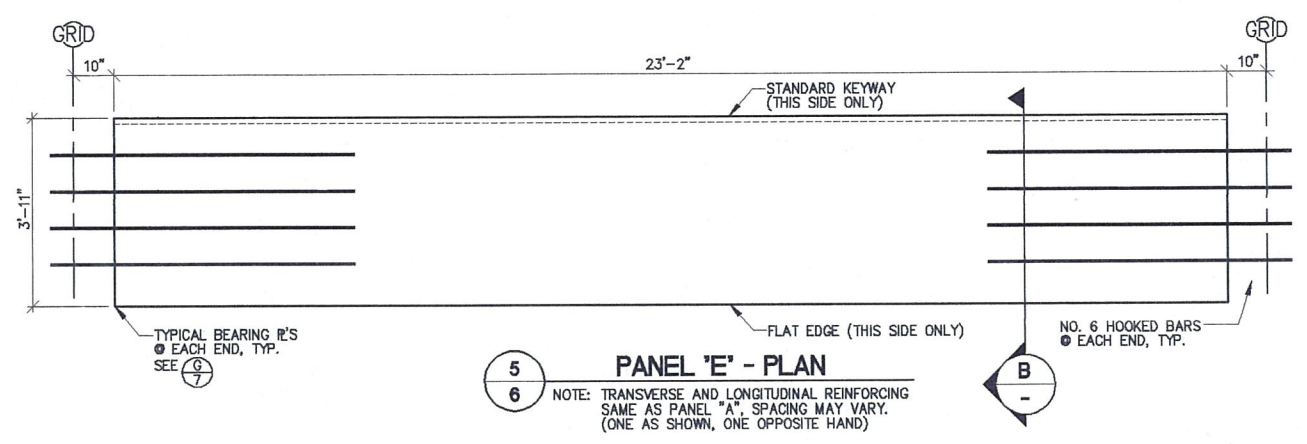
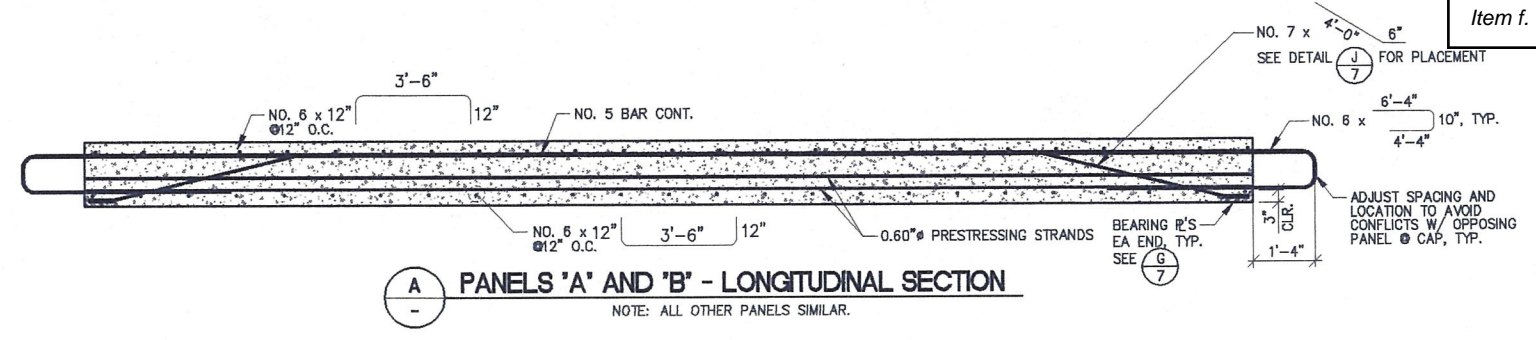
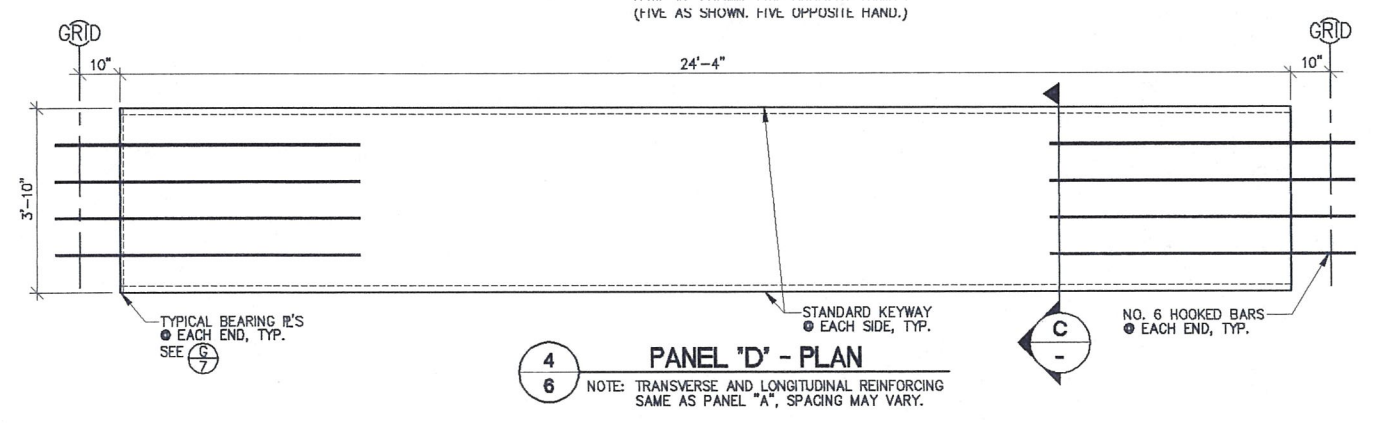
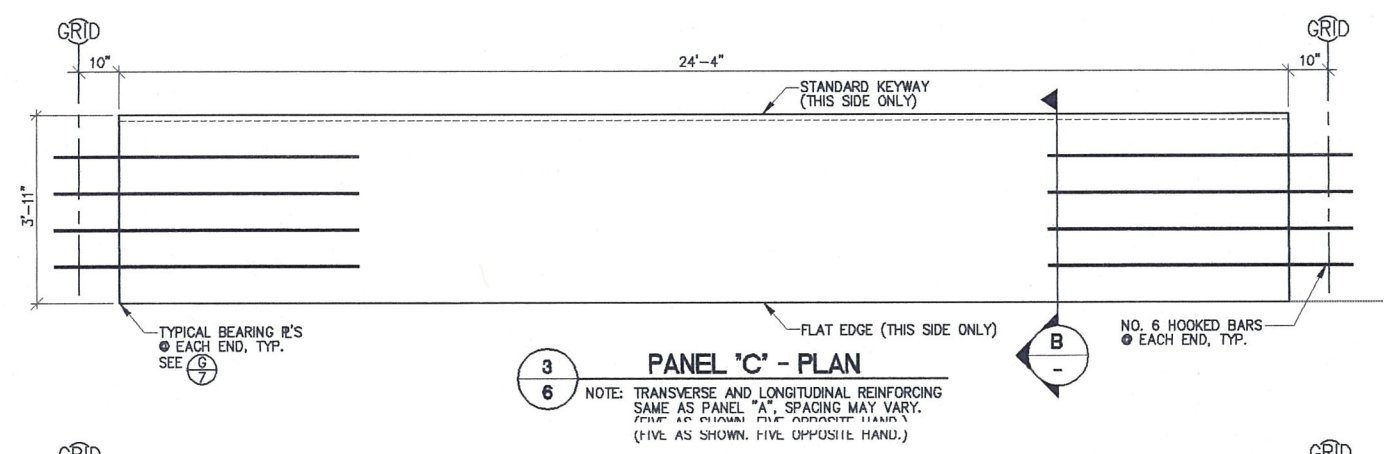
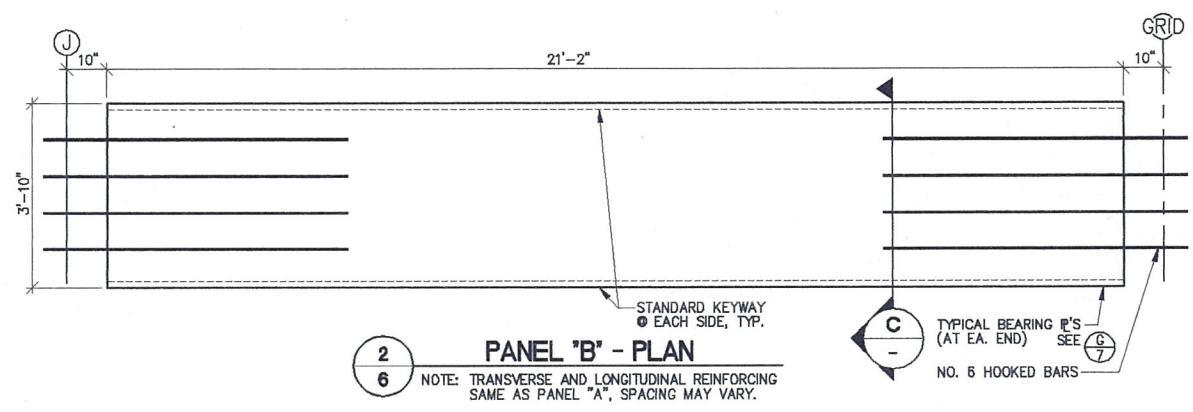
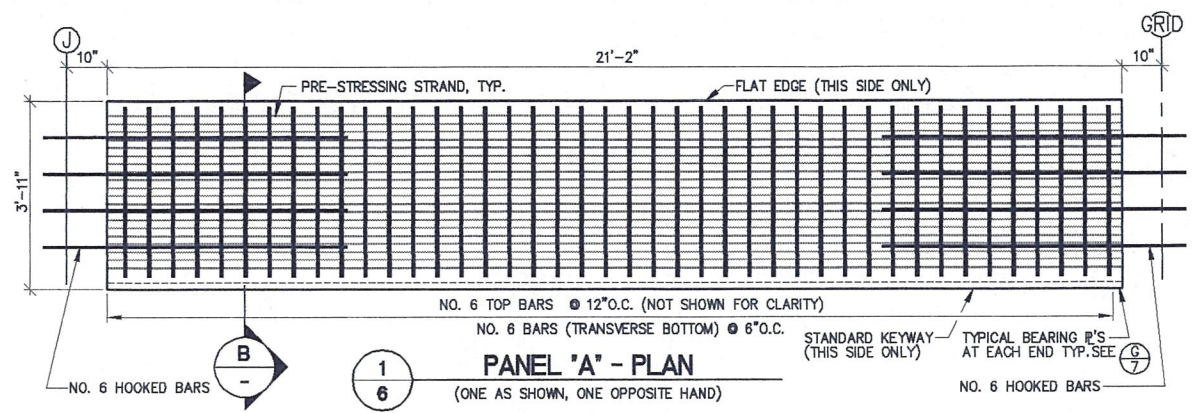
SHEET TITLE: **PILE CAPS**

DATE: JUNE 1, 1998

PN&D PROJECT NO. 97230.03 DWG. FILE: 50F10.DWG

5
SHEET 5 OF 10

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Peratovich, Nottingham & Drage, Inc.
 Engineering Consultants
 3220 Hospital Drive, Suite 200
 Juneau, Alaska 99801 (907) 588-3083

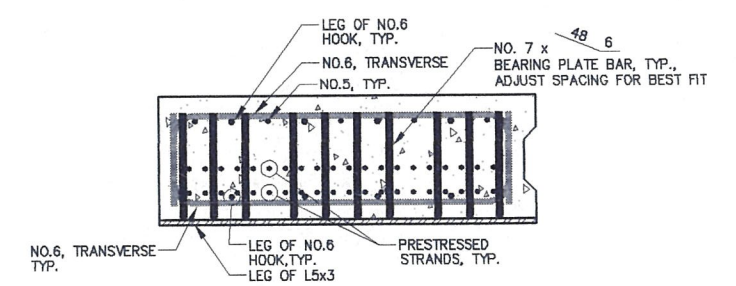
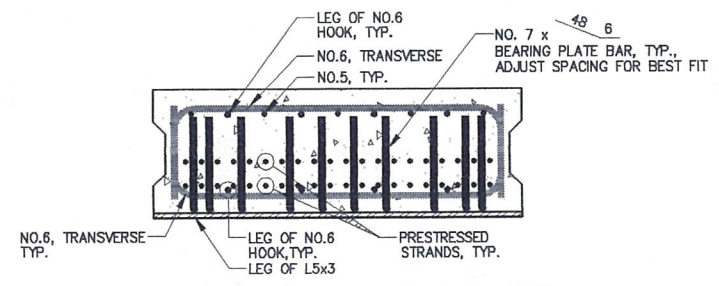
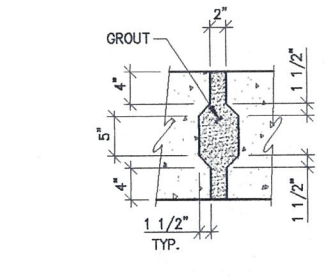
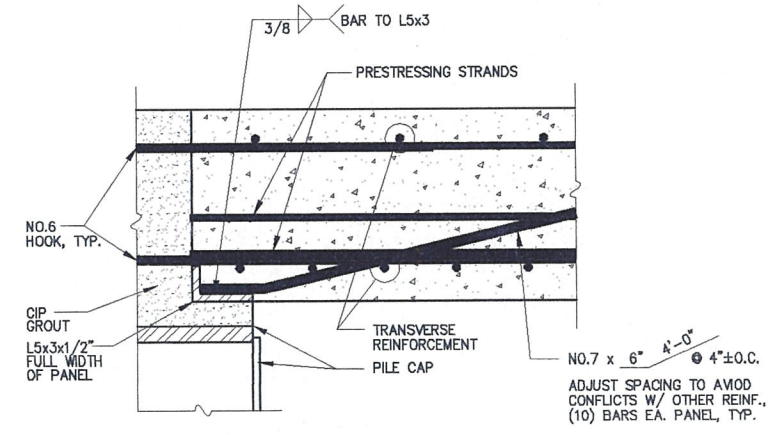
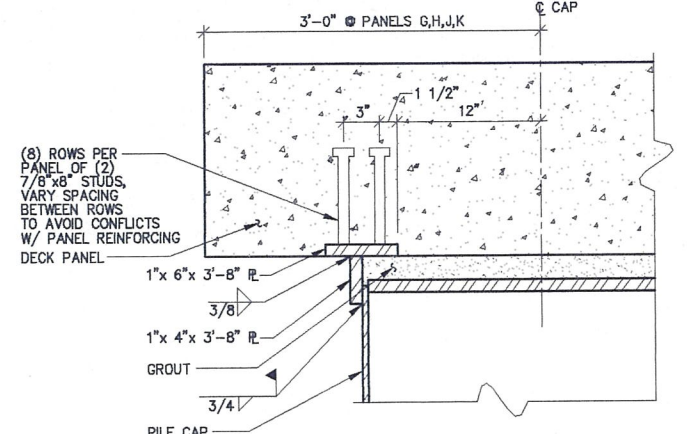
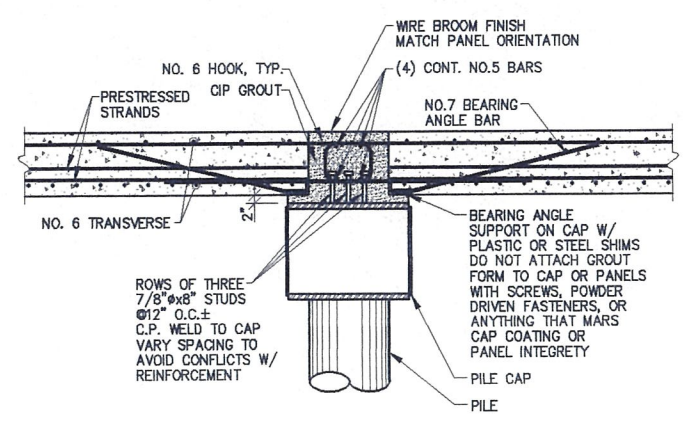
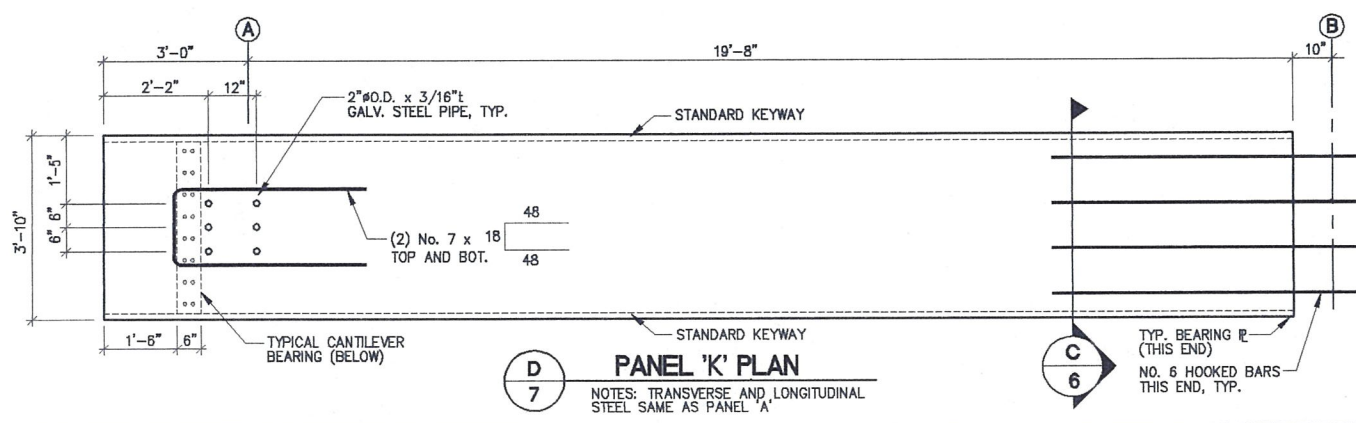
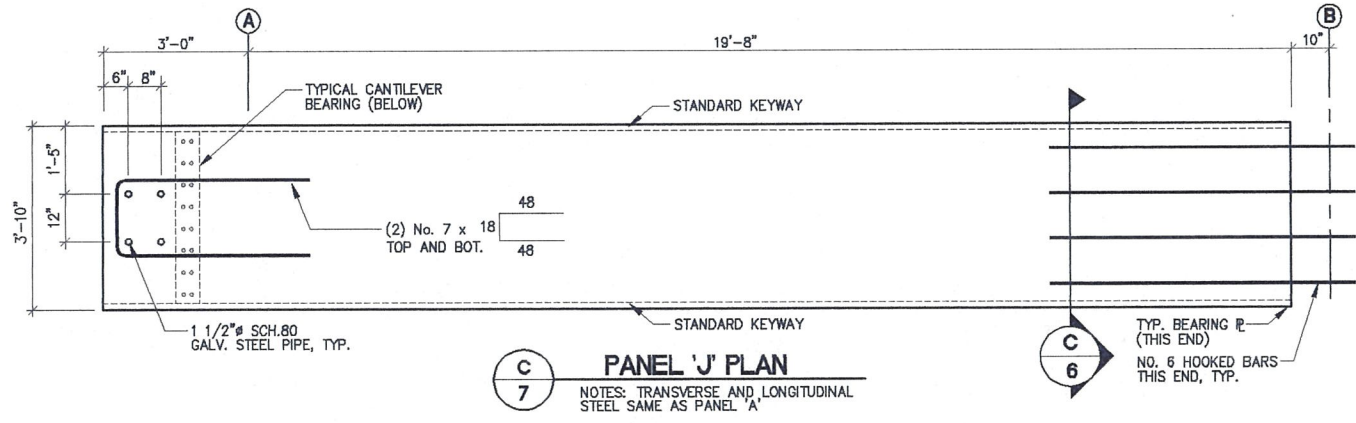
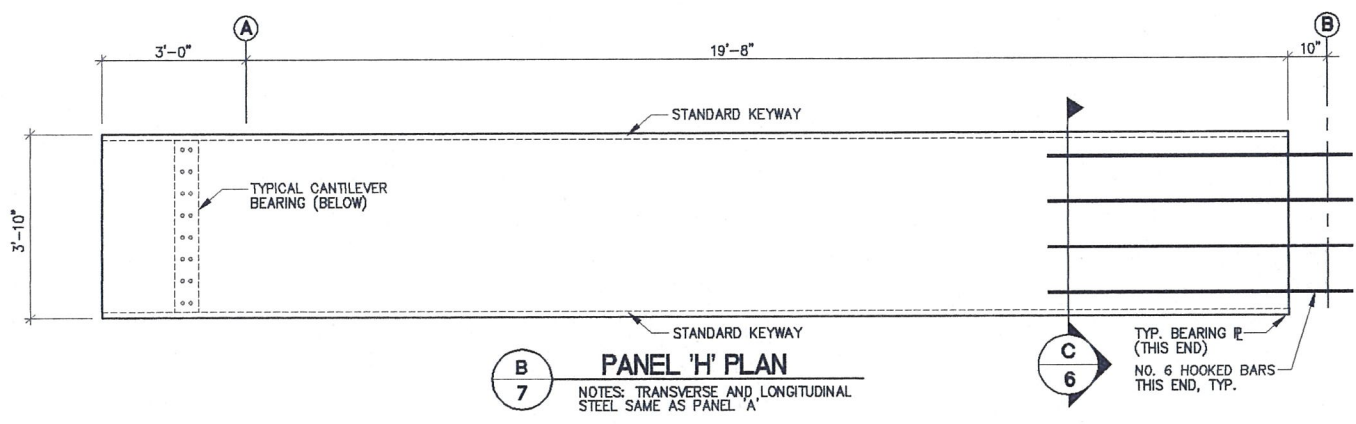
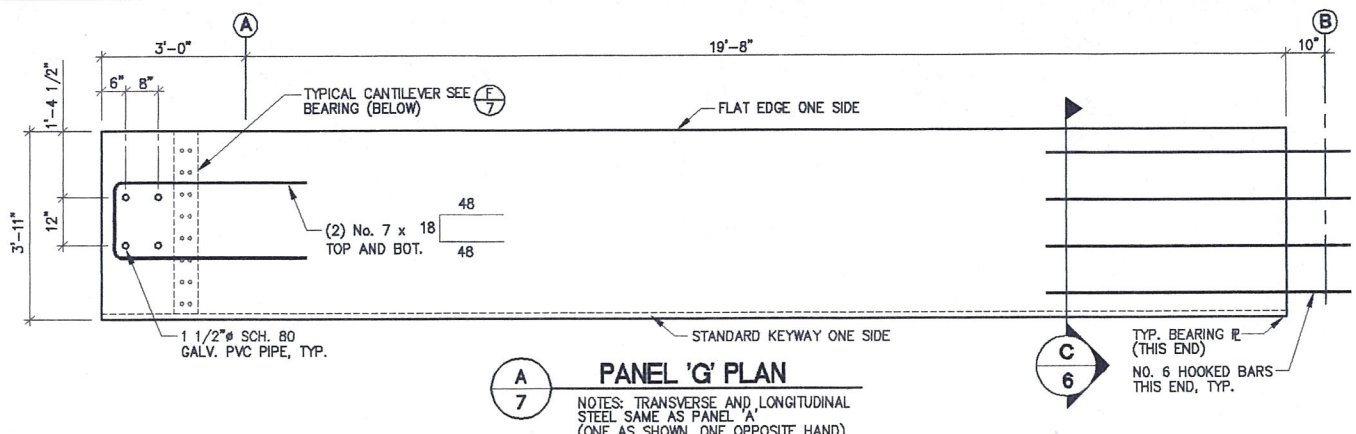
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CITY OF WRANGELL, ALASKA
APC DOCK IMPROVEMENTS

SHEET TITLE: **DECK PANELS 'A', 'B', 'C', 'D', 'E' AND 'F'**

DATE: JUNE 1, 1998
 PN&D PROJECT NO. 97230.03 DWG. FILE: 60F10.DWG

6
 SHEET 6 OF 10



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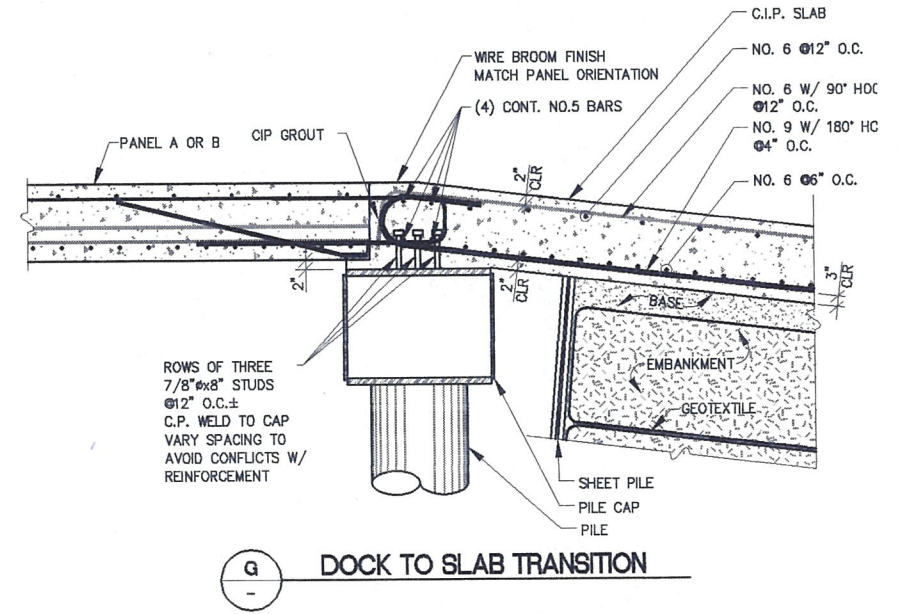
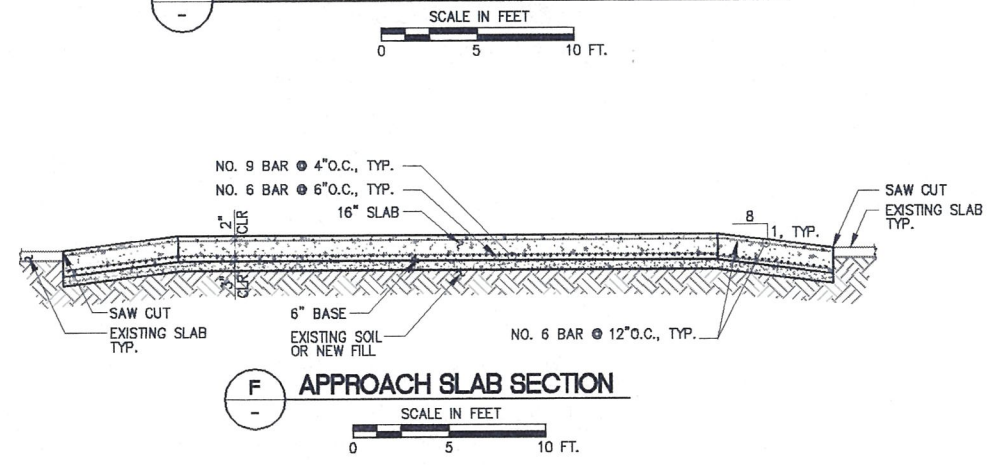
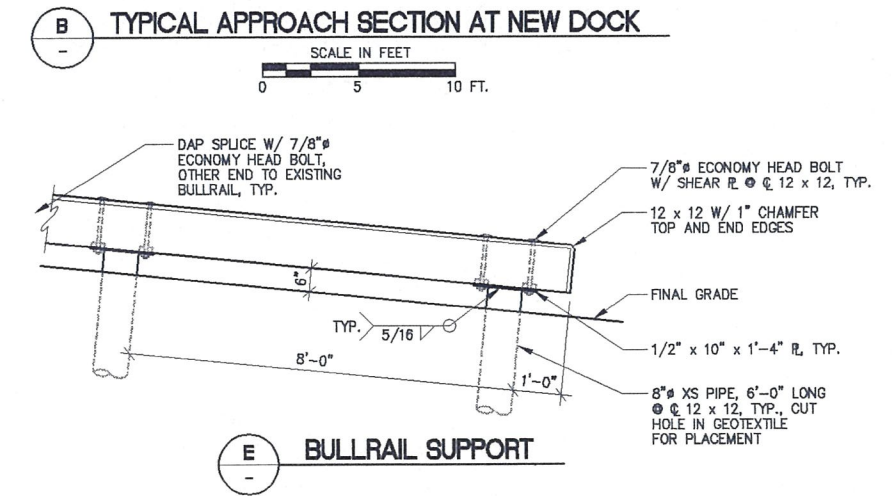
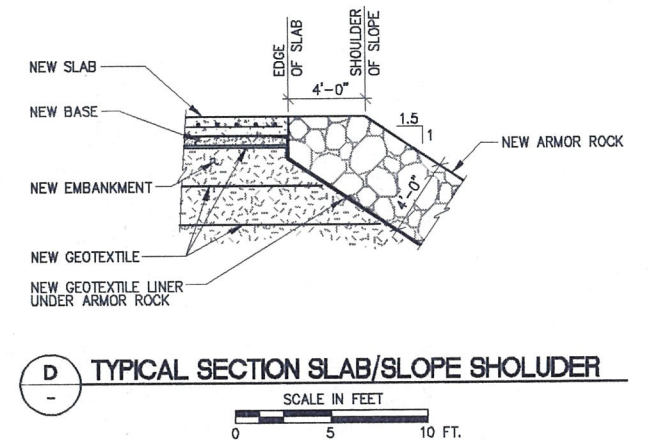
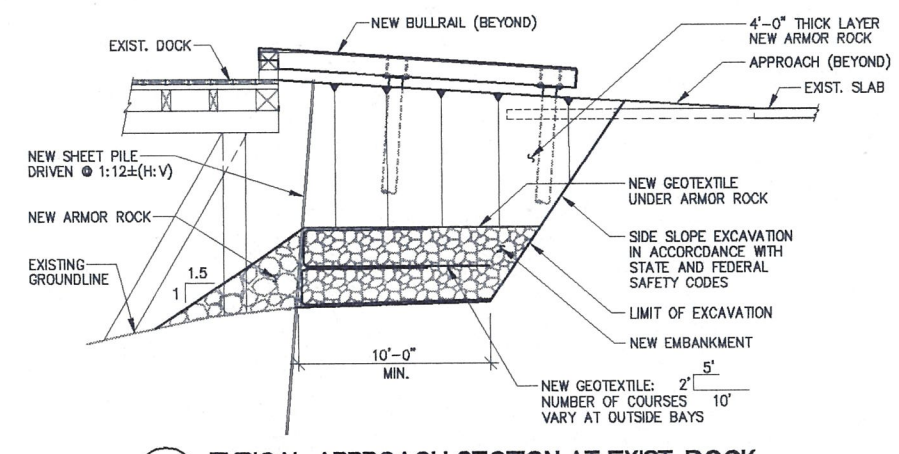
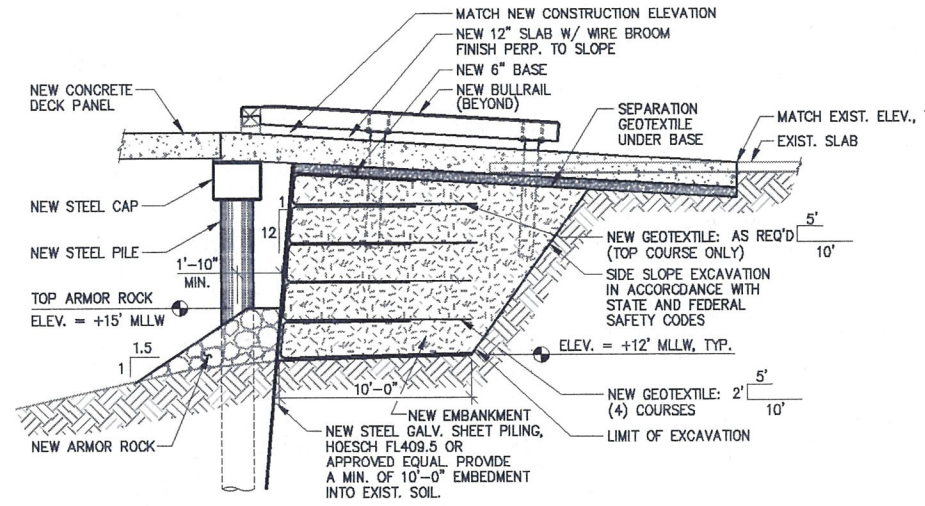
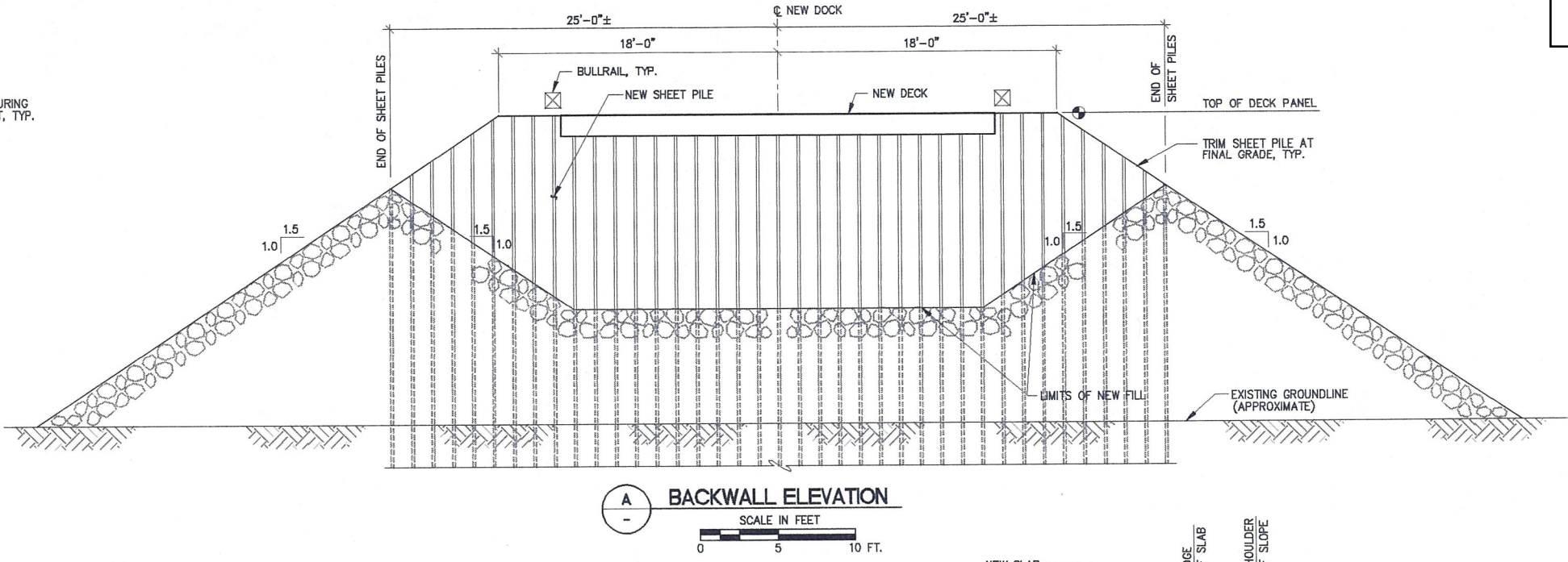
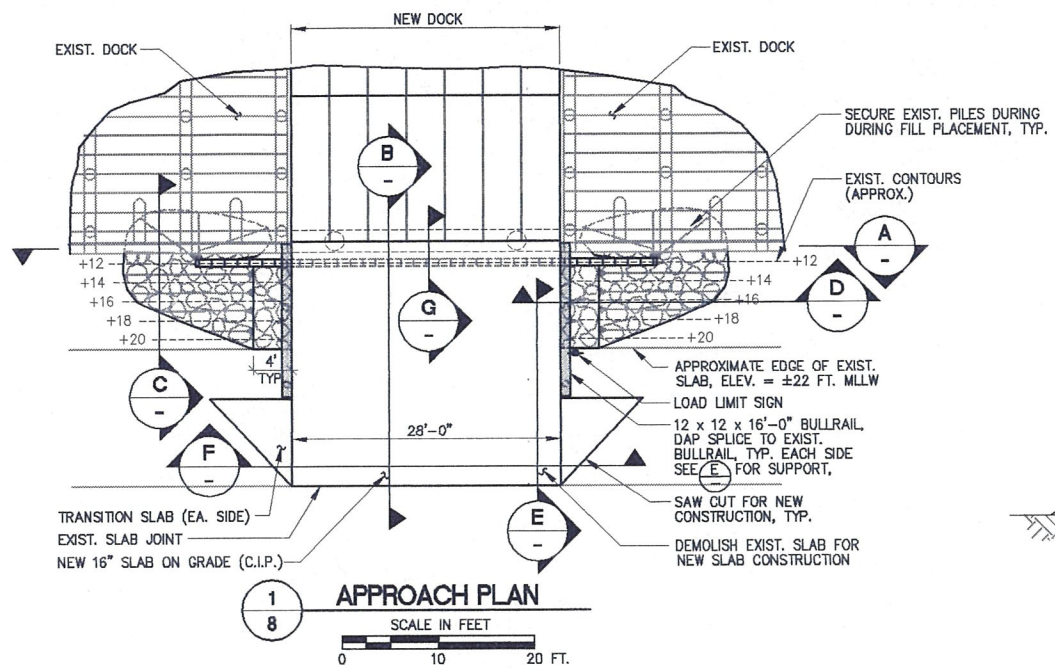
DESIGN: CG CHECKED: CRS SCALE: AS SHOWN
 DRAWN: TMS/LLR APPROVED: DN

CITY OF WRANGELL, ALASKA
APC DOCK IMPROVEMENTS

SHEET TITLE: **DECK PANELS 'G', 'H', 'J' AND 'K'**

DATE: JUNE 1, 1998
 PN&D PROJECT NO. 97230.03 DWG. FILE: 70F10.DWG

7
 SHEET 7 OF 10



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Engineering Consultants
3220 Hospital Drive, Suite 200
Juneau, Alaska 99901 (907) 588-2093

DESIGN: CG CHECKED: CRS SCALE: SCALE IN FEET
DRAWN: TMS/LLR APPROVED: DN 0 20 40 FT.

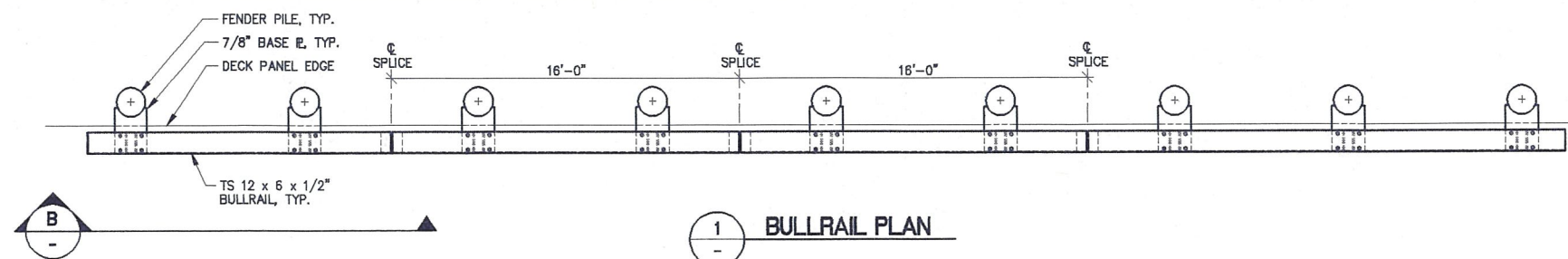
DATE: JUNE 1, 1998

CITY OF WRANGELL, ALASKA
APC DOCK IMPROVEMENTS

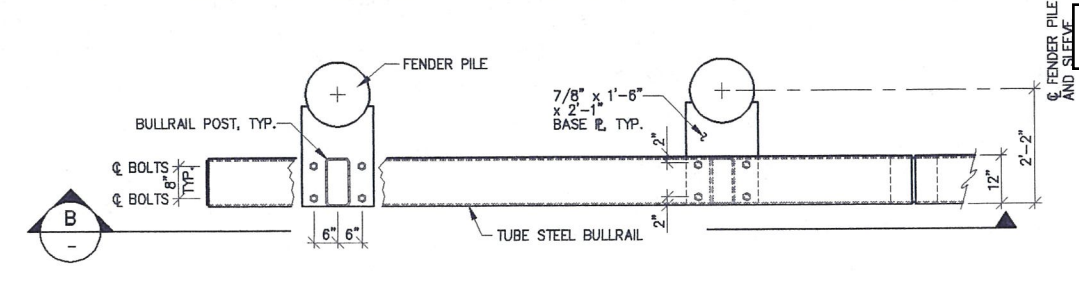
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PN&D PROJECT NO. 97230.03 DWG. FILE: 80F10.DWG

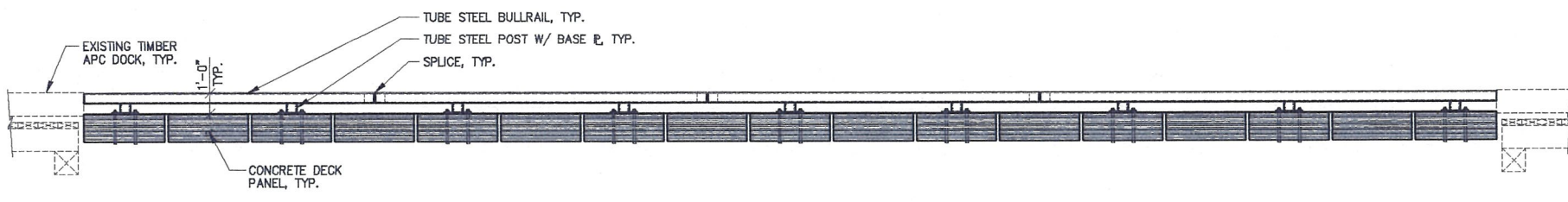
8
SHEET 8 OF 10



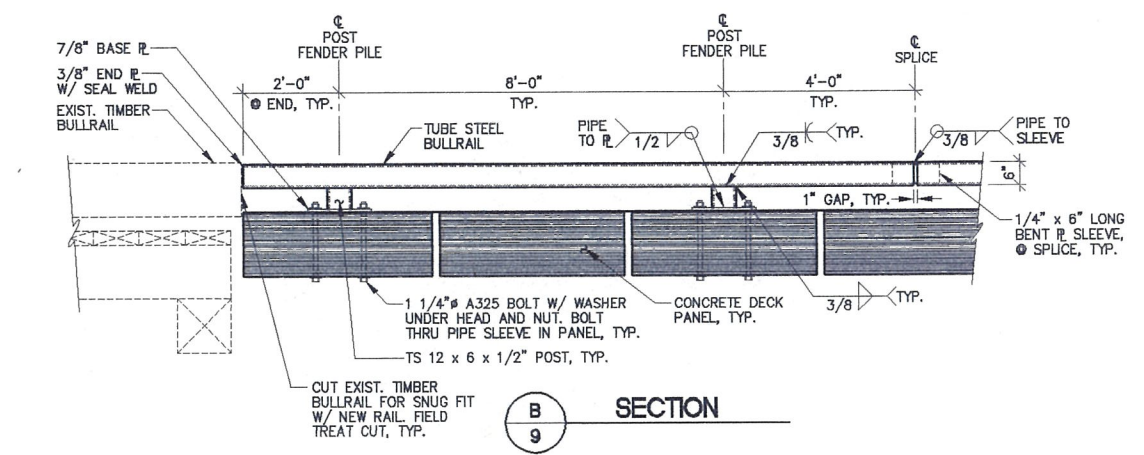
1 BULLRAIL PLAN



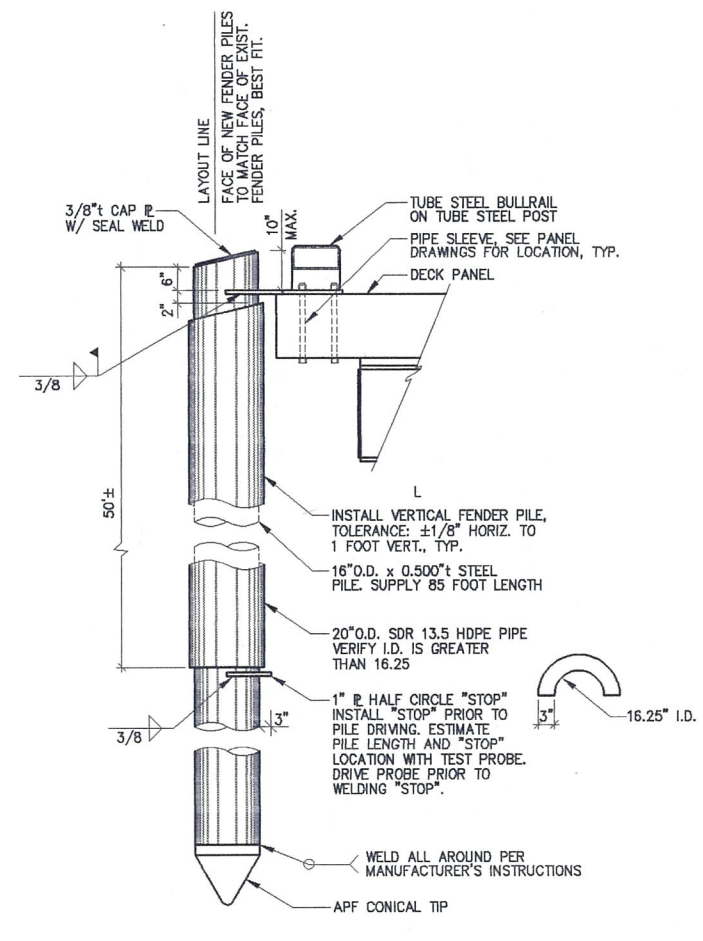
2 BULLRAIL BASE PLATE PLAN



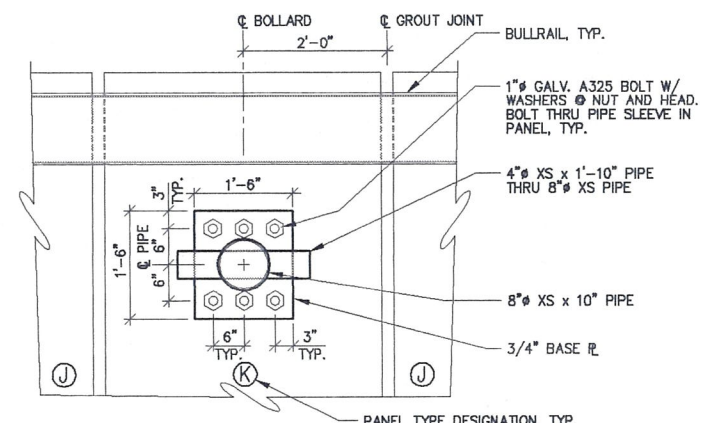
A BULLRAIL ELEVATION



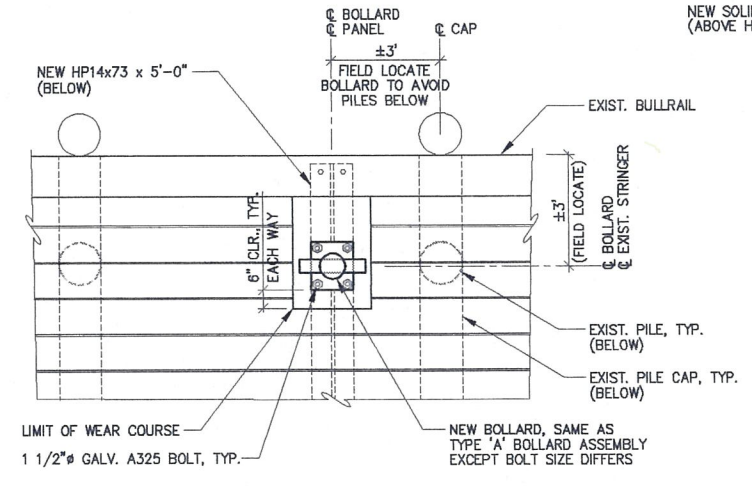
B SECTION



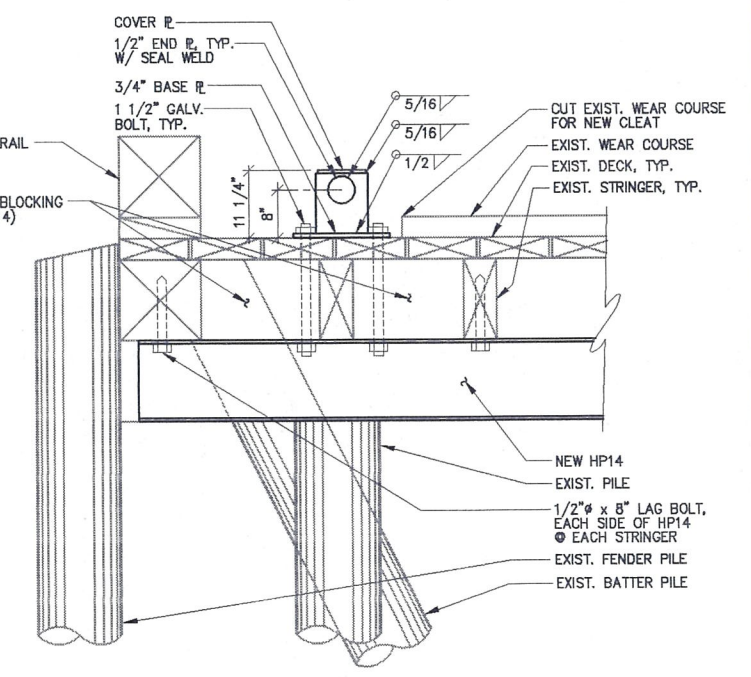
C TYPICAL FENDER PILE
NOTE: FENDER PILE TIPS ARE NOT REINFORCED WITH FINIS.



D TYPE 'A' BOLLARD - PLAN
NOTE: TYPE 'A' BOLLARD AND TYPE 'B' BOLLARD ASSEMBLY SIMILAR. ONLY ATTACHMENT TO STRUCTURE DIFFERS.



E TYPE 'B' BOLLARD - PLAN



F TYPE 'B' BOLLARD - SECTION

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3220 Hospital Drive, Suite 200
Anchorage, Alaska 99507 (907) 568-2023

DESIGN: CG CHECKED: CRS SCALE: AS SHOWN
DRAWN: TMS APPROVED: DN

CITY OF WRANGELL, ALASKA
APC DOCK IMPROVEMENTS

SHEET TITLE: **FENDER AND BULLRAIL**

DATE: JUNE 1, 1998
PN&D PROJECT NO. 97230.03 DWG. FILE: 90F10.DWG

9
SHEET 9 OF 10

GENERAL NOTES

DESIGN PARAMETERS

The following Design Codes and Standards are applicable and shall be considered part of this specification: AISC code of Standard Practice for Steel Buildings and Bridges, AWS Structural Welding Code D1.1, ACI 318 and 301, ASHTO Standard Specification for Highway Bridges, Alaska DOT/PF Standard Specifications for Highway Construction.

- Dock Live Load: 1000 PSF Uniform Load
250 Kip axle load from forklift.
- Mooring Load: 20 Kip any horizontal direction at 30 degree maximum
Incline from horizontal
- Berthing Load: 600 Foot lbs. per foot from vessel, applied perpendicular to face
- Earthquake Load: Equivalent static lateral load 0.20 * (Dead Load) any direction
- Cathodic Protection: Provided by galvanization. After 10 years inspect and provide anodes if required.

MATERIALS AND CONSTRUCTION

Structural Steel

Pile cap plate steel, miscellaneous plates shall be ASTM A36 unless otherwise noted or ASTM A572 grade 50, where specified, spray metalized or galvanized. Pipe shall be ASTM A53, grade B, Type E or S galvanized. Structural tubes shall be ASTM A500 Grade B, galvanized or spray metalized. Steel fabrication and erection shall conform to AISC Code of Standard Practice.

Steel Pipe Piles

Pipe piles shall be ASTM A252, Grade 3, with carbon equivalency not to exceed 0.45. Galvanizing is not required on the bottom 30 ft. of 24" O.D. piles. Spiral weld pipe may be used for this pile only upon engineers approval.

Bolts

Bolts shall be ASTM A325 bolts or ASTM A307 galvanized as indicated on the plans. All bolts shall be galvanized in accordance with ASTM A153. Washers shall be used in all areas where the bolt head or nut shall bear against timber or concrete or against oversized holes in steel (i.e. more than 1/16 inch larger than bolt diameter).

Steel Welding

Per current American Welding Society AWS D1.1 Code. All welders shall be qualified per AWS for the type of welding anticipated. Welds shall be spot tested by the Engineer by VT, MT, or UT and those failing shall be repaired at the Contractors expense which will include all cost for retesting.

Galvanizing

All structural steel, pile and hardware shall be galvanized per ASTM A123 or A153 after fabrication unless otherwise noted. Galvanizing damaged from shipping, handling, welding or by other means shall be repaired by spray metalizing or by stick galvanizing with zinc or aluminum alloy sticks.

Sticks to repair galvanizing shall be zinc-cadmium alloys with a melting point of 518F to 572F (such as "Red-Galv").

Stick galvanizing shall be applied with the following procedure:

1. Remove welding slag by chipping hammer and clean weld or damaged area by vigorous wire brushing.
2. Preheat the region to be repaired by means of an oxyacetylene torch or other conventional method to 600F. Alloys do not spread well at lower temperatures.
3. Wire brush surface again.
4. Apply coating by rubbing a bar of alloy over the heated surface while it is hot enough to melt the alloy.
5. Spread the molten alloy by briskly wire brushing or rubbing with flat edged strip of steel or pallet knife.
6. The minimum thickness of the alloy coating shall be 12 mils.
7. Top coat with a minimum of 3 mils DTF brush applied ZRC cold galvanizing compound while steel is warm.

Spray Metalizing

Structural steel requiring spray metalizing shall be spray metalized with aluminum or zinc per the Steel Structures Painting Council (SSPC) Guide No. 23. Minimum dry coating thickness of 6 mils is required. Metalizing damaged from shipping or handling shall be repaired in the same manner as repairs to the galvanizing.

Site Concrete

All concrete for approach slab cap shall conform to class A concrete as specified by the Alaska DOT/PF Standard Specifications and have a minimum 28 day compressive strength of 5000 psi with 4 to 6% entrained air.

Precast Concrete

Cement shall conform to ASTM C150 Type II, or Type I or III with tri-calcium aluminate content below 8%. Aggregate shall conform to ASTM C33 with maximum size of 3/4 inch. Concrete shall have a minimum 28-day compressive strength of 8,500 psi. Concrete strength at the time of prestress tendon release shall be 6,000 psi minimum. Entrained air shall be 4% to 7%. Mix design, mixing, forming, placing, curing, testing, etc. shall follow the standards set by ACI. All edges or precast concrete that will be in contact with the grout or C.I.P. concrete shall be aggressively sandblasted. Construction Tolerances shall be in accordance with Alaska DOT/PF Standard Specifications or these notes, whichever is more restrictive.

C.I.P. Grout

Shall be Master Builder Set 45 or Euclid's Eucospeed MP or approved equal, and shall be placed per manufacturer's recommendations. Deck panel keyways shall have a sandblasted surface, and be clean and dust-free, leaving a non-carbonated substrate. Mix grout with manufacturer's recommended water quantity. Do not add additional water. Grout may be extended by adding up to 30 pounds of clean sound pea gravel per 50 lb. bag of grout. Sample pea gravel shall be sent to grout manufacturer lab for inspection and approval prior to use on the project.

Keyways shall be aggressively sandblasted prior to deck panel delivery to the job. Prior to installing grout, clean the sandblasted surface free of dust and dirt using high pressure, potable water. Check adequacy of preparation with phenolphthalein or H2SO4 indicator to assure removal of carbonated substrate. Install grout to surface dry keyway. Check and seal forms for leaks.

Avoid allowing air pockets to form while placing grout. Clean all spilled grout from deck surface immediately. Always flow the grout in one direction while filling the grout. Do not introduce grout into adjacent spaces until grout is in full contact with bottom of the panel at the next pocket location. Vacuum remove any standing water encountered while grouting.

Final surfaces of grout shall be of uniform texture w/ surrounding concrete.

Reinforcing Bar

Reinforcing Bars shall conform to ASTM A767 using steel conforming to ASTM A706. Detail and place bars in accordance with ACI 318.

Prestressing Strands

ASTM A416 Seven Wire Strand, Low Relaxation Grade 270.

Shear Studs

ASTM A108, Grade 1015, welded to girder in the field per AWS, D1.1.

Timber

Coast Region Douglas Fir No. 1 or better per NorthWest Grading Rules No. 17 surfaced four sides (S4S). All timber shall be pressure treated with ACZA per AWWA C-2 to a net retention of 0.60 lbs. per cubic foot. Fabrication and drilling of timber shall be done as much as possible before treating. Field drilled holes, cuts and minor damaged areas shall be field swabbed with preservative per AWWA M-4. Galvanized malleable iron washers shall be used wherever bolt heads or nuts would otherwise bear on wood. Bolt holes shall be 1/8 inch oversized except as otherwise noted. Each piece of lumber shall be stamped with a grade mark. This stamp shall identify the grading and the certification. It shall be an indentation mark or equivalent so the mark will be legible after pressure treatment.

Signs

All signs shall be aluminum sheet with thickness of 0.080 inches. All signs shall have black lettering on yellow background. Signs shall be lettered with block style lettering as shown on the plans. Signs shall be mounted as shown on the plans with 1/4" dia. x 2" long stainless steel screws.

Armor Rock

Material shall consist of hard angular quarry stones and have a percentage of wear of not more than 50 at 500 revolution, as determined by AASHTO T96 and conforming to the following gradation. The least dimension of any stone shall not be less than 1/4 its greatest dimension.

- Maximum Rock size shall be 700 pounds
- 50% by weight shall exceed 400 pounds
- 75% by weight shall exceed 200 pounds
- Maximum of 15% by weight shall be less than 100 pounds

Armor rock shall be uniformly placed on prepared slopes to its full course thickness in one operation, proceeding up the slope from the toe. Placement by end dumping methods from the top of the slope shall not be permitted. Armor rock shall be protected at all times against erosion, wind and wave attack. The Contractor at no additional cost shall replace any lost as a result of these forces.

Armor rock shall be placed and mechanically distributed to provide a uniform mass of stones. Segregated areas consisting predominantly of larger or smaller stones shall not be accepted and shall be adjusted and redistributed by mechanical means at no additional cost to the Owner.

The Contractor shall provide a level of compact area of sufficient size to dump and sort typical loads of armor rock for inspection purposes by the Engineer. The Contractor shall assist the Engineer with equipment as required to sort and measure armor stones intended for final placement. The Engineer shall measure the stones for the purpose of determining whether the material meets the required specification. The Contractor shall provide the equipment and manpower required for the armor rock inspections at no additional cost. Final acceptance of the Armor Rock shall be after placement.

Embankment

Material shall consist of blasted angular rock free of ice, snow, overburden, organic material, debris, or any other deleterious material. Embankment shall contain less than 6% by weight of material passing the No. 200 sieve and shall have maximum particle size of 24 inches. Embankment shall be placed in uniform lifts not to exceed 24 inches in thickness. Except within 3 feet of face of fill, each lift shall be compacted by a minimum of six complete coverage passes of a 10-ton vibratory roller prior to placement of the subsequent lift. Within 3 feet of face of fill, each lift shall be compacted with a plate compactor 6 passes per lift prior to placement of subsequent lift. The embankment shall be protected at all times from erosion, wind, and wave attack. The Contractor at no additional cost shall replace any net loss of material as a result of these forces.

Geotextile

Geotextile shall be Amoco 2044 or approved equal. The geotextile shall be tagged showing the number of square yards in the roll. Field seams in the geotextile shall not be allowed. Geotextile must be provided in the minimum widths and lengths shown in the plans. During shipping, storage, and placement the geotextile shall be protected from direct sunlight, moisture, ultraviolet light, temperatures greater than 140 degrees F, mud, dirt, dust, debris and mechanical damage.

Care shall be taken to ensure that cuts or tears do not occur in the geotextile during placement and backfill. If tears or cuts occur at anytime prior to or during construction of the backwall, the section of damaged geotextile shall be removed and replaced.

Each layer of geotextile shall be completed in entirety prior to beginning the next layer. The geotextile shall be stretched out in a direction perpendicular to the wall face to ensure that no slack occurs in the geotextile prior to backfilling. Geotextile shall be taut. Geotextile shall be smooth with no bunching due to misalignment. Embankment shall be placed in such a manner that will not dislodge the geotextile from its proper alignment. Pegs, pins, or other manufacturer's recommended method in combination with the backwall face, shall be used to hold the geotextile in place until the specified cover material is placed. Separation geotextile may be placed in several pieces provided a 4 foot overlap is provided at adjoining pieces.

Base Course

All material for Base Course shall conform to D-1 material for untreated base as specified by Alaska DOT/PF Standard Specifications except that material need not meet the degradation requirements. Base Course material shall be placed and compacted to 95% Standard Proctor Density.

Pile Installation

All piles shall be driven. The Contractor shall submit a plan for pile driving. The plan shall contain hammer type and driving method for all pile types. The Contractor shall not mobilize hammers and related equipment prior to receiving written approval of the plan. The Contractor should allow one week for review of the plan by the Engineer. All pile driving methods shall meet the requirements of the permits issued for this project.

20-inch and 24-inch diameter steel pipe piles shall be driven with an impact hammer. The hammer make, model and characteristics shall be submitted to the Engineer for review and suitability. Suitability shall be determined by ram weight and energy. Hammer shall have a minimum energy rating of 80,000 ft. lbs. Any hammer that causes damage to the piles during driving operations shall be substituted with an acceptable alternate hammer at no additional expense to the Owner. Impact hammer shall be supplied with new capblock cushions, which shall be changed at the manufacturer's recommended cycle. The Contractor's driving plan shall include manufacturer's recommendations and information on hammer cushion.

Accurate placement of piles is necessary. Methods shall be included in the pile driving plan. Piles shall be placed within 1% of specified vertical alignment and within 2 inches of specified location at cutoff. Batter piles shall be placed so that their slope varies between 5 7/8" and 6 3/8" horizontal to one foot vertical, and within 2 inches of specified location at cutoff. Piles hitting obstacles, misaligned piles and piles that have not achieved minimum penetration prior to refusal shall be pulled by the Contractor with a vibratory hammer and driven at no additional cost to the owner. A vibratory hammer with the minimum requirements equivalent to a APE 100 must be available and on site during all pile driving operations.

Piles shall be supplied in the length specified on the Plans. Piles shall be driven full length to cutoff elevation unless pile refusal or required pile capacity is obtained. Pile capacity will be determined solely by the Engineer. Pile capacity for piles, as shown on the plans, are required.

All pile installation shall be conducted with the Engineer present. The Contractor shall assist the Engineer in monitoring the pile driving. The Contractor shall mark each pile with one foot increments with every five-foot increment numbered. The marks shall be visible/readable from all sides of the pile.

All steel pipe pile cutoffs on this project shall become the property of the Owner. The Contractor shall remove the pipe from the project site and shall neatly stack the pipe, as approved by the Engineer, at a location chosen by the Owner. The location will be within one mile of the project site.

Some piles may, after driving close to their specified length, be required by the Engineer to be load tested. Load testing will require the driven pile to be left undisturbed for 24 hours, then driven by single blows several inches.

Fender Pile Installation

Fender piles shall be driven with either an impact hammer or vibratory hammer as needed to obtain a minimum penetration of 30 feet below mudline. Fender piles shall be placed vertical at the location noted on the plans.

Existing Dock

The existing dock is of light timber construction. The contractor shall make all determinations of suitability for use of this dock to support construction loads and operations. Any damage due to construction operations shall be repaired at the expense of the contractor. No petroleum products may be stored the existing dock. The existing dock is used for barge freight transfer. This use must be allowed to continue throughout the construction period. The Contractor shall coordinate with barge freight companies using the dock and the harbormaster to allow use. The Contractor shall provide temporary structures or other methods to ensure use.

Staging Area

The Contractor will have the portion of the "Existing Dock" as shown on the plans as well as a one acre area within one-half mile of the project site. It will be available for the contractor for the construction period. The Contractor shall restore all staging areas to their original condition or better at the end of the construction period.

Demolition

The Contractor shall remove in their entirety the structures indicated on the plans and remove debris along the shores that will be filled as indicated on the plans. The Contractor is required to view the site to ascertain existing conditions to determine the scope of demolition work prior to bidding.

All debris from the demolition shall be removed from the project site and transported to a legal disposal area. No fill shall be placed over debris.

Surveys

All construction surveys shall be provided by the Contractor.

Submittals

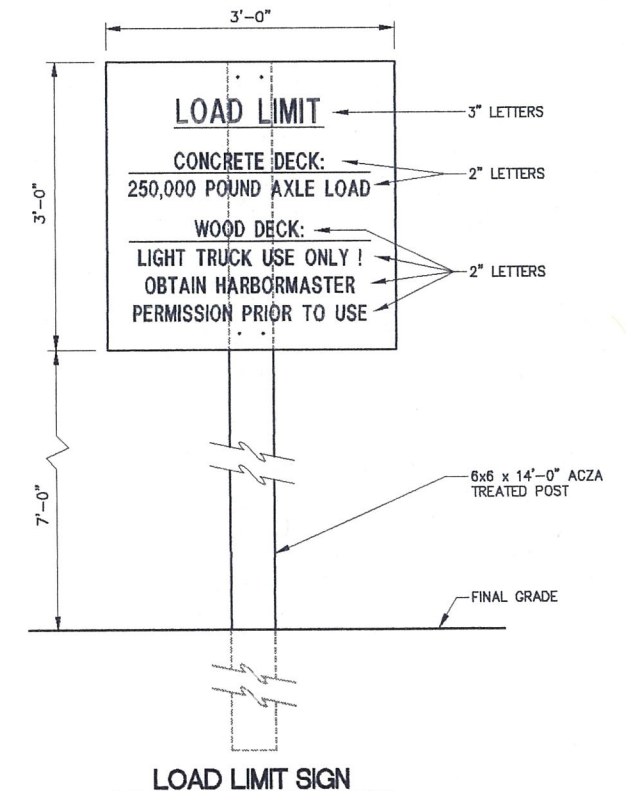
Shop drawings for all fabricated materials shall be submitted to the Engineer for written approval prior to fabrication or shipping of any item. Certifications, manufacturers data and other information for all materials, including those not specifically noted in the General Notes or shown on individual drawings, shall be submitted to the Engineer for written approval. All methods and materials shall conform to the Contract Documents, General Notes, the plans, good workmanship, generally accepted industry standards, and manufacturer's recommendations. A minimum of four sets shall be provided with each submittal. The reviewed copy will be returned and marked as required for acceptance or non-acceptance.

The following is a list of required submittals for this project. The Engineer may require additional submittals.

1. Steel certification for all steel used including chemistry, yield, and mill numbers.
2. Galvanizing Certification and/or Metalizing Certifications.
3. Galvanizing repair method and materials.
4. AWS Welding Certification for all welders utilized on the project.
5. Proposed welding procedures.
6. Steel fabrication drawings.
7. Sign shop drawings.
8. Pile driving hammers and pile driving methods/plan.
9. Batter Pile Template fabrication drawings.
10. Precast panel joint grout mix design.
11. Precast concrete mix design.
12. Precast concrete reinforcing shop drawings.
13. Reinforcing steel certification.
14. Prestressed strand certification.
15. Deck Grout Submittal: The Contractor shall, at the construction site, prepare the grout mix sample using procedures anticipated during actual grouting operations. The grout shall be cast in cylinders of the size recommended by the grout manufacturer. The cylinders must reach compression strength as demonstrated by compression testing prior to commencing grouting operations.

As-Built Records

The Contractor shall maintain an updated set of red-line as-built drawings at the project site. The as-built drawings shall include all surveyed dimensions of new work items tied horizontally and vertically to existing monumentation or prominent features. As-built drawings shall be submitted upon request to the Engineer at anytime throughout the project and upon substantial completion.



Peratrovich, Nottingham and Drage, Inc. (PN&D) is not responsible for safety programs, methods or procedures of operation, or the construction of the design shown on these drawings. Drawings are for the use of this project only and are not intended for reuse without written approval from PN&D. Drawings are also not to be used in any manner that would constitute a detriment directly or indirectly to Peratrovich, Nottingham and Drage, Inc.

REV.	DATE	DESCRIPTION	DWN.	CKD.	APP.

Peratrovich, Nottingham & Drage, Inc.
Engineering Consultants
3220 Hospital Drive, Suite 200
Juneau, Alaska 99901 (907) 588-2083

DESIGN: CG CHECKED: CRS SCALE: AS SHOWN
DRAWN: TMS/LLR APPROVED: DN

CITY OF WRANGELL, ALASKA
APC DOCK IMPROVEMENTS

SHEET TITLE: **GENERAL NOTES AND SIGNS** SHEET 10 OF 10

DATE: JUNE 1, 1998
PN&D PROJECT NO. 97230.03 DWG. FILE: 100F10.DWG

**CITY & BOROUGH OF WRANGELL, ALASKA
PORT COMMISSION AGENDA STATEMENT**

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 27, 2023
	<u>Agenda Section</u>	10

RECOMMENDATION OF THE PORT COMMISSION OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2023 BUDGET IN THE PORT AND HARBOR FUND BY TRANSFERRING FUNDS FROM HARBOR RESERVE ACCOUNT TO THE HERITAGE HARBOR ANODE PROJECT ACCOUNT IN THE AMOUNT OF \$27,770 AND AUTHORIZING ITS EXPENDITURES

<u>SUBMITTED BY:</u>
Steve Miller, Port

<u>FISCAL NOTE:</u>		
Expenditure Required: \$27,770		
FY 21:	FY 22:	FY23: \$27,770
Amount Budgeted:		
\$0		
Account Number(s):		
74300-000-999-00-74008		
Account Name(s):		
Heritage Harbor Anode Installation Project		
Unencumbered Balance(s) (prior to expenditure):		
\$3,151,398.29		

<u>Reviews/Approvals/Recommendations</u>	
<input type="checkbox"/>	Commission, Board or Committee
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. Resolution No. 03-23-1768

RECOMMENDATION MOTION:

Move to approve. AMENDING THE FY 2023 BUDGET IN THE PORT AND HARBOR FUND BY TRANSFERRING FUNDS FROM HARBOR RESERVE ACCOUNT TO THE HERITAGE HARBOR ANODE PROJECT ACCOUNT IN THE AMOUNT OF \$27,770 AND AUTHORIZING ITS EXPENDITURES

SUMMARY STATEMENT:

In April of 2023 the harbor had a diver do a survey on Heritage Harbor and Fish and game float to asses' anodes and piling conditions. Upon review of plans and information from the diver there were no anodes placed on the piling in Heritage Harbor. There was a significant difference between Fish and game float with anodes on piling and the absence of anodes on Heritage harbor piling. Fish and game anodes are still in good condition and the piling still has galvanized protection. Heritage Harbor has no anodes, and the piling has shown that the galvanized protection has begun to fail.



Fish and Game piling



Heritage Harbor



Heritage Harbor



Heritage Harbor

I have had conversations with different engineers and asked why anodes may have been left out of these projects. The answer has been the same most likely money as these projects were all done in phases and when they are done this way anodes are not a priority over completing a project. Some of these lower priced items get pulled from the project first. Luckily there is a window that engineers like to get anode protection onto piling, and we are inside of 15 years so this should protect our harbor for the next 30 years.

April 13, 2023

PND Proposal No. 23J052

Mr. Steve Miller
Port Director
City and Borough of Wrangell
PO Box 531
Wrangell, AK 99929

SUBJECT: Heritage Harbor Cathodic Protection Design – Engineering Design Scope and Fee

Mr. Miller

PND Engineers, Inc. (PND) appreciates the opportunity to provide this scope and fee proposal for Heritage Harbor Cathodic Protection Design. It is our understanding that the City and Borough of Wrangell recently completed a dive inspection of the piles in Heritage Harbor and the galvanized is at or past the its service life. You would like PND to provide design engineering services to develop bid ready documents for installation of a cathodic protection system using aluminum anodes.

Scope of Service

- Project Administration – Including contract agreements, administration, coordination and correspondence.
- 90% Complete Design Documents – Provide engineering design calculations, prepare design drawings, specifications, cost estimate, and perform internal QA/QC for all documents. Submit all documents for review to CBW.
- Review Meeting – Conduct a review meeting with CBW harbor staff for the 90% complete design documents. Incorporate review comments and revisions as needed.
- Final Bid-Ready Documents – Submit final design drawings, specifications, bid documents, and engineer estimate to CBW. Documents will be sealed by professional civil engineering registered in the State of Alaska
- Bid Phase Services – Coordinate and distribute Bid-Ready Documents to contractors, Plans Room and City website, conduct a pre-bid teleconference, address bidder questions and prepare addenda as required.

Our scope does not include any construction phase services at this time. Should CBW wish to engage PND for construction administration and inspection after selection of a Contractor, PND can provide a scope and fee for those services.

Proposed Fee and Schedule

PND proposes to provide the services outlined above on a Fixed-Fee basis for \$27,770. Please confirm we have adequately addressed your needs and expectations. PND proposes to complete the 90%

documents within 6 weeks of NTP. PND will need an additional 4 weeks after the review meeting to complete and deliver final design drawings and bid documents.

Sincerely,

PND Engineers, Inc. | Juneau Office



Matt Holm, P.E.
Senior Engineer



Dick Somerville, P.E.
Vice President

PND Engineers, Inc.
Heritage Harbor Cathodic Protection
Engineering Services Fee Proposal - April 13, 2023
PND Proposal No. 23J052



Scope of Services

	PND Senior Engineer VII	PND Senior Engineer VI	PND Senior Engineer V	PND Senior Engineer II	PND Senior Engineer I	PND Staff Engineer VI	PND Staff Engineer IV	PND Tech VI	PND Tech V	PND CAD Designer VI	Line Item Costs	Task Subtotal Costs
	\$235.00	\$220.00	\$200.00	\$165.00	\$155.00	\$160.00	\$137.50	\$157.50	\$137.50	\$137.50		
Engineering Services												
1. Project Administration - Contract agreements, administration, coordination, correspondence.	4					8			2		\$2,495	
2. Draft Design Documents - perform design calculations, prepare design drawings, specifications, bid documents, ROM estimate and perform internal QA/QC. Submit for City of Wrangell review.	4		8			40			4	40	\$14,990	
3. Review session with City of Wrangell (via teleconference); incorporate review comments and revisions as needed.	4		4			4				4	\$2,930	
4. Final Bid-Ready Documents - Submit design drawings, specifications, bid documents, and engineer estimate to City of Wrangell.	2		8			8			2	8	\$4,725	
5. Bid Management Services - Coordinate and distribute Bid-Ready Documents to targeted contractors, Plans Room and City website; conduct pre-bid conference (via teleconference), address bidder questions and prepare addenda as required.			4			8			2	2	\$2,630	\$27,770
Total Estimated Manhours	14		24			68			10	54		
Estimated Third Party & Reimbursable Expenses												
Third Party Expenses	None											
Misc. Expenses	None											
Admin Fee	10% of Third Party Expenses											
TOTAL ESTIMATED FEE (Fixed-Fee)												\$27,770

**CITY & BOROUGH OF WRANGELL, ALASKA
PORT COMMISSION AGENDA STATEMENT**

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 27, 2023
	<u>Agenda Section</u>	10

THE PORT COMMISSION OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2023 BUDGET IN THE PORT AND HARBOR FUND BY TRANSFERRING FUNDS FROM HARBOR RESERVE ACCOUNT TO THE MARINE SERVICE CENTER PIER ANODE PROJECT ACCOUNT IN THE AMOUNT OF \$22,490 AND AUTHORIZING ITS EXPENDITURES

SUBMITTED BY:

Steve Miller, Port Director

FISCAL NOTE:

Expenditure Required: \$27,770

FY 21:	FY 22:	FY23:
		\$22,490

Amount Budgeted:

\$0

Account Number(s):

74300-000-999-00-74010

Account Name(s):

MSC Anode design project

Unencumbered Balance(s) (prior to expenditure):

\$3,151,398.29

Reviews/Approvals/Recommendations

<input type="checkbox"/>	Commission, Board or Committee
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. Resolution No. 2. Engineering Design Scope and Fee

RECOMMENDATION MOTION:
Move to approve Recommendation AMENDING THE FY 2023 BUDGET IN THE PORT AND HARBOR FUND BY TRANSFERRING FUNDS FROM HARBOR RESERVE ACCOUNT TO THE MARINE SERVICE CENTER PIER ANODE PROJECT ACCOUNT IN THE AMOUNT OF \$22,490 AND AUTHORIZING ITS EXPENDITURES

SUMMARY STATEMENT:

In April of 2023 the Harbor hired PN&D engineers to do a condition assessment of the Ports Concrete Tee dock. The engineers finished this assessment early and asked if we wanted them to look at the Marine Service Center pier while they were here. Since it would save us money I had them go ahead and look at this pier. This project also did not include anodes and is 15 years old. The recommendation of the engineers is to install anodes on this pier as well. This is a project that is critical to Wrangell's marine services and vessel repair business. They recognized that there is rust at the splash zone and signs that the galvanizing is deteriorating. To protect these piers, it is critical to get anodes on in the next year to avoid a decrease in load ratings.



April 11, 2023

PND Proposal No. 23J041

Mr. Steve Miller
Port Director
City and Borough of Wrangell
PO Box 531
Wrangell, AK 99929

SUBJECT: MSC Boat Haulout Cathodic Protection Design – Engineering Design Scope and Fee

Mr. Miller

PND Engineers, Inc. (PND) appreciates the opportunity to provide this scope and fee proposal for the MSC Boat Haulout. The piles supporting the boat haulout facility were installed 16 years ago and the initial pile galvanizing has an estimated 15-year service life. Thus, it is critical to provide cathodic protection on the piles and bracing before loss of the structural steel section. It is our understanding you would like PND to provide design engineering services to develop bid ready documents for installation of cathodic protection using aluminum anodes.

Scope of Service

- Project Administration – Including contract agreements, administration, coordination and correspondence.
- 90% Complete Design Documents – Provide engineering design calculations, prepare design drawings, specifications, cost estimate, and perform internal QA/QC for all documents. Submit all documents for review to CBW.
- Review Meeting – Conduct a review meeting with CBW harbor staff for the 90% complete design documents. Incorporate review comments and revisions as needed.
- Final Bid-Ready Documents – Submit final design drawings, specifications, bid documents, and engineer estimate to CBW. Documents will be sealed by professional civil engineering registered in the State of Alaska
- Bid Phase Services – Coordinate and distribute Bid-Ready Documents to contractors, Plans Room and City website, conduct a pre-bid teleconference, address bidder questions and prepare addenda as required.

Our scope does not include any construction phase services at this time. Should CBW wish to engage PND for construction administration and inspection after selection of a Contractor, PND will provide a scope and fee for those services.

Proposed Fee and Schedule

PND proposes to provide the services outlined above on a Fixed-Fee basis for \$22,490. Please confirm we have adequately addressed your needs and expectations. PND proposes to complete the 90%

documents within 6 weeks of NTP. PND will need an additional 4 weeks after the review meeting to complete and deliver final design drawings and bid documents.

Sincerely,

PND Engineers, Inc. | Juneau Office



Matt Holm, P.E.
Senior Engineer



Dick Somerville, P.E.
Vice President

PND Engineers, Inc.
MSC Boat Haulout Cathodic Protection
Engineering Services Fee Proposal - April 11, 2023
PND Proposal No. 23J041



Scope of Services

	PND Senior Engineer VII	PND Senior Engineer VI	PND Senior Engineer V	PND Senior Engineer II	PND Senior Engineer I	PND Staff Engineer VI	PND Staff Engineer IV	PND Tech VI	PND Tech V	PND CAD Designer VI	Line Item Costs	Task Subtotal Costs
	\$235.00	\$220.00	\$200.00	\$165.00	\$155.00	\$160.00	\$137.50	\$157.50	\$137.50	\$137.50		
Engineering Services												
1. Project Administration - Contract agreements, administration, coordination, correspondence.	4		8						2		\$2,815	
2. Draft Design Documents - perform design calculations, prepare design drawings, specifications, bid documents, ROM estimate and perform internal QA/QC. Submit for City of Wrangell review.	4		24						8	40	\$12,340	
3. Review session with City of Wrangell (via teleconference); incorporate review comments and revisions as needed.			4								\$800	
4. Final Bid-Ready Documents - Submit design drawings, specifications, bid documents, and engineer estimate to City of Wrangell.	4		6						2	8	\$3,515	
5. Bid Management Services - Coordinate and distribute Bid-Ready Documents to targeted contractors, Plans Room and City website; conduct pre-bid conference (via teleconference), address bidder questions and prepare addenda as required.	2		10						2	2	\$3,020	\$22,490
Total Estimated Manhours	14		52						14	50		
Estimated Third Party & Reimbursable Expenses												
Third Party Expenses	None											
Misc. Expenses	None											
Admin Fee	10% of Third Party Expenses											
TOTAL ESTIMATED FEE (Fixed-Fee)												\$22,490

**CITY & BOROUGH OF WRANGELL, ALASKA
PORT COMMISSION AGENDA STATEMENT**

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 27, 2023
	<u>Agenda Section</u>	10

RECOMEDATION OF THE PORT COMMISSION OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2023 BUDGET IN THE PORT AND HARBOR FUND BY TRANSFERRING FUNDS FROM HARBOR RESERVE ACCOUNT TO THE MARINE SERVICE CENTER PIER ANODE PROJECT ACCOUNT IN THE AMOUNT OF \$22,490 AND AUTHORIZING ITS EXPENDITURES

SUBMITTED BY:

Steve Miller, Port Director

FISCAL NOTE:

Expenditure Required: \$27,770

FY 21:	FY 22:	FY23:
		\$22,490

Amount Budgeted:

\$0

Account Number(s):

74300-000-999-00-74010

Account Name(s):

MSC Anode design project

Unencumbered Balance(s) (prior to expenditure):

\$3,151,398.29

Reviews/Approvals/Recommendations

<input type="checkbox"/>	Commission, Board or Committee
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

ATTACHMENTS: 1. Resolution No. 2. Engineering Design Scope and Fee

RECOMMENDATION MOTION:
Move to approve Recommendation AMENDING THE FY 2023 BUDGET IN THE PORT AND HARBOR FUND BY TRANSFERRING FUNDS FROM HARBOR RESERVE ACCOUNT TO THE MARINE SERVICE CENTER PIER ANODE PROJECT ACCOUNT IN THE AMOUNT OF \$22,490 AND AUTHORIZING ITS EXPENDITURES

SUMMARY STATEMENT:

In April of 2023 the Harbor hired PN&D engineers to do a condition assessment of the Ports Concrete Tee dock. The engineers finished this assessment early and asked if we wanted them to look at the Marine Service Center pier while they were here. Since it would save us money I had them go ahead and look at this pier. This project also did not include anodes and is 15 years old. The recommendation of the engineers is to install anodes on this pier as well. This is a project that is critical to Wrangell's marine services and vessel repair business. They recognized that there is rust at the splash zone and signs that the galvanizing is deteriorating. To protect these piers, it is critical to get anodes on in the next year to avoid a decrease in load ratings.



April 11, 2023

PND Proposal No. 23J041

Mr. Steve Miller
Port Director
City and Borough of Wrangell
PO Box 531
Wrangell, AK 99929

SUBJECT: MSC Boat Haulout Cathodic Protection Design – Engineering Design Scope and Fee

Mr. Miller

PND Engineers, Inc. (PND) appreciates the opportunity to provide this scope and fee proposal for the MSC Boat Haulout. The piles supporting the boat haulout facility were installed 16 years ago and the initial pile galvanizing has an estimated 15-year service life. Thus, it is critical to provide cathodic protection on the piles and bracing before loss of the structural steel section. It is our understanding you would like PND to provide design engineering services to develop bid ready documents for installation of cathodic protection using aluminum anodes.

Scope of Service

- Project Administration – Including contract agreements, administration, coordination and correspondence.
- 90% Complete Design Documents – Provide engineering design calculations, prepare design drawings, specifications, cost estimate, and perform internal QA/QC for all documents. Submit all documents for review to CBW.
- Review Meeting – Conduct a review meeting with CBW harbor staff for the 90% complete design documents. Incorporate review comments and revisions as needed.
- Final Bid-Ready Documents – Submit final design drawings, specifications, bid documents, and engineer estimate to CBW. Documents will be sealed by professional civil engineering registered in the State of Alaska
- Bid Phase Services – Coordinate and distribute Bid-Ready Documents to contractors, Plans Room and City website, conduct a pre-bid teleconference, address bidder questions and prepare addenda as required.

Our scope does not include any construction phase services at this time. Should CBW wish to engage PND for construction administration and inspection after selection of a Contractor, PND will provide a scope and fee for those services.

Proposed Fee and Schedule

PND proposes to provide the services outlined above on a Fixed-Fee basis for \$22,490. Please confirm we have adequately addressed your needs and expectations. PND proposes to complete the 90%

documents within 6 weeks of NTP. PND will need an additional 4 weeks after the review meeting to complete and deliver final design drawings and bid documents.

Sincerely,

PND Engineers, Inc. | Juneau Office



Matt Holm, P.E.
Senior Engineer



Dick Somerville, P.E.
Vice President

PND Engineers, Inc.
MSC Boat Haulout Cathodic Protection
Engineering Services Fee Proposal - April 11, 2023
PND Proposal No. 23J041



Scope of Services

	PND Senior Engineer VII	PND Senior Engineer VI	PND Senior Engineer V	PND Senior Engineer II	PND Senior Engineer I	PND Staff Engineer VI	PND Staff Engineer IV	PND Tech VI	PND Tech V	PND CAD Designer VI	Line Item Costs	Task Subtotal Costs
	\$235.00	\$220.00	\$200.00	\$165.00	\$155.00	\$160.00	\$137.50	\$157.50	\$137.50	\$137.50		
Engineering Services												
1. Project Administration - Contract agreements, administration, coordination, correspondence.	4		8						2		\$2,815	
2. Draft Design Documents - perform design calculations, prepare design drawings, specifications, bid documents, ROM estimate and perform internal QA/QC. Submit for City of Wrangell review.	4		24						8	40	\$12,340	
3. Review session with City of Wrangell (via teleconference); incorporate review comments and revisions as needed.			4								\$800	
4. Final Bid-Ready Documents - Submit design drawings, specifications, bid documents, and engineer estimate to City of Wrangell.	4		6						2	8	\$3,515	
5. Bid Management Services - Coordinate and distribute Bid-Ready Documents to targeted contractors, Plans Room and City website; conduct pre-bid conference (via teleconference), address bidder questions and prepare addenda as required.	2		10						2	2	\$3,020	\$22,490
Total Estimated Manhours	14		52						14	50		
Estimated Third Party & Reimbursable Expenses												
Third Party Expenses	None											
Misc. Expenses	None											
Admin Fee	10% of Third Party Expenses											
TOTAL ESTIMATED FEE (Fixed-Fee)												\$22,490

**CITY & BOROUGH OF WRANGELL, ALASKA
PORT COMMISSION AGENDA STATEMENT**

<u>AGENDA ITEM TITLE:</u>	<u>DATE:</u>	April 27th, 2023
	<u>Agenda Section</u>	10

RECOMENDATION OF THE PORT COMMISSION OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2023 BUDGET IN THE PORT AND HARBOR FUND BY TRANSFERRING FUNDS FROM HARBOR RESERVE ACCOUNT TO THE T-DOCK ANODE INSTALLATION PROJECT ACCOUNT IN THE AMOUNT OF \$17,340 AND AUTHORIZING ITS EXPENDITURES

SUBMITTED BY:

Steve Miller, Port Director

<u>FISCAL NOTE:</u>		
Expenditure Required: \$27,770		
FY 21:	FY 22:	FY23: \$17,340
Amount Budgeted:		
\$0		
Account Number(s):		
74300-000-999-00-74009		
Account Name(s):		
CONCRETE T-DOCK Anode Installation Project		
Unencumbered Balance(s) (prior to expenditure):		
\$3,151,398.29		

<u>Reviews/Approvals/Recommendations</u>	
<input type="checkbox"/>	Commission, Board or Committee
Name(s)	
Name(s)	
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Insurance

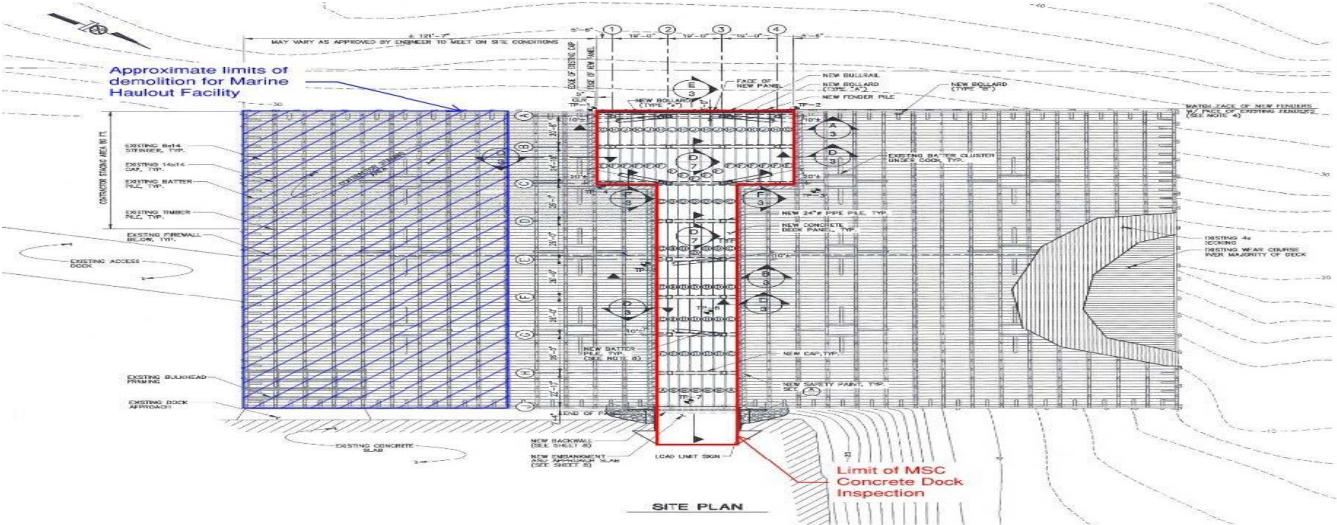
ATTACHMENTS: 1. Resolution No. 2.Engineering Design Scope and Fee

RECOMMENDATION MOTION:

Move to approve RECOMENDATION AMENDING THE FY 2023 BUDGET IN THE PORT AND HARBOR FUND BY TRANSFERRING FUNDS FROM HARBOR RESERVE ACCOUNT TO THE T-DOCK ANODE INSTALLATION PROJECT ACCOUNT IN THE AMOUNT OF \$17,340 AND AUTHORIZING ITS EXPENDITURES

SUMMARY STATEMENT:

In April of 2023 the Harbor Hired PN&D engineers to do a condition assessment of the Ports Concrete Tee dock. This dock was built in 1998 without anode protection. The dock was built to accommodate side loading of barges such as the AML main line that transports Trident seafoods fish. This dock is also an alternative to the end load barge ramp currently used by Samson Barge lines. The concrete Tee dock is part of the critical infrastructure for moving goods in and out of the community of Wrangell. This dock needs cathodic protection and some paint restoration to preserve current working loads





April 11, 2023

PND Proposal No. 23J040

Mr. Steve Miller
Port Director
City and Borough of Wrangell
PO Box 531
Wrangell, AK 99929

SUBJECT: MSC Concrete Tee Dock Cathodic Protection Design – Engineering Design Scope and Fee

Mr. Miller

PND Engineers, Inc. (PND) appreciates the opportunity to provide this scope and fee proposal for the MSC Concrete Tee Dock. PND recently performed a condition assessment of the facility and observed that the galvanized coating on the piles has exceeded its service life and is no longer present to provide cathodic protection for the piles. It is our understanding you would like PND to provide design engineering services to develop bid ready documents for installation of cathodic protection systems using aluminum anodes.

Scope of Service

- Project Administration – Including contract agreements, administration, coordination and correspondence.
- 90% Complete Design Documents – Provide engineering design calculations, prepare design drawings, specifications, cost estimate, and perform internal QA/QC for all documents. Submit all documents for review to CBW.
- Review Meeting – Conduct a review meeting with CBW harbor staff for the 90% complete design documents. Incorporate review comments and revisions as needed.
- Final Bid-Ready Documents – Submit final design drawings, specifications, bid documents, and engineer estimate to CBW. Documents will be sealed by professional civil engineering registered in the State of Alaska
- Bid Phase Services – Coordinate and distribute Bid-Ready Documents to contractors, Plans Room and City website, conduct a pre-bid teleconference, address bidder questions and prepare addenda as required.

Our scope does not include any construction phase services at this time. Should CBW wish to engage PND for construction administration and inspection after selection of a Contractor, PND can provide a scope and fee for those services.

Proposed Fee and Schedule

PND proposes to provide the services outlined above on a Fixed-Fee basis for \$17,340. Please confirm we have adequately addressed your needs and expectations. PND proposes to complete the 90%

documents within 6 weeks of NTP. PND will need an additional 4 weeks after the review meeting to complete and deliver final design drawings and bid documents.

Sincerely,

PND Engineers, Inc. | Juneau Office



Matt Holm, P.E.
Senior Engineer



Dick Somerville, P.E.
Vice President

PND Engineers, Inc.
MSC Concrete Tee Dock Cathodic Protection
Engineering Services Fee Proposal - April 11, 2023
PND Proposal No. 23J040



Scope of Services

PND Senior Engineer VII	PND Senior Engineer VI	PND Senior Engineer V	PND Senior Engineer II	PND Senior Engineer I	PND Staff Engineer VI	PND Staff Engineer IV	PND Tech VI	PND Tech V	PND CAD Designer VI	Line Item Costs	Task Subtotal Costs
\$235.00	\$220.00	\$200.00	\$165.00	\$155.00	\$160.00	\$137.50	\$157.50	\$137.50	\$137.50		

Engineering Services												
1. Project Administration - Contract agreements, administration, coordination, correspondence.	4		4						2		\$2,015	
2. Draft Design Documents - perform design calculations, prepare design drawings, specifications, bid documents, ROM estimate and perform internal QA/QC. Submit for City of Wrangell review.	4		20					4		24	\$8,790	
3. Review session with City of Wrangell (via teleconference); incorporate review comments and revisions as needed.			4								\$800	
4. Final Bid-Ready Documents - Submit design drawings, specifications, bid documents, and engineer estimate to City of Wrangell.	4		4					2		8	\$3,115	
5. Bid Management Services - Coordinate and distribute Bid-Ready Documents to targeted contractors, Plans Room and City website; conduct pre-bid conference (via teleconference), address bidder questions and prepare addenda as required.	2		8					2		2	\$2,620	\$17,340
Total Estimated Manhours	14		40					10		34		

Estimated Third Party & Reimbursable Expenses

Third Party Expenses	None	
Misc. Expenses	None	
Admin Fee	10% of Third Party Expenses	

TOTAL ESTIMATED FEE (Fixed-Fee) **\$17,340**