

**KODIAK CITY COUNCIL**

**WORK SESSION AGENDA**

**Tuesday, November 6, 2012**

**Kodiak Island Borough Conference Room**

**7:30 p.m.**

*Work sessions are informal meetings of the City Council where Councilmembers review the upcoming regular meeting agenda packet and seek or receive information from staff. Although additional items not listed on the work session agenda are sometimes discussed when introduced by the Mayor, Council, or staff, no formal action is taken at work sessions and items that require formal Council action are placed on a regular Council meeting agenda. Public comments at work sessions are NOT considered part of the official record. Public comments intended for the "official record" should be made at a regular City Council meeting.*

**Discussion Items**

1. Public Comments (limited to 3 minutes)
2. KPLA Project Update
3. Update on DOT Agreement for Bike Path Project .....1
4. Update From the Chamber of Commerce Economic Development Specialist
5. Composting/Biosolids Project Update
6. Pier III Project Manager Discussion .....10
7. Discussion of Lease Adjacent to Saint Paul Harbor Breakwater
8. Setting the Date for the Planning Work Session
9. November 8, 2012, Agenda Packet Review

**To Be Scheduled**

1. Discussion About Teleconferenced Work Sessions

**From:** Kniaziowski, Aimee  
**Sent:** Wednesday, October 24, 2012 9:26 AM  
**To:** Joselyn Biloon (Joselyn.biloon@alaska.gov); Post, David E (DOT)  
**Subject:** Kodiak Bike Path Questions

Joselyn & David,

The Council had their discussion on the Kodiak bike path project and reviewed the draft MOA. These are the questions they have that they want to be answered before if they will decide to move forward.

- 1.) What date will the MAP-21 rules go into effect and be implemented? Will the new rules & regulations affect this project if the City decides to move forward? We need a specific timeline so we will know how much time we will have to decide on the project.
- 2.) Can you confirm that once the City signs the MOA, we are committed to the project and our share of the funding? Is this true even though the total cost is unknown at this time and, if the cost increases and redesign isn't possible, we would still be required to match the required share of the funds whether they come through another legislative grant or through a direct City appropriation? Can you also clarify that, only if the project cost exceeds \$5.15 million that DOT may, at its discretion, rescope the project (Last sentence in Section 2 of the MOA)?
- 3.) When and how will DOT be able to identify the cost of the project? As we discussed, Council is concerned about signing the MOA with an undefined project cost. Based on our meeting yesterday, I understand that the project cost are refined once design starts which happens after the City signs the MOA. Please clarify or confirm.
- 4.) Can the project be rescope or redesigned to construct the path in a more cost-effective way at this point in time? For example, can the design start at Pier 3 and go out to Deadman's Curve rather than the entire length to avoid the difficult terrain between Piers 2 and 3? There was one person who spoke in opposition to the project who said, no matter whose money was used, the bike path cost per linear foot would be far higher than what they would be willing to spend in their personal lives.
- 5.) When we met yesterday you mentioned that the City might be able to outsource some of the maintenance, which we estimate could cost about \$30k/yr based on the MOA details. Can you verify that the City would be required to maintain the bike path to State DOT&PF standards? What types of maintenance tasks identified in 23 CFR 81.27 & the AHMOM would be required by the City and what types of tasks could be done under a maintenance contract? This is important for us because Andy Schroeder with Island Trails Network said the Borough passed a resolution in 2010 saying the Borough would be the responsible party for maintenance of the trail in their CIP and thought it included the City's portion as well. I can check up on this, but would like to know about the types of maintenance required & what DOT would find acceptable to outsource. One supporter said the City would not have to perform snow removal, similar to Anchorage trails.

Can you please respond to the questions in writing rather than verbally? I need to reschedule the discussion with Council and need to be able to answer the questions they've posed so they can decide. Right now the issue remains open.

Thanks,  
**Aimée Kniaziowski**  
City Manager  
City of Kodiak  
710 Mill Bay Road  
Kodiak, AK 99615  
Phone (907) 486-8640 Fax (907) 486-8600

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## MEMORANDUM TO COUNCIL

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**To:** Mayor Branson and City Councilmembers

**From:** Aimée Kniaziowski, City Manager 

**Date:** October 9, 2012

**Agenda Item:** **Item 4, Discussion of Draft DOT Memorandum of Agreement for Bike Path Between Pier II to Deadman's Curve**

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In 2011, the City requested and received a state legislative grant in the amount of \$384,000 to fund the required 10% match for construction of a bike path from Pier II to Deadman's Curve. At the time the request was made the ROM project estimate was \$2.9 million. The City, Borough, and interested community members would like to develop a continuous designated pathway system to compliment Kodiak's road system. The City's segment of the pathway would connect Pier II, where cruise ships dock, to the City boundary and the scenic overlook and integrate with the sidewalk and pedestrian improvements now underway from Pier II to downtown Kodiak. The City section of the pathway would benefit bicyclists and pedestrians by improving safety and access and benefit cruise ship passengers who may want to view the Kodiak road system coastline from the Deadman's Curve scenic location.

A planning level scoping document was prepared by DOWL HKM for Island Trails Network with an estimated cost of \$2.9 million. The City's contribution of \$384,000 requested from the state in 2011 met the 10% match for the project and covered engineering, design, environmental, permitting, and right-of-way acquisition.

The project was identified as a priority project in the most current Statewide Transportation Improvement Program (STIP) with funds available through the state and federal funds as well as the City match which was to be funded by our FY12 reimbursable legislative grant of \$384,000.

The State Department of Transportation (DOT) is coordinating the design and construction of the project. They have reviewed the project, visited Kodiak and walked the property, and of course revised the initial construction estimate upwards due to design considerations. They provided me with the attached final draft Memorandum of Agreement (MOA) which indicates the project estimate is now \$4.485 million and the City's match amount is 9.03%, or something between \$404,995 and \$464,593, based on the current project cost estimates.

I reviewed the proposed MOA and asked for insurance and legal review, which recommend changes to the current draft MOA. Mary Munk and I teleconferenced with DOT two weeks ago to discuss our concerns about the increased cost, the need to look at a different approach to the agreement, and the fact that the City's new match at 9.03% is more than what was granted by the state. DOT is open to some

proposed changes to the MOA, but is limited in what they can do to re-scale the project cost to fit within our grant amount due to the existing terrain. They explained that we would have to commit to the new revised match of \$464,593, given the new engineering estimates. They also suggested the City could be prepared to pay the approximately \$81,000 difference or request additional funding from the legislature for the difference in amount. Either way, they need clear direction from the City so the MOA can be authorized and signed and the initial design payment match of \$59,598 can be approved and issued to DOT as soon as possible.

Given that we do not have an appropriated amount to cover the increase in the project and must sign the agreement which obligates us to the new revised match, and the fact that Council will be discussing the FY14 legislative requests this month, I felt it was important to have this discussion so I can get back to DOT with an answer.

The difference between our existing funding for the project and the increase identified in the MOA is about \$81,000 which is not excessive but is an unplanned cost for a quality of life project. The City could budget for this increase or could agree to return to the legislature for additional funds, though asking for a small amount may not be successful. The caution, which is shared by DOT, is that the complex terrain between Piers II and III require construction of retaining walls, which add to the cost. That overall cost could increase beyond the \$4.485 million now identified in the MOA and obligate the City to a larger match to complete the project.

This project would definitely add to the quality of life in Kodiak, provide a safer bike and walking route for residents and visitors, and fits well into the larger planned bike path complex. However, may not fit with Council's FY2014 plan to return focus to infrastructure needs. It also places an unplanned demand on City resources if the Council wishes to pay for the difference or will impact the FY2014 legislative request list if Council decides to ask the legislature for more funding. I recommend we have a discussion of the issue as outlined in this memo, and based on the outcome, I will come back for formal direction at an upcoming regular Council meeting.

**Memorandum of Agreement  
Between the State of Alaska and The City of Kodiak  
Kodiak Island Pathway  
Project #59761**

The parties to this agreement of the State of Alaska acting through its Department of Transportation and Public Facilities (hereafter DOT&PF) and the city of Kodiak, a city established under Alaska law (hereafter the City):

WHEREAS, DOT&PF has the authority to plan, design, and construct Phase 1 of the Kodiak Island Pathway, identified as Project #59761, located within the boundaries of the City (hereafter the project);

WHEREAS, the Municipality desires that DOT&PF plan, design and construct the project; and

WHEREAS; the DOT&PF owns adequate right-of-way along Rezanof Drive to construct such a pathway; and

IT IS THEREFORE AGREED by the parties, in consideration of the mutual promises contained in this agreement, as set forth below, regarding the planning, design, construction, maintenance, and operation of the project.

**1. PROJECT RANKING**

a. DOT&PF shall, while ranking this project with other projects during the preparation of the State Transportation Improvement Plan (STIP) and capital budgeting process, recognize that the Municipality has agreed to provide a nine point zero three percent (9.03%) match towards the total costs of the project and agrees to maintain the project, commencing upon the substantial completion of the construction project.

b. If the City withdraws its promise to provide the funds listed in 1.a, above, DOT&PF will reevaluate the project nominated by the City without consideration of local contribution. The project will be placed in the Surface Transportation Improvement Plan (STIP) in accordance with the revised score.

**2. FINANCIAL PARTICIPATION**

DOT&PF requires the local government to provide local matching funds necessary to utilize available federal funds.

Based on DOT&PF estimates done prior to design work, the preliminary engineering (design) costs are estimated at \$440,000. Right-Of -Way (ROW) costs, utilities relocation and construction work are estimated at \$2,990,000.

Given the preliminary nature of the estimate, an additional 50% contingency shall be used for this agreement, bringing the total with contingencies to \$660,000 for preliminary engineering (design) costs and \$4,485,000 for Right-Of -Way (ROW) costs, utilities relocation and construction work.

The City hereby agrees to provide the 9.03% matching funds required to utilize federal funding for this project.

The City's initial payment for the project match is therefore \$59,598 and covers the project through Design. This sum is due within 30 days of execution of this agreement.

The City's subsequent matching fund contributions shall be lump sum payments due prior to initiation of each subsequent phase authorizations from the Federal Highway Administration. Currently estimated non-federal matching funds for all subsequent phases (ROW, utilities relocation and construction) that the City hereby agrees to provide is \$ 404,995.

Once the design phase is completed, the agreement shall be amended to revise the cost estimates and schedules for the ROW, utilities relocation and construction phases, and reduce the required contingency from 50% to 15% of the revised estimate for these phases.

Contingency funds collected may be used to offset cost increases in any project phase. Upon project completion and final project closeout, if the final cost is less than the Agreement cost, the local contribution will be recalculated and excess contribution will be refunded to the City.

If the project cost increases beyond the initial 50% contingency for the total project (\$5,145,000), DOT&PF may, at its sole discretion, amend the project scope to decrease costs accordingly.

### **3. PLANNING, DESIGN, AND CONSTRUCTION**

DOT&PF shall plan, design, and construct the project within the approved scope and funding.

### **4. SCOPE OF WORK**

DOT&PF shall design and construct a 1.3 mile pathway within the existing DOT&PF-owned right-of-way along the ocean side of Rezanof Drive in Kodiak. This 10 foot-wide pathway will be from Pier 2, near Shelikof Street up to the existing Rotary Vista.

### **5. MAINTENANCE AND OPERATIONS**

- a. The Municipality agrees to maintain and operate the project in perpetuity commencing upon the substantial completion of the construction of the project.
- b. The Municipality agrees to maintain and operate the project consistent with 23 CFR 81.27 and DOT&PF's Alaska Highway Maintenance and Operations Manual (AHMOM).
- c. The City shall perform its activities under this agreement at its sole cost and expense and without reimbursement from DOT&PF. These maintenance activities include, but are not limited to:
  - a. planning, scheduling, administration, and logistics of maintenance activities,
  - b. traffic control and safety;
  - c. preservation of drainage in an as-built condition, including maintenance of all culverts, ditches, storm sewers, gutters, dry wells, and under-drains;

- d. embankment protection, including erosion control, to as-built conditions;
  - e. guardrails and guardrail end treatments, if applicable;
  - f. snow and ice control, including any plowing, sanding, culvert thawing, snow hauling, ice scraping, drift control, snow slide removal, and associated tasks as may be required for safe public use;
  - g. maintaining signs in an as-built condition and their replacement, including posts and foundations, when damaged, unreadable, or worn out;
  - h. removal of debris, rubbish, and dead animals;
  - i. pothole repair using asphalt products on an as-needed basis;
  - j. crack sealing;
  - k. repairs of minor rutting, waves, sags, humps, corrugations, raveling, alligator cracks, pitting and bleeding on a basis; and
- d. Maintenance staff may be employees of the City, another unit of government, or a contractor under agreement with the City. All maintenance will be performed at regular intervals or as required for efficient operation of the complete project improvements. The City's maintenance responsibilities commence the date of project substantiated completion.

## **6. PROPERTY MANAGEMENT**

The right-of-way where the pathway will be constructed is owned by the DOT&PF.

The Municipality agrees that its maintenance activities within the right of way are subject to the provisions of 23 CFR 51.23, in perpetuity commencing upon the substantial completion of the construction of the project.

The Municipality may not allow any encroachment within the right of way of the project without the prior consent of DOT&PF and the Federal Highway Administration. The Municipality may not sell any portion of the right of way without the prior consent from DOT&PF and the Federal Highway Administration. In the event that DOT&PF and the Federal Highway Administration give their consent to the disposal of any portion of the right of way for the project, the municipality shall pay proceeds of the sale to DOT&PF, which DOT&PF will credit to the appropriate federal aid accounts.

## **7. BILLING**

DOT&PF will invoice the Municipality for the full amount of the initial matching funds of \$59,598 upon execution of this agreement. The Municipality shall provide the funds within 30 days of receipt of the billing after which DOT&PF work on the project may begin. The DOT&PF design project manager will initiate subsequent billings for the ROW, construction and utility phases as outlined in paragraph 2. Financial Participation.

## **5. TERM OF THE AGREEMENT**

The Municipality agrees to perform property management and maintain and operate the project in perpetuity commencing upon the substantial completion of the construction of the project. DOT&PF shall inform Municipality of that date.

## 6. DISPUTE RESOLUTION

- a. If a dispute arises under this agreement between the City and DOT&PF, and the parties cannot resolve the matter between them within 45 days after the notice is given by the aggrieved party to the other party, the aggrieved party may request that the matter be resolved by arbitration.
- b. Each party shall appoint an arbitrator to hear the dispute. The two arbitrators acting together shall select a third arbitrator with all appointments to occur in accordance with State Procurement code, AS 36.50. The three arbitrators shall hear the matter under such rules and procedures, as they deem necessary to conduct the proceedings.
- c. Each party shall pay the expenses of the arbitrator it appoints and shall pay half of the cost of the proceedings and the third arbitrator.
- d. Except when the provisions of this paragraph provide otherwise, an arbitration under this paragraph is subject to AS 09.43.010 – 09.43.180, the Uniform Arbitration Act.

## 7. PENALTY FOR BREACH

- a. Any withdrawal of the City's promise to maintain and operate the project upon completion, including a withdrawal at any time after construction is completed, shall be considered a breach. If, prior to advertising for construction, the City withdraws its promise to maintain and operate the project upon completion, DOT&PF will reevaluate each project nominated by the City without consideration of Municipal maintenance. If the City withdraws its promise after the advertisement of a project for bid, the DOT&PF may proceed with construction of the project and seek recovery of maintenance costs from the City. In the evaluation of other projects in the City in the succeeding six years after the breach, DOT&PF will not include consideration of Municipal contribution until the City has cured the breach to DOT&PF's satisfaction.
- b. If notified by DOT&PF in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the City shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the City shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the City to remedy, or to satisfactorily commence the remedy of, the default shall result in the termination of this Agreement by DOT&PF. If this Agreement is terminated pursuant to this clause, the City shall be liable to repay to DOT&PF all of the Federal Funds disbursed to it under this Agreement.
- c. If the City makes a written request for the cancellation of a federal-aid project, the City shall bear 100 percent of all costs as of the date of cancellation. If DOT&PF was the sole cause of the cancellation, DOT&PF shall bear 100% of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of DOT&PF or the City, the City shall bear all development costs, whether incurred by DOT&PF or the City, either directly or through contract services, and DOT&PF shall bear any administrative costs incurred. After settlement of payments, DOT&PF shall deliver surveys, maps, field notes, and all other data to the City.

## 8. INDEMNIFICATION



The City shall hold the DOT&PF, its officers, employees, and agents harmless from and defend and indemnify the DOT&PF for liability, claims, or causes of action arising out of this Agreement. Notwithstanding the foregoing, the City shall have no obligation to hold harmless and indemnify the DOT&PF to the extent the DOT&PF is determined to be liable for its own act or omissions, except that:

- A. To the maximum extent allowed by law, the City shall hold the DOT&PF harmless from and indemnify the DOT&PF for liability, claims, or causes of action arising from an alleged defect in the design or construction of facilities existing on the premises at the date of this Agreement or constructed or improved pursuant to this Agreement, regardless of negligence or other fault, if such liability, claim, or cause of action arises out of an incident that occurs more than two years after the City assumes maintenance duties.
- B. The City's duty to defend shall apply regardless of whether it is also alleged that the DOT&PF's acts or omissions contributed to the injury (including injury to personal property, real property or persons, including fatal injury).
- C. Neither liability, claims, or causes of action arising from injuries which occurred prior to the date of this transfer nor liabilities imposed by, or claims or causes of action arising from or asserted under AS 46.03.822 shall be governed by the paragraph.

## **9. CONTACTS**

The DOT&PF's contact is Wolfgang Junge, P.E., Design Project Manager (907-269-0608). The City's contact is Aimee Kniazowski, City Manager, or as may be redesignated in writing from time to time.

## **9. AMENDMENT OF AGREEMENT**

This agreement may only be modified or amended by written agreement on the prescribed Supplemental Agreement forms signed by both parties.

## **10. THE WHOLE AGREEMENT**

This agreement constitutes the entire agreement between the parties. There are no other understandings or agreements between the parties, either oral or memorialized in writing regarding the matters addressed in this agreement. This agreement may not be amended by the parties unless agreed to in writing with both parties signing through their authorized representatives.

**SIGNATURES**

Dated: \_\_\_\_\_

State of Alaska  
Department of Transportation and Public  
Facilities

\_\_\_\_\_  
Ken Morton, P.E.  
Preconstruction Engineer

Dated: \_\_\_\_\_

Municipality of Kodiak

By: \_\_\_\_\_  
Aimee Kniazowski, City Manager


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## MEMORANDUM TO COUNCIL

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**To:** Mayor Branson and City Councilmembers  
**From:** Aimée Kniaziowski, City Manager   
**Date:** November 6, 2012

**Agenda Item:** Item 6, Pier III Project Manager Discussion

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The replacement of Pier III, with a preliminary cost estimate of \$25-\$33 million, is one of the most complex and expensive capital projects the City will take on, certainly the largest in terms of scope and cost during my tenure with the City. The City received an \$18.1 million reimbursable legislative grant this fiscal year and expects to receive the additional \$15 million when voters approve the statewide transportation government obligation (GO) bond during the state election today. With funding for the project nearly fully secured, we need to begin to move the project forward toward design selection, geotechnical surveys, permitting, and construction.

I requested a proposal from Roe Sturgulewski of RISE Alaska for project management services for the design and construction of Pier III. Earlier this month, he submitted a proposed list of services (see attached) to be delivered from November 2012 through mid-October 2013, from initiation through the end of the bidding phase of the project, including the first key decision, facilitation in the selection of the design solution. He indicates he can perform the professional services for the City on a time and expense (T&E) basis with services not-to-exceed \$164,660. He also identified, but did not include, proposed services for managing the project through the end of construction, for providing stakeholder communications and public involvement, and assistance with activation and start-up, if requested. I have reviewed the proposal and feel that these services can be supplied at a reasonable cost, are flexible, and will definitely benefit the project and provide important support to City staff.

Roe Sturgulewski is an engineer and professional project manager who has served as an owner's representative on large and small projects throughout the state (see attached list of projects). The projects include a dock project in Unalaska very similar in size and scope to our Pier III replacement project. Roe and RISE currently provide project management services to the City for the new Kodiak library project. His experience in managing projects, his attention to detail, and his ability to work on multiple issues and with many groups is worthy of note. City staff has limited resources, and without his professional help, would have struggled to bring the library project along in this timely and cost-effective way.

There is another issue that makes my recommendation to use the professional services of Roe Sturgulewski and RISE Alaska important, which is my husband's employment with Horizon Lines. I have made Council aware that I have to be attentive to potential or perceived conflicts of interest when dealing with Horizon Lines, the current tenant of Pier III. I have shared the issue of potential, perceived,

or actual conflicts of interest with the Mayor and City Councilmembers in the past and recently consulted the City Attorney on what conflicts will likely arise as the City begins this project. He has advised that I may be disqualified by conflict of interest in some aspects of the project and should recuse myself from participation in those actions, transferring the authority to take actions on the City's behalf to another executive employee of the City or to the project management contractor for the Pier III replacement, when required. Executive employees of the City, with the exception of the City Clerk, all report to me. I do not believe any of the employees would have the time or experience to manage the complexities of a project like this, even with the involvement of PND Engineers who will perform engineering services for the City under contract.

I plan to bring this proposal forward for Council action at the first regular or special meeting in December. In preparation, I hope Council will agree with my recommendation after having reviewed this memo, the proposal information, and Mr. Sturgulewski's availability at tonight's meeting so we can move this project forward in a timely and coordinated way.



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October 12, 2012

Aimee Kniazowski  
City of Kodiak  
710 Mill Bay Road  
Kodiak, AK 99615

**Subject: City of Kodiak - Pier 3 Upgrade Project Management  
Proposal for Services Through Design Management and Bidding**

Dear Ms. Kniazowski:

RISE Alaska/ARCADIS is pleased to present this proposal to support the City of Kodiak and manage the Pier 3 Upgrade project. We enjoyed speaking with you about this critical infrastructure upgrade project for Kodiak. Attached are our team member resumes and relevant project management experience.

RISE/ARCADIS has the Alaska-based expertise, experience and resources to successfully deliver Owner's Representative services for this Pier 3 Upgrade Project. Project and construction management has been our core business in Alaska for the past 18 years. RISE/ARCADIS has managed and delivered a number of large scale, technically complex, public and private infrastructure projects including the: \$40M Kodiak Launch Complex, \$240M Goose Creek Correctional Center, \$330M Ted Stevens Anchorage International Airport, \$107M Anchorage Museum, \$99M Fairbanks International Airport and our current work on the Kodiak Public Library. In addition, as Public Works and Utilities Director for the City of Unalaska, I managed the **\$25M Unalaska Marine Center**, which was very similar in scope to this Kodiak Pier 3 project.

**SERVICES**

Preliminary project scoping is for a 420 LF extension to Pier 3 with new crane rails, dolphins and catwalks. Total project costs are estimated at \$25-35M with design completed and construction contract awarded around September 2013. Based on our discussions, we propose to provide the following services for the Pier 3 Upgrade project.

- Help facilitate pier design solution (pile vs. sheet pile)
- Develop RFP and/or contract documents to get Engineer under contract
- Procure and administer other professional service contracts as required
- Coordinate/negotiate with tenants on behalf of the City

880 H Street, Suite 101 Anchorage, AK 99501 USA 907.276.8095 Tel / 907.276.8609 Fax [www.risealaska.com](http://www.risealaska.com)



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- Work with Engineer on permitting and coordinate with the Borough and the City
- Develop master budget and coordinate with City on delivery of budget updates
- Create alternate plan of finance or project re-scoping if required
- Develop and maintain master schedule
- Develop a contracting procurement strategy and assist with implementation
- Provide constructability review of engineer drawings
- Provide a monthly project status report for stakeholders
- Manage project through the end of bidding phase

While the below services are not included in our fee proposal, additionally, RISE/ARCADIS can:

- Manage project through the end of construction
- Provide stakeholder communications, public involvement, special project event planning
- Activation/Transition and project start-up consulting and management

## PROJECT TEAM

### **Roe Sturgulewski, Lead Project Manager**

I will be the lead project manager, managing all aspects of this project. I will work closely with the City of Kodiak to manage all critical task activities for the pier including confirming the pier type, setting up master project budget and schedule, selecting the best project delivery method, managing the Engineer procurement/contract process, providing design management and developing the Plan of Finance and scope alignment should the November Bond not pass.

I have over 30 years of Alaska-based construction, public works/utilities and program management experience. In addition to managing the \$25M Unalaska Marine Center which was nearly identical in scope to this Pier Upgrade, I recently led the project management team for the \$240M Goose Creek Correctional Center project and \$22M Goose Creek Correctional Center Water & Wastewater Facility. I was Project Executive on \$330M Ted Stevens Anchorage International Airport, \$106M Dena'ina Civic and Convention Center, \$99M Fairbanks International Airport. I was the on-site project manager for the \$40M Kodiak Launch Complex and \$67M Alaska SeaLife Center.

### **Ron Rozak, PE, Senior Project Manager**

Ron Rozak, PE will provide technical support as required to cost effectively perform the work. Ron is a registered senior civil engineer with 37 years of civil engineering and project management experience in Alaska. Ron will provide technical support, civil engineering peer review, constructability review, permitting support and other services. Ron is experienced with both sheet



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City of Kodiak – Pier 3 Upgrade Project  
October 12, 2012

and pipe pile installation and other heavy civil construction. He has extensive experience working in rural communities throughout Southcentral, Southeast and Western Alaska.

**Joyce Andersen, Project Administration**

Joyce Andersen will provide administrative support, manage document controls, assist with scheduling/budget updates, provide meeting minutes, maintain project calendar and manage electronic file requirements. Joyce has extensive experience in construction administration, office administration and financial management. She is highly skilled at preparing contract documents, preparing and executing construction documents, managing submittals, RFIs, RFPs and change order work flow, maintaining project files and correspondence, and managing document control. She was project assistant on the \$240M Goose Creek Correctional Center project and \$22M Goose Creek Correctional Center Water & Wastewater Facility and is currently assisting on the Kodiak Library Project.

*Please see attached resumes for more details on relevant project experience.*

**PROPOSED FEE**

We have included an initial fee estimate for services November 2012 through mid-October 2013. RISE/ARCADIS proposes a Time and Expenses (T&E) allowance for services with a not-to-exceed (NTE) value of \$164,660. With this approach, the project will be billed only for services rendered and expenses incurred. A T&E contract also allows the City of Kodiak the flexibility to adjust or request optional services within the contract value to meet needs as they are identified.

The Kodiak Pier 3 upgrade is an important infrastructure project for the City of Kodiak. If there is additional information I can provide about our firm or services, please contact me at 907.276.8095 or [rsturgulewski@risealaska.com](mailto:rsturgulewski@risealaska.com).

Sincerely,

Roe Sturgulewski  
President  
RISE Alaska, LLC

Attachments: Fee Proposal, Project Experience, Resumes





**Fee Estimate (Design Management through Contractor Bidding/Award)**

Project Team Members	Rate	2012		2013										Total Hours	Total Cost	
		Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct			
Roe Sturgulewski, Lead Project Manager	\$175.00	50	50	50	50	50	50	50	50	50	50	50	50	25	575	\$100,625
Ron Rozak, PE, Senior Project Manager/Civil Engineer	\$140.00	16	16	16	16	16	16	16	16	16	16	16	16	8	184	\$25,760
Joyce Andersen, Administration/Technical Support	\$80.00	16	16	16	16	16	16	16	16	16	16	16	16	8	184	\$14,720
Cynthia Oistad, Graphic/Communication Support	\$95.00	6	6	6	6	6	6	6	6	6	6	6	6	3	69	\$6,555
<b>TOTAL LABOR</b>		<b>88</b>	<b>88</b>	<b>88</b>	<b>88</b>	<b>88</b>	<b>88</b>	<b>88</b>	<b>88</b>	<b>88</b>	<b>88</b>	<b>88</b>	<b>88</b>	<b>44</b>	<b>1012</b>	<b>\$147,660</b>

Expenses	Rate													QTY	Total Expenses	
Travel (airfare, lodging, meals, etc)	\$1,000	1	1	1	1	1	1	1	1	1	1	1	1	1	12	\$12,000
Miscellaneous Expenses (printing, office supplies)																\$5,000
<b>TOTAL EXPENSES</b>																<b>\$17,000</b>

<b>TOTAL FEE ESTIMATE</b>	<b>\$164,660</b>
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**Assumptions:**  
 Estimated total project costs between \$25M and \$33M  
 \$15M Bond approved November 2012  
 Construction Completion estimated at Dec. 31, 2014



## Roe Sturgulewski Lead Project Manager

Roe Sturgulewski has 30 years of Alaskan construction, public works/utilities and capital improvement program management experience. His work as a contractor, engineer, project manager and owner provides a well-rounded and practical problem-solving perspective. Roe's experience, coordination skills, and attention to detail have successfully delivered a number of complex and high profile construction programs, including a wide range of vertical and horizontal construction projects.

### Relevant Projects

**Unalaska Marine Center, Unalaska, AK:** As Public Works and Utility Director for the City of Unalaska, Roe managed the Unalaska Marine Center, a \$25M public/private partnership with multiple project agreements and creative financing. This project has many similarities to the Kodiak Pier 3 project. An addition was made to a pile supported pier dock including a reorientation of the dock face because of bathymetric considerations. The project included the addition of new catwalks, breasting and mooring dolphins. The dockface extension included crane rails for a tenant-supplied lift-on/lift-off crane. New upland storage was also created. Front-end efforts also included assistance in developing the Plan of Finance and negotiating finance and leasehold agreements.

**Carl Moses Small Boat Harbor, Unalaska, AK:** Roe led the initial technical planning efforts for the little South America Harbor development which was later constructed and dedicated as the Carl Moses Small Boat Harbor. The project included a wave barrier pile supported docks and uplands development.

**City of Unalaska, Public Works and Utility Director, Unalaska, AK:** As Public Works and Utility Director for the City of Unalaska (Dutch Harbor), Roe was the city's primary technical staff charged with delivering more than 100 separate capital projects including a number of marine infrastructure projects. In addition to the Unalaska Marine Center, and Small Boat Harbor, Roe worked on numerous renovation projects at the UMC, spit and Ballyhoo docks. Other projects involved meeting the community's water and sewer needs where peak water demands exceeded 8 MGD. He installed more than \$30M in water system construction including pipelines, storage tanks, PRVs, SCADA, water wells and raw water reservoir storage. He led extensive improvements to the sewer system including multiple mainline extensions, lift stations, force main installations and improvements to sewage treatment plant. He also delivered about a dozen new community facilities.

**Kodiak Public Library, Kodiak, AK:** Roe is providing comprehensive project management services to the City of Kodiak for their new \$12.4M public library project. At the onset of the project, he developed a preliminary project schedule, preliminary funding plan, and internal look-ahead schedule for KPLA/ City of Kodiak actions and milestones. He wrote the CM/GC Contractor RFP and managed the solicitation/selection/contract process. RISE is managing all aspects of the design development and construction to deliver the library within budget and schedule.

**Kodiak Launch Complex, Kodiak, AK:** Roe was on-site Project Manager for the AAC's \$40M Kodiak Launch Complex. This multi-phased project had multiple State and Federal fund sources, logistical challenges, aggressive scheduling requirements to facilitate launches during construction, elements with extreme construction tolerances and complex electrical and mechanical systems. Roe provided design and construction management for four miles of roads, associated water, sewer, electrical and fiber infrastructure and five facilities over a 3,900 acre site. Near the completion of the Kodiak Launch Complex,

### Education

MA in Business Administration,  
Gonzaga University / BS in Civil  
Engineering, Gonzaga University /  
Arctic Engineering Studies, University of  
Alaska Anchorage

### References

Harold Heinze, Matanuska Electric  
Association, 907.761.9261

Russ Krafft, Procurement, Matanuska  
Susitna Borough, 907.745.9639

John Parrott, Ted Stevens Anchorage  
International Airport Manager 907.266.2629

Former Mayor Frank Kelty, City of  
Unalaska, 907.581.1251



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Roe provided preliminary logistical planning on the road spot improvements needed for the 50-mile access road. Roe was Principal-in-Charge for the follow-on 19,000 SF, \$5M maintenance and storage facility project. RISE has provided on-call support services for AAC since 2000.

**Goose Creek Correctional Center, Pt. MacKenzie, AK:** Roe was Project Manager for the \$240M Goose Creek Correctional Center project, a 435,000 SF, 1,536 bed medium-security correctional center with an associated \$21M water and waste water facility located in Point MacKenzie, Alaska. The project included clearing and developing a 95-acre portion of a 330-acre parcel and five separate buildings. There were miles of utility installations including a 12.47 KV medium voltage electrical distribution system. Roe provided extensive coordination with MEA, the local electrical utility, on the 25 KV main line distribution system, which required upgrades to accommodate the 3.2 MW complex. The facility included an extensive fiber and copper backbone network and subsequent LAN/WAN and radio system installations. Due to its geographic isolation (68 road miles from Anchorage), GCCC functions a small city. Substantial Completion was achieved on September 1, 2011.

**Ted Stevens Anchorage International Airport, Anchorage, AK:** Roe provided project and construction management services for the Ted Stevens Anchorage International Airport's \$1B Capital Improvement Program including the \$330M Terminal Redevelopment project, a \$207M Concourse A & B renovation. He served as Project Advisor for over 150 other vertical and horizontal projects.

**Fairbanks International Airport Terminal Area Development Program, Anchorage, AK**  
Roe served as Project Executive for the \$99M Fairbanks International Airport Terminal Area Redevelopment project. RISE was responsible for overall execution and delivery of a new 150,000 SF airport passenger terminal building and upgrades to the existing terminal. RISE fostered a collaborative team relationship with the Owner, design team and contractor throughout this project. RISE provided schedule and budget management, on-site design and construction management, quality assurance inspections, special inspection coordination, construction progress reporting, contract document maintenance, stakeholder and tenant coordination and activation activities. The new terminal was successfully delivered a year early and \$2M under budget, which enabled ADOT&PF and the airport to add multiple additional elements to the project.

**Municipality of Anchorage Capital Projects, Anchorage, AK:** Roe served as Project Executive to the Municipality of Anchorage for the \$107M new Dena'ina Convention Center, Project Manager for the \$59M Anchorage Jail and the Project Executive to the Municipality of Anchorage (MOA) on a number of capital projects through a term contract agreement. MOA projects included multiple Fire Stations, Public Safety Building demolition, and the Ben Boeke Ice Arena upgrades. Roe also worked as an MOA employee and consultant on the Project 80's Capital Build-out Program.

**Alaska SeaLife Center, Seward, AK:** Roe was on-site Project Manager for this \$67M, 96,000 SF marine research facility. RISE helped create the Plan of Finance, secure public agency funding, private debt financing, philanthropy, and structure the long-term development and operations agreements between stakeholders. RISE coordinated environmental approval of the NEPA Record of Decision and managed the public involvement and stakeholder processes. Roe managed the architectural contract, assisted the public construction bidding process and managed the Special Inspection contract. RISE helped develop the business model, governance, and operations structures and identified Executive Director candidates for the SAAMS Board approval. Roe provided assistance with FF&E procurement, activation, operational start-up, management support services. The RISE Team served as an external affairs liaison to the Board of Directors and Board of Governors throughout the first year of operations.



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## Ron Rozak, P.E. Senior Project Manager/Civil Engineer

### Education

Bachelors of Science in Civil Engineering,  
Colorado State University / Masters Degree  
in Engineering (Construction Management)  
Texas A&M University

### Professional Registrations

Registered Professional Engineer, CE #5649,  
Alaska

### References

Tom Moll, P.E., Senior Civil Engineer,  
Hansen Alaska, 907.279.1282

Cliff Allen, Public Works Director, City of  
Ketchikan, 907.228.4738

Jim Beckham, P.E., Vice President  
Operations, Harbor Enterprises,  
907.224.3190

Ron Rozak, P.E. has 37 years of professional design and construction management experience with many small and large civil, environmental, and facilities projects. Ron has managed many public and private projects under study, design, construction, or decommission. He has expertise in technical writing, planning, budgeting, scheduling, utilities, right-of-way and easements, construction administration, and inspections. His background includes establishing procedures, developing project manuals, preparing Request for Proposals, and negotiating contracts with A/E firms and contractors. His professional experience includes the design and construction management of environmental, civil, and facilities projects in Southcentral and Western Alaska.

Ron has experience managing and providing quality control on highway, bridge, heavy civil and industrial projects including multiple piling types. He has provided project and construction management for site work projects with large quantities of earthwork and underground utilities.

### Relevant Experience

**Goose Creek Correctional Center Water/Wastewater Facilities, Pt. MacKenzie:** Ron was Project Manager for the \$ 21 million Matanuska-Susitna Borough Goose Creek Correctional Center Water/Wastewater Facilities project. Ron monitored construction progress and activities, prepared meeting records, managed and reviewed the budget, schedule, pay applications, and change order proposals. Prior to construction, he helped lead the prison site selection and public process, and assisted with the coordination of permitting for water well drilling and water/wastewater utilities. The water/wastewater facilities provide utility services for 1,800 people at the prison project. This project includes a well field, Wastewater Treatment Building, Water Treatment and Storage Building and a Well House.

**Municipality of Anchorage Capital Roads Improvement Program, Anchorage:** As Project Manager, Ron managed eight projects for the PM&E department, serving as the primary point of contact for all project activities from design to project close-out phases. Ron was responsible for project management, implementing PM&E procedures, contract administration, maintenance of project documentation, public involvement oversight, project schedule, budget and quality assurance management.

**Tikahtnu Commons Retail Center, Anchorage:** For Cook Inlet Region, Inc. (CIRI), Ron provided project management services for Tikahtnu Commons civil work, the largest Anchorage retail and entertainment center in northeast Anchorage. Ron delivered weekly construction phase monitoring and periodic reporting services on cost, quality, environmental oversight, and project schedule. This project included substantial dirt work, underground mechanical and electrical utilities and other civil related work.

**Kenai River Bridge Crossing, Kenai, AK:** Ron was Field Engineer for the Alaska DOT&PF on construction of this 980 foot bridge across the Kenai River. He provided control and quantity surveys, inspection and documentation for the driving of sheet and H-piles and reinforced concrete work associated with construction of cofferdams, abutments and piers.



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**City of Ketchikan Fire Station and Public Library, Ketchikan:** Ron provided daily on-site construction administration services on behalf of the City of Ketchikan for the \$12M Ketchikan Fire Station and the new \$12M Ketchikan Public Library. For both projects, he oversaw construction progress; coordinated with the architect, contractor team and community; managed the RFI, RFP process and provided stakeholder communications. Both projects were delivered under budget using a Construction Manager at Risk methodology. The Fire Station is complete and the Library is in the closeout phase.

#### **Additional Relevant Experience**

Prior to RISE, Ron was the Principal Engineer and Project Manager for his own engineering firm. His role included defining project scope, preparing bid documents, providing contract management, schedule, and budget. Ron provided design, construction, and project management services for a wide range of horizontal and vertical projects. He performed engineering services around the state, interacted with utilities and government agencies, prepared periodic progress reports, provided technical recommendations, and detailed final reports.

As the owner operator of a construction services firm, Ron installed on-site sewer and water systems, prepared building sites, constructed roads and drainage systems, land clearing and general excavation. While with Alaska International Construction, he was the Survey Party Chief and Field Engineer for the extension of the Wrangell Airport into tidelands and reconstruction of thirteen miles of the Alaska Highway at the Canada border. These projects included extensive drilling and shooting to remove bedrock and produce aggregate and riprap. While with the Alaska DOT&PF, Ron performed office and field engineering duties, provided control and quantity surveys, and inspected pile driving and concrete work for multiple construction projects.



## Joyce Andersen

### Project Administration/Document Controls

Joyce Andersen has extensive experience in construction administration, office administration and financial management. She is highly skilled at preparing contract documents, preparing and executing construction documents, managing submittals, RFIs, RFPs and change order work flow, maintaining project files and correspondence, and managing document control. Joyce has worked as a project assistant for both architectural and construction firms and has a detailed understanding of the construction process.

#### Relevant Projects

**Kodiak Public Library, Kodiak, AK:** Joyce is serving as Project Assistant for the \$12 million Kodiak Public Library currently under construction. She prepares Owner Meeting Agendas and Minutes, Construction Meeting Agendas, and budget/schedule spreadsheets.

**Dena'ina Wellness Center, Kenai, AK:** Joyce is serving as Project Assistant for the \$24M Dena'ina Wellness Center for the Kenaitze Indian Tribe. She prepares Construction Meeting Agendas and Minutes, budget/schedule spreadsheets, assists with the monthly report, provides document controls.

**Ketchikan Public Library, Ketchikan, AK:** Joyce served as Project Assistant for the \$12 million Ketchikan Public Library. She prepares Owner Meeting Agendas and Minutes, Construction Meeting Agendas, and budget/schedule spreadsheets.

**Goose Creek Correctional Center, Pt. MacKenzie, AK:** Joyce was Project Assistant for the \$240 million Goose Creek Correctional Center. She prepared budget updates from multiple funding sources, facilitated and distributed the weekly and monthly construction progress reports, tracked and logged government approvals, managed the processing and preparation of RFPs, Pay Estimates, Change Orders and design changes. Joyce managed document control, assisted with preparation of RFIs, invoices, change orders, owner directives, and other documents. She coordinated project close-out documentation and deliverables.

**Goose Creek Correctional Center Water/Wastewater Facilities, Pt. MacKenzie, AK:** Joyce provided administrative support for the Goose Creek Correctional Center Water/Wastewater facilities during the RFP process and throughout. She also performed budget reporting, facilitation of weekly and monthly reports and document control.

**Municipality of Anchorage Capital Projects, Anchorage AK:** Prior to RISE, Joyce was engaged as Contract Administrator for the Municipality of Anchorage Capital Improvements. She worked under the Division Manager coordinating and developing the project databases and served as the liaison between numerous municipal and outside agencies.

**Cook Inlet Housing Authority, Anchorage, AK:** Joyce also was Development Administrator for Cook Inlet Housing Authority. She had a wide range of responsibilities including multiple project development and document control duties on numerous projects. Duties involved extensive management, communication and funding related services.

#### References

Don Simmons, Former Vice President  
Construction and Capital Projects, Cook  
Inlet Housing Authority, 907.229.9835

Martha Schoenthal, Project Manager, The  
Foraker Group 907.301.8887

Russ Krafft, Procurement, Matanuska  
Susitna Borough, 907.745.9639



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**RELEVANT EXPERIENCE**

**Unalaska Marine Center, Unalaska/Dutch Harbor**

Prior to joining RISE/ARCADIS, Roe was Public Works and Utilities Director for the City of Unalaska where he managed the \$25M Unalaska Marine Center, a public/private partnership with multiple project agreements and financing sources. *This project has many similarities to the Kodiak Pier 3 project.* A 731' addition was made to a pile supported pier dock including a reorientation of the dock face because of bathymetric considerations.



The project included the addition of new catwalks, breasting and mooring dolphins. The dockface extension included crane rails and other infrastructure with a tenant-supplied lift-on/lift-off crane. New upland storage was created. Front-end efforts also included assistance in developing the Plan of Finance and negotiating finance and leasehold agreements.

**Kodiak Public Library, Kodiak**

RISE/ARCADIS is providing comprehensive project management to the City of Kodiak for the new \$12.4M library project. We are managing all aspects of design, CM/GC



MRV Architects | Juneau, Alaska  
Sept. 19, 2012

construction, and other consultants to deliver the library within budget and schedule. We have worked effectively and cooperatively with both the City and KIB to advance the project. RISE/ARCADIS was heavily involved in strategic planning, project organization, plan of finance, community support services, project communication and project funding advocacy. We crafted the CM/GC RFP, administered contractor selection, developed and negotiated the CM/GC contract, established and negotiated phased bid packages in anticipation of the 100% Guaranteed Maximum Price (GMP). The project is on budget and schedule with no change orders to date. RISE/ARCADIS published the Kodiak Library Development Plan in April 2011 in conjunction with The Foraker Group Pre-Development Program, the City and KPLA. Over 40 stakeholder meetings were held in the design phase.



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### **Municipality of Anchorage Capital Roads Improvement Project, Anchorage**

Under a two-year project management contract with MOA, RISE/ARCADIS provided full-time, comprehensive project management, project administration and construction inspection services to support various PM&E road, drainage, and safety improvement projects. These projects ranged in value from \$400K to \$7M. RISE/ARCADIS provided aggressive financial management to ensure these projects are delivered within budget.



### **Ted Stevens Anchorage International Airport, Anchorage**

**Construction Engineering & Inspection Services** — RISE/ARCADIS, with Parsons Brinckerhoff Construction Services and Alaska Testlab, provided inspection and construction management, contract administration, materials testing, and pre-construction setup services on three ANC runway projects valued at \$30M. All of the projects required grading, paving (surface and subsurface), excavation, drainage, and upgrading or new taxiway lighting systems.



**Ted Stevens Anchorage International Airport C Concourse Terminal Redevelopment** — RISE/ARCADIS provided project management

for the \$330M C Concourse demolition and renovation project. RISE/ARCADIS was involved in all stages of the ANC's Terminal Redevelopment Project (TRP) from inspection to close-out, and included comprehensive activation management. Improvements to surrounding roadways, including expanding and reconfiguring the approach roadways using FHWA funding, upgrading parking, airfield improvements, and cargo and aircraft parking, were part of the C Concourse Redevelopment project that was completed in 2004.

**Ted Stevens Anchorage International Airport Capital Improvement Projects** — RISE/ARCADIS served as project advisor to the airport, providing project financial and grant management for the \$1B Airport Capital Improvement Projects program, which consisted of over 150 vertical and horizontal projects.

**Ted Stevens Anchorage International Airport A/B Terminal Retrofit** — This \$207M project provided major seismic and security upgrades to the A and B concourse terminals. RISE/ARCADIS provided contract administration, accounting, schedule management, program controls, cost controls, stakeholder communication, and activation services. In addition to terminal improvements, this project also included an increase in curbside space for improved access and pedestrian flow for passengers arriving and departing the South Terminal. This project was completed in November 2009.





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### **Fairbanks International Airport Terminal Area Development Program, Fairbanks**

RISE/ARCADIS provided comprehensive on-site project and construction management services for the \$99M Fairbanks International Airport Terminal Area Development Program. RISE was responsible for overall execution and delivery of the 150,000 SF new airport passenger terminal building and upgrades to the existing terminal. This project included: state-of-the-art passenger ticketing and check-in lobby, customs processing areas, baggage handling systems, access control and security systems, passenger and bag screening devices, new mechanical and electrical systems, and building automation. Major site and civil improvements included upgrades to utilities, a newly developed airport road system, and airside installation of jet bridges, hardstand and aircraft staging areas.



### **Alaska SeaLife Center, Seward**

RISE/ARCADIS provided project and on-site construction management services for this \$67M Alaska SeaLife Center. RISE/ARCADIS oversaw the public bidding process for construction, and provided management to meet schedule, budget and quality objectives. RISE/ARCADIS helped create a Plan of Finance, secured public agency funding, private debt financing, and philanthropy, and structured the long-term development and operations agreements between stakeholders. RISE/ARCADIS coordinated environmental approval of the NEPA Record of Decision and managed the public involvement and stakeholder processes. RISE/ARCADIS managed the architectural contract, met schedule, budget, and quality objectives. RISE/ARCADIS assisted the public construction bidding process and managed the Special Inspection contract. RISE/ARCADIS provided assistance with FF&E procurement, activation, operational start-up, management support services and served as an external affairs liaison to the Board of Directors and Board of Governors throughout the first year of operations.





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City of Kodiak – Pier 3 Upgrade Project  
Project Experience  
October 12, 2012

### **Kodiak Launch Complex, Kodiak**

Roe was on-site Construction Manager for the Kodiak Launch Complex. This multi-phased project had numerous State and Federal fund sources, logistical challenges, aggressive scheduling requirements to facilitate launches during construction, elements with extreme construction tolerances and complex electrical and mechanical systems. Construction of a rocket launch involves executing standards and close tolerances to meet specialized requirements. The complex has performed well over its 12-year history both in terms of launch success and O&M requirements. The project met the scheduling requirements driven by operating programs with budgets in the 10's of millions of dollars. The project was completed within budget.

