

KODIAK CITY COUNCIL

WORK SESSION AGENDA

Tuesday, October 8, 2013

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. Discussion of Draft State FY2015 CIP List (Senator Stevens and Representative Austerman Invited)1
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7. Update From Harbormaster About Consultant for Horizon Lines Contracts No backup
8. October 10, 2013, Agenda Packet Review

**CITY OF KODIAK
RESOLUTION NUMBER 2013-XX**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK ADOPTING
A FY2015 STATE CAPITAL IMPROVEMENTS PROGRAM LIST**

WHEREAS, the City of Kodiak uses a Capital Improvements Program planning process to identify the capital improvement project needs of the community; and

WHEREAS, this identification and planning process plays a vital role in directing the City's administration and is utilized as a long-range planning and policy setting tool for City infrastructure maintenance and enhancement; and

WHEREAS, the City of Kodiak is committed to paying its way to the greatest extent possible, but the cost of some of the City's capital project needs are greater than the resources available locally; and

WHEREAS, the Kodiak City Council has identified and prioritized capital improvement projects for submission to the Alaska State Legislature and Governor for funding consideration due to their significance and/or magnitude.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska, that the following infrastructure replacement/improvement projects are considered of primary importance and are hereby adopted as the City of Kodiak's FY2015 State capital improvement project list:

1. Monashka Pumphouse Replacement

Funding Request: \$2,500,000

The Monashka pumphouse provides almost the entire water supply for the City of Kodiak's public water system, averaging 4.73 million gallons per day but can produce as much as 10 million gallons per day during peak fish processing seasons. The pumphouse was constructed in the early 1970s, and only limited changes have been made to the system since it was built. The two story concrete building houses an electrical room and four pumps of 1940s vintage for which parts are no longer made. Some repairs to the old pumps require specialty machining which is costly since parts are no longer manufactured. The electrical system and pump motor starts are inadequate and out-of-date. The building is structurally and seismically unstable with the separation of wall panel connections and floor and roof systems. Due to its rapid deterioration it cannot be upgraded and must be replaced. The City is prepared to move into design with construction in the spring of 2014, providing funding is secured. The total project is estimated at \$6.8 million. The project will be funded using local funds, a state legislative grant, Alaska Municipal Matching Grant (AMMG) funds, and a low interest drinking water loan. So far the City has secured \$2.7 million in funding. The City of Kodiak is requesting support from the State Legislature for \$2,500,000 in the event the City

is unable to receive this funding through the Department of Environmental Conservation's grant and loan programs.

2. E911 Replacement Equipment:

Funding Request: \$400,000

The City completed its new public safety building in 2010. One of the important aspects of the new facility is to continue to provide area-wide dispatch services and enhanced 911 (E911) service to the Kodiak area, including areas outside the City's corporate boundaries. The City completed a study in 2009 which advised replacement of the system. The study indicated that basic upgrades with future expansion capabilities will cost at least \$400,000. The current system is operable but replacement parts and service/maintenance agreements are no longer available due to the age of the system. The City has been unable to afford the full replacement costs or find grant funding to help offset the replacement costs. The City of Kodiak is requesting State funding assistance in the amount of \$400,000 to assist with the upgrade of this important public safety tool.

3. Shelikof Street Bulkhead Parking

Funding Request: \$1,650,000

In 2009, the City identified the need for pedestrian improvements from Pier II to downtown Kodiak to more safely accommodate pedestrian traffic and to improve facilities for local residents, workers, and businesses that use the pier, street, and access to the City's adjacent 250 slip boat harbor. The first phase of the project, construction of an ADA accessible sidewalk, improved lighting and parking, and utility relocates is under underway and will be completed in 2013. The City must plan and design the next parking improvement phase of this project, which is to construct a 30 space bulkhead parking area on the south side of Shelikof Street adjacent to St. Paul Harbor. The roadway area adjacent to the proposed bulkhead parking is dangerously congested. Due to lack of adequate parking, vehicles block walkways, equipment operates in the ROW, and access to businesses is often blocked, forcing pedestrians into the roadway. Construction of additional off-road parking will direct pedestrian traffic out of the congested roadway. The net increase in parking will benefit harbor users and retail businesses along Shelikof Street. It will provide improved and safer pedestrian access from Marine Way to the fish processors in the immediate area. Associated tasks for this phase of the project include geotechnical investigation, design, permitting, mapping, construction, improved lighting, and utility relocates. The City of Kodiak is requesting state funding assistance for planning, permitting, design, and construction in the amount of \$1,650,000 to construct this bulkhead parking project to enhance pedestrian and vehicle safety.

**4. Shelikof Street Pedestrian Improvements
Pier II to Downtown**

Funding Request: \$3,800,000

In 2009 the City of Kodiak started work to improve pedestrian and roadway improvements along Shelikof Street (Cannery Row) from Pier II to downtown Kodiak to more safely accommodate cruise ship passengers who walk along the street and to improve the roadway and parking facilities for local residents and businesses that use the highly congested street and pier year round. The first phase, construction of an ADA accessible sidewalk, improved lighting and parking, and utility relocates is scheduled to be completed in 2013. The City is wishes to plan the next phase of the project, which will carry pedestrian improvements further along Shelikof Street from Jack Hinkle Way to Marine Way. This phase includes a visitor shelter-information kiosk-public restroom facility at Pier II, rehabilitation of the sidewalk from Jack Hinkle Way to Marine Way, improved lighting, landscaping, benches, signage, redesign of existing on-street parking, a walkway along the harbor side of the street, and a scenic trail along the St. Paul Harbor breakwater. Additional tasks include permitting, ROW acquisition & mapping, geotechnical investigation, and utility relocates. The City of Kodiak is requesting state funding assistance in the amount of \$3,800,000 through the cruise ship excise tax fund for planning, permitting, design, and construction of this project for the community of Kodiak, its visitors, and residents.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Adopted:

**CITY OF KODIAK
RESOLUTION NUMBER 2013-02**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK
RESCINDING RESOLUTION NO. 2012-33 AND ADOPTING A REVISED FY2014
STATE CAPITAL IMPROVEMENTS PROGRAM LIST**

WHEREAS, the City of Kodiak uses a Capital Improvements Program planning process to identify the capital improvement project needs of the community; and

WHEREAS, this identification and planning process plays a vital role in directing the City's administration and is utilized as a long-range planning and policy setting tool for City infrastructure maintenance and enhancement; and

WHEREAS, the City of Kodiak is committed to paying its way to the greatest extent possible, but the cost of some of the City's capital project needs are greater than the resources available locally; and

WHEREAS, the Kodiak City Council previously adopted Resolution No. 2012-33 on October 25, 2012, which identified and prioritized the City's four primary capital improvement projects for submission to the Alaska State Legislature and Governor for funding consideration due to their significance and/or magnitude; and

WHEREAS, the City Council wishes to revise the FY2014 Capital Improvements Program List adopted by Resolution 2012-33 to reflect an additional capital request for FY2014.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska, that the following infrastructure replacement/improvement projects are considered of primary importance and are hereby adopted as the City of Kodiak's FY2014 State capital improvement project list:

1. Monashka Pumphouse Upgrades

Funding Request: \$5,700,000

The Monashka pumphouse provides almost the entire water supply for the City of Kodiak's public water system, averaging 4.73 million gallons per day but can produce as much as 10 million gallons per day during peak fish processing seasons. The pumphouse was constructed in the early 1970s, and only limited changes have been made to the system since it was built. The two story concrete building houses an electrical room and four pumps of 1940s vintage for which parts are no longer made. The building is experiencing separation of wall panel connections and floor and roof systems. Some repairs to the old pumps require specialty machining which is costly since parts are no longer made. The electrical system and pump motor starts are inadequate and out-of-date. The City has been working to identify the scope of the upgrades needed to this critical facility since 2009. The total project upgrades are estimated to be \$6.3 million. So far the City has utilized \$595,000 for the feasibility and

design of the needed upgrades. The City of Kodiak is requesting State funding assistance for completed design and replacement/upgrades of this facility in the amount \$5,700,000.

2. E911 Replacement Equipment:

Funding Request: \$350,000

The City completed its new public safety building in 2010. One of the important aspects of the new facility is to continue to provide area-wide dispatch services and enhanced 911 (E911) service to the Kodiak area, including areas outside the City's corporate boundaries. The City completed a study in 2009 which advised replacement of the system. The study indicated that basic upgrades with future expansion capabilities will cost at least \$350,000. The current system is experiencing unexpected failures and replacement parts and service/maintenance agreements are no longer available due to the age of the system. The City has been unable to afford the full replacement costs or find grant funding to help offset the replacement costs. The City of Kodiak is requesting State funding assistance in the amount of \$350,000 to assist with the upgrade of this important public safety tool.

3. Shelikof Street Bulkhead Parking

Funding Request: \$1,500,000

In 2009, the City identified the need for pedestrian improvements from Pier II to downtown Kodiak to more safely accommodate pedestrian traffic and to improve facilities for local residents, workers, and businesses that use the pier, street, and access to the City's adjacent 250 slip boat harbor. The first phase of the project, construction of an ADA accessible sidewalk, improved lighting and parking, and utility relocates is under underway and will be completed in 2013. The City must plan and design the next parking improvement phase of this project, which is to construct a 30 space bulkhead parking area on the south side of Shelikof Street adjacent to St. Paul Harbor. The roadway area adjacent to the proposed bulkhead parking is dangerously congested. Due to lack of adequate parking, vehicles block walkways, equipment operates in the ROW, and access to businesses is often blocked, forcing pedestrians into the roadway. Construction of additional off-road parking will direct pedestrian traffic out of the congested roadway. The net increase in parking will benefit harbor users and retail businesses along Shelikof Street. It will provide improved and safer pedestrian access from Marine Way to the fish processors in the immediate area. Associated tasks for this phase of the project include geotechnical investigation, design, permitting, mapping, construction, improved lighting, and utility relocates. The City of Kodiak is requesting state funding assistance for planning, permitting, design, and construction in the amount of \$1,500,000 to construct this bulkhead parking project to enhance pedestrian and vehicle safety.

4. Fire Apparatus Replacement

Funding Request: \$400,000

The City of Kodiak must replace its aging Fire Engine 3, a 1986 E-Once Cyclone Pumper that was purchased in 1986. Engine 3 has exceeded its recommended replacement schedule of 20 years by more than 5 years, and is showing problems in multiple areas, including the fire pump, chassis, cab, and motor. Due to its condition and recurring maintenance needs, it

must often be taken out of service. The three sided cab is no longer a recommended configuration due to the increased rollover safety standards, and Fire Department personnel cannot ride in the two back positions. When operational, Engine 3 is used as a "third out" response vehicle and may move up in a response category if the first and/or second response vehicles are out of service. The City of Kodiak needs this third engine response capability within the City limits and in response to local Mutual Aid agreements. The estimated cost to replace this engine is \$450,000, an amount that exceeds the City's resources. The City of Kodiak is requesting state funding assistance in the amount of \$400,000 with the remainder of the funds coming from local appropriations.

**5. Shelikof Street Pedestrian Improvements
Pier II to Downtown**

Funding Request: \$3,500,000

In 2009 the City of Kodiak started work to improve pedestrian and roadway improvements along Shelikof Street (Cannery Row) from Pier II to downtown Kodiak to more safely accommodate cruise ship passengers who walk along the street and to improve the roadway and parking facilities for local residents and businesses that use the highly congested street and pier year round. The first phase, construction of an ADA accessible sidewalk, improved lighting and parking, and utility relocates is scheduled to be completed in 2013. The City is wishes to plan the next phase of the project, which will carry pedestrian improvements further along Shelikof Street from Jack Hinkle Way to Marine Way. This phase includes a visitor shelter-information kiosk-public restroom facility at Pier II, rehabilitation of the sidewalk from Jack Hinkle Way to Marine Way, improved lighting, landscaping, benches, signage, redesign of existing on-street parking, a walkway along the harbor side of the street, and a scenic trail along the St. Paul Harbor breakwater. Additional tasks include permitting, ROW acquisition & mapping, geotechnical investigation, and utility relocates. The City of Kodiak is requesting state funding assistance in the amount of \$3,500,000 through the cruise ship excise tax fund for planning, permitting, design, and construction of this project for the community of Kodiak, its visitors, and residents.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Adopted: January 24, 2013



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MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimée Kniazowski, City Manager

Thru: Mark Kozak, Public Works Director

Date: October 8, 2013

Agenda Item: **Work Session Agenda Item #3, Discussion of Monashka Pumphouse Design Option**

SUMMARY: Monashka Reservoir and Pumphouse are the primary source of water for the City of Kodiak's public water system. Construction of the existing facility was in 1972. The feasibility study that evaluated the building to determine if it could be rebuilt was done in February of this year with the final report finished in April. The report recommended the building be replaced instead of rebuilt due to the multiple building deficiencies. As part of the second phase of the feasibility study, several potential locations and pump options were evaluated. The purpose of this meeting is for staff to provide an update on options for the new facility and to make a recommendation that provides the best option for the City long into the future. Staff is recommending the new pumphouse be built with 3 large electric pumps with a peak pumping capacity of 14 million gallons per day (MGD) plus an emergency diesel powered pump as backup during extended power outages. (The City's current peak water usage is 11.1 MGD and average daily water usage in 2012 was 5.20 MGD)

The total cost of this project, which was started in 2010, is estimated at \$6.8 million. That number includes the feasibility studies and other pre-design costs as well as construction. The high end construction cost estimate for this pumphouse with this capacity is \$4,690,000 and this is the number referenced here for funding purposes.

PREVIOUS COUNCIL ACTION:

- October 2010, Council approved contract with CH2MHill to complete the Monashka Pumphouse Upgrade Feasibility study
- December 2012, Council accepted an Alaska Municipal Matching Grant (AMMG) for \$420,000 that was transferred from the UV project to the Monashka design and construction project.
- January 2013, Council named Monashka Pumphouse project as the no. 1 City priority on City's FY14 state CIP list
- FY 2013, Council approved additional capital project funding for project in the amount of \$425,000
- February 2013, Council approved contract amendment with CH2MHILL for additional pre-design and design work on pumphouse project

OCTOBER 8, 2013

WS Agenda Item #3 Memo Page 1 of 5

- September 2013, Council adopted Resolution No. 2013-27 which formally accepts the FY 2014 legislative grant in the amount of \$500,000 for Monashka Pump House Upgrades.

DISCUSSION: During the feasibility study several options were discussed on where to place the new pump house, the number of pumps, and options for the pumps and type of building construction.

Location of the New Pump House: Staff and CH2MHill evaluated the possibility of removing the existing pump house structure to ground level and building off of the floor elevation, building east of the existing pump house or beside and northeast of the existing building.

- 1) Trying to remove the existing building and utilize the ground floor of the existing pump house was ruled out due to increased risk during construction as well as major complications of keeping full pumping capability during construction. Using either of the other locations leave the existing pump house and allows continued use of Monashka for most of the entire project. There would be two times during construction when Monashka would be offline and the community's water would be supplied by Pillar Creek. Each of these time periods are expected to be one to two week timeframes. The optimum time to utilize Pillar Creek would be during the spring snow melt. Once the new facility was constructed and tested the old pump house will be demolished and removed.
- 2) The proposed site to the east of the existing pump house was ruled out for one primary reason. This location would have required extensive rock removal in order to excavate the construction site. In order to make full use of the existing reservoir capacity it is important not to increase pump elevation above the reservoir outlet line. This location would have required approximately 12 to 14 feet of rock excavation for the entire building foot print.
- 3) The proposed site to the north east of the existing building would still require rock excavation but substantially less and allow the new pump house floor to match the existing pump elevation. This would retain the full use of reservoir capacity of 964 million gallons. This is the selected location that future planning work has been based on.

Pumps and Options: CH2MHill evaluated three basic pump configurations.

- 1) The first option was 2 large electric (450hp) pumps and a smaller (200hp) pump with one large diesel powered pump as backup. Further energy consumption evaluations and study of pump curve efficiency determined the smaller pump would not provide an energy savings over using variable frequency drive systems (VFD).
- 2) The second option is explained in a tech memo dated September 5, 2013 from John Hayes to Floyd Damron (attached). It says 2 large electric pumps and 1 large diesel powered pump for emergency backup could be used. Both large electrics would be on VFD systems. The VFD would allow the pumps speed and capacity to fluctuate according to what water needs are at the time. This would reduce the number of start cycles and reduce energy consumption over time. With this system the utility would meet the original design goal of 11 MGD using just two pumps. This matches the current pumping capacity.

OCTOBER 8, 2013

WS Agenda Item #3 Memo Page 2 of 5

Staff had a couple of concerns about dependability and repair times as well as length of time to get replacement parts and motors in the event of a failure. At certain times of the year it is critical to have full pumping capacity. We asked CH2MHill the following questions:

- 1) What would the cost difference be based on construction estimate to build the facility that would fit three large electric pumps. Below are the assumptions that CH2MHill used for the estimate. Their response is in bold..

4- pumps of equal pumping capacity (3820 gpm) 3- electric and 1 diesel VFD's for the electrically driven pumps

5-ft extension to the building to accommodate the third larger electric pump

Second floor construction to be CMU for security reasons

The cost of these changes adds approximately \$250k to the facility over our previous estimate.

- 2) Does the single 24 inch main line from Monashka to Pillar Creek have additional capacity if we were to add a third large electric.

This question is answered from an email from Floyd Damron. "If 3 new pumps were running at same time at full RPM the rate would be approximate 14 MGD at about 80% efficiency. This using the same pump impeller for all 3 pumps that we've selected for a 2 pump operation.

The 3 pump operation could be with 2 motor driven pumps and the Diesel engine driven pump or with 3 motor driven pumps and not using the Diesel engine driven pump".

Staff discussed what might happen if the new pumphouse was built with only two large electric pumps. The primary concern is that the loss of one of the electric pumps during peak water usage could create a situation where the only way to meet demand would be to supplement with the diesel powered pump. CH2MHill did a quick estimate and having to use the diesel would increase pumping cost by about 100%. This is based on fuel consumption alone. This was not studied in great detail.

Staff also looked at having a spare motor and VFD system provided at the pump house and felt it would be critical if there were only two electric pumps. The pumphouse currently has a spare motor and numerous times over the years staff has been able to replace a failed motor and be back on line within 24 hours.

Further discussion with CH2MHill about lead time for pumps of this size and motor or start system estimates approximately 12 to 14 weeks. With the long lead time for replacement of a pump, staff believes the system would be better having a third electric pump. This would allow for repairs without having to use the diesel powered pump as backup while still being able to meet current peak demand.

The option that staff is recommending is to build the new pumphouse using three equal sized, large electric, VFD driven pumps with a diesel powered pump of the same size as emergency backup for use

during extend power outages. This scenario provides for a pumphouse that can meet current peak water demand on a daily basis with two electric pumps. The third pump can be used if required and would allow a total daily capacity of 14 MGD. Staff is not sure what to expect over the next 50 years for water demand of the community, but feel it will be a lot easier to build this extra capacity and redundancy into the pumphouse now that have the need in 10 to 20 years and have to expand the facility at that time.

ALTERNATIVES: Staff feels there are two options as we move forward into final design.

- 1) Recommended option is build using three large electric pumps with all operation off of a VFD system, with a diesel powered pump of the same size as the electric for emergency pumping capability during extended power outages. This is the more costly options by approximately \$250,000 to \$300,000.
- 2) Build the pump house using two large electric pumps with all operation off of a VFD system. With a diesel powered pump of the same size as the electric for emergency pumping capability during extended power outages. This option is estimated to cost approximately \$250,000 to \$300,000 less than the recommended option. This option does not provide for any increase in water demand needs in the future. During peak water demands the only way to meet the water need in the event of a failure is to use Pillar Creek or diesel power at Monashka. The diesel power would be extremely cost prohibitive over even a short term need. Pillar Creek water quality and quantity is unreliable during long cold spells, dry weather or major rainfall events. KEA demand charges also make pumping from Pillar Creek more expensive for short periods of time.

FINANCIAL IMPLICATIONS: We have been actively working on funding for the replacement of the Monashka pump house since we started the feasibility study. The following table is a breakdown of funds that are in place or are approved and applications are in the works to get the funding transferred from the UV project to Monashka.

FY 2011	City Funds	\$225,000	
FY 2012	No Funds Added		
FY 2013	City Funds	\$425,000	
FY 2013	AMMG	\$420,000	Accepted Dec 2012
Total to date		\$1,070,000	
FY 2014	State Legislative grant	\$500,000	Accepted September 2013 by City Council
FY 2014	AMMG	\$503,548	This is from grant reduction of UV grant, portion of remaining funds
FY 2014	Alaska Drinking Water Loan	\$6,000,000	We have been approved to apply for up to \$6 million. The application

			has not been submitted yet.
FY 2014	AMMG	\$945,728.23? as of Pay Request #50	Transfer remaining UV Grant funds.
FY 2015	AMMG Questionnaire	\$2,495,452	Won't know until Dec 2013 if this funding makes Governor's budget. Award July 2014 if approved.

LEGAL: N/A

STAFF RECOMMENDATION: Staff recommends the new pumphouse be built with three electric pumps and a diesel powered emergency pump as back up. This provide for future system demand growth as well as full capacity matching our system today in the event of a single pump or motor failure.

ATTACHMENTS:

- Attachment A: Map of first possible location for new pumphouse
- Attachment B: Map of second possible location for new pumphouse
- Attachment C: CH2MHill estimated project construction cost @ 10% design, Sept 16, 2013
- Attachment D: CH2MHill memo on feasibility study review, Sept 10, 2013

First Possible Location New Monashka Pump House

KRAA FISH RACEWAY SALMON PROGRAM

FISH WATER OUTFALL

RECONSTRUCT EXISTING CULVERT

NEW YARD PIPING

FILL LIMIT

NEW MONASHKA CREEK PUMP STATION

NEW YARD PIPING

MONASHKA CREEK PUMP STATION

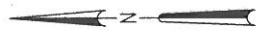
FF = 110.5

FF = 122.2

RECONSTRUCT EXISTING CULVERT

CUT LIMIT

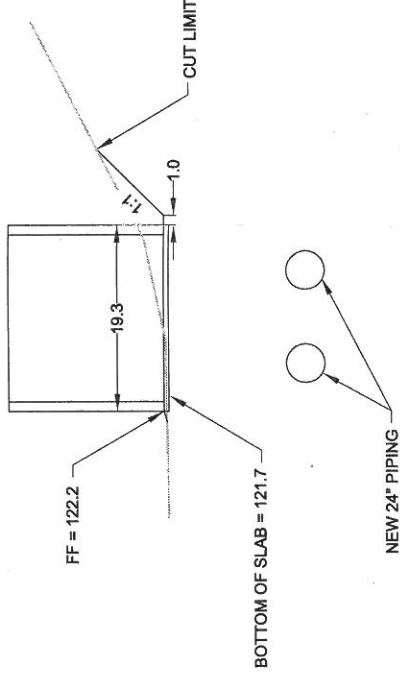
RELOCATED FUEL TANK BUILDING



GENERAL NOTES:

1. THE INFORMATION ON THIS DRAWING REPRESENTS THE RESULT OF A FIELD SURVEY CONDUCTED MARCH 2013 WITH SNOW 5'-3" OVER THE SITE AT THE TIME OF SURVEY AND CAN ONLY BE CONSIDERED AS INDICATING THE OVERALL CONDITIONS EXISTING AT THAT TIME.
2. SURVEY CONTROL BASIS OF HORIZONTAL AND VERTICAL DATUM - GOLDER/DOWL ENGINEERS SURVEY CONTROL PLANS - "MONASHKA CREEK DAM- STAGE II" SHEET G-101
3. PARTIAL EXCERPTS FROM "MONASHKA CREEK DAM- STAGE II" SHEET G-101:
HORIZONTAL CONTROL COORDINATES ARE NAD83 (1987.00) ALASKA STATE PLANE, ZONE 5, EXPRESSED IN U.S. SURVEY FEET.
VERTICAL CONTROL THE VERTICAL DATUM IS KODIAK 1964 PRE-EARTHQUAKE EXPRESSED IN U.S. SURVEY FEET, MILLW=0.00. THE BASIS OF ELEVATIONS IS BENCH MARK "HARBOR MASTER" SURVEYED BY BARR, HAVING ELEVATION OF 22.37 FEET PER CITY OF KODIAK ENGINEERS OFFICE.
4. SURVEY CONTROL BENCHMARK IS A 1.5" ALUMINUM CAP APPROX. 450' EAST OF THE EXISTING PUMPHOUSE ALONG THE GRAVEL ACCESS ROAD WITH THE FOLLOWING INFORMATION:
POINT #: 910
NORTHING: 1,407,061.67
EASTING: 1,941,319.63
ELEVATION: 141.94
5. THE ABOVE GROUND UTILITY STRUCTURES SHOWN ARE LOCATED BY FIELD SURVEY. THE UTILITY SYSTEMS LOCATIONS ARE BASED ON CITY OF KODIAK AND KRAA ORAL ACCOUNTS, CONSTRUCTION PLANS, AND AS-BUILTS. ADDITIONAL UTILITIES MAY EXIST AND THE LOCATION OF SUBSURFACE UTILITIES MAY DIFFER FROM THE LOCATIONS SHOWN WITHIN THIS SURVEY. NO "DETECTOR LOCATES" WERE PERFORMED FOR THIS SURVEY.

SECTION A-A



SCALE: 1" = 20' ft

12

For Reference Only SHEET

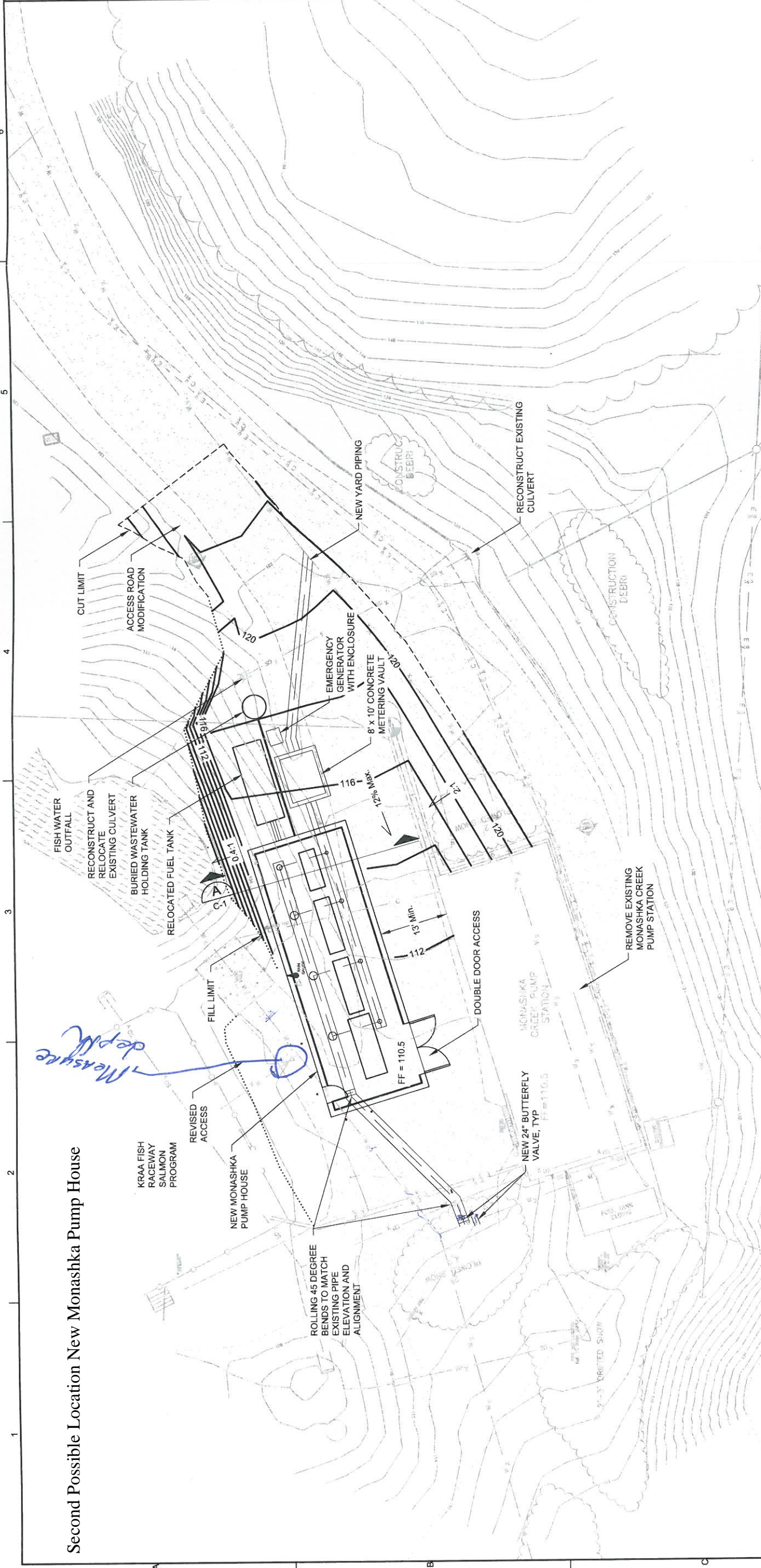
NO.	DATE	REVISION	BY	APVD

CITY OF KODIAK
MONASHKA PUMP HOUSE
FEASIBILITY STUDY & PRELIMINARY DESIGN
KODIAK, ALASKA

CH2MHILL

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
DATE: MARCH 2011
PROJ: 413108
DWG: 413108
SHEET

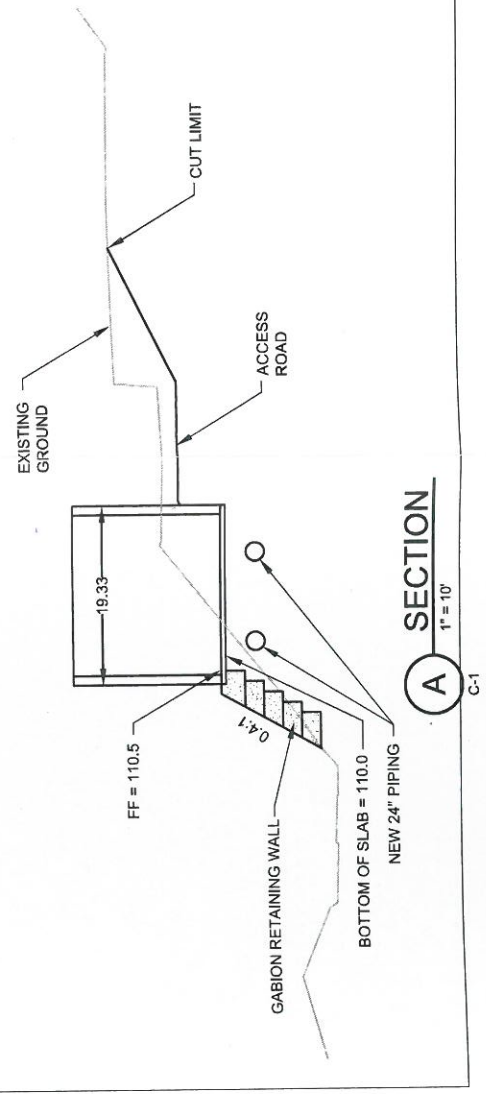
Second Possible Location New Monashka Pump House



GENERAL NOTES:

1. THE INFORMATION ON THIS DRAWING REPRESENTS THE RESULT OF A FIELD SURVEY CONDUCTED MARCH 2013 WITH SNOW .5'-3" OVER THE SITE AT THE TIME OF SURVEY AND CAN ONLY BE CONSIDERED AS INDICATING THE OVERALL CONDITIONS EXISTING AT THAT TIME.
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 THE VERTICAL DATUM IS KODIAK 1964 PRE-EARTHQUAKE, EXPRESSED IN U.S. SURVEY FEET, MLLW=0.00. THE BASIS OF ELEVATIONS IS BENCH MARK "HARBOR MASTER" SURVEYED BY BARR, HAVING ELEVATION OF 22.37 FEET PER CITY OF KODIAK ENGINEERS OFFICE
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SITE PLAN
1" = 10'



A SECTION
1" = 10'

NO.	DATE	REVISION	CHK	APVD

CITY OF KODIAK
 PRELIMINARY DESIGN
 KODIAK, ALASKA

SITE PLAN AND SECTION
 CIVIL

VERIFY SCALE	
BAR IS ONE INCH ON ORIGINAL DRAWING.	
DATE	MAY 2013
PROJ	470995
DWG	C-1
SHEET	X

REUSE OF DOCUMENTS: THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF CH2M HILL AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF CH2M HILL. © CH2M HILL 2004. ALL RIGHTS RESERVED.

MEMORANDUM

CH2MHILL

Estimated Project Construction Cost - Schematic Design (10%) Phase

Monashka Pump House

PREPARED FOR: Floyd Damron/ANC, Bud Alto/ANC

PREPARED BY: Craig Moore/SEA

DATE: September 16, 2013

PROJECT NUMBER: 470995

Purpose

The purpose of this memorandum is to document the cost estimating methodology and assumptions used in preparing the construction cost estimate for the proposed Monashka Pump House project. The basis of this cost estimate is summarized below:

Estimate Date:	September 16, 2013
Construction Cost Index (CCI) Number:	Seattle ENR CCI (May 2013) 9441
Estimate Type:	Schematic Design, Class 4 (10% Design)
Accuracy Level:	+30% to -20%

The following memorandum provides a description of the cost estimating methodology, overall costs, markups, assumptions, changes from the feasibility construction cost estimate, productivity rates, cost basis, and excluded costs.

Summary of Costs

The following is a summary of the estimate costs. The base construction cost shown includes mobilization, bonds, contingency and escalation. It does not include project costs such as design, administrative, legal, or services during construction. See the attached estimate for a breakdown of the costs included in the estimate.

	Low Range	Estimate Range	High Range
	-20%	Base Cost	+30%
Construction Estimate	\$2,890,000	\$3,610,000	\$4,690,000

Methodology

This cost estimate is considered a Schematic Design (Class 4) construction cost estimate. It is based upon the 15 percent design drawings dated May 2013, and design information provided by the engineer at the time of the estimate.

Where possible, a quantity takeoff was developed for all elements shown in sufficient detail in the design drawings or described in the report. For an item known to exist but not defined in the project drawings, the cost estimator applied an allowance based on estimator experience and consultation with the project engineer.

The final costs of the project will depend on actual labor and material costs at the time of bid, actual site conditions, productivity, competitive market conditions, final project scope, final schedule and other variable factors. As a result, the final project costs will vary from those presented herein. Because of these factors, funding needs must be carefully reviewed prior to making specific financial decisions or establishing final budgets.

Markups

Table 1 summarizes various markups applied to the cost estimate to develop the overall construction cost. Unit costs include contractor overhead and profit. Mobilization, contingency, sales tax, market factor and escalation are also applied to the bottom line totals.

TABLE 1
Markup Summary

Markup	Percentage
Contractor Overhead & Profit (In unit costs)	20%
Mobilization & General Conditions	20%
Construction Cost Estimate Contingency	30%
Escalation (Mid-Point Aug 2014)	6.31%
Market Conditions (allocated into unit costs)	0%

Assumptions

The following assumptions were used to develop the construction cost estimate:

General Assumptions:

1. Labor rates are based on the Alaska State Prevailing Wages as of April 2013.
2. The estimate assumes a 5-mile radius hauling distance to a quarry in the vicinity of Monashka Pump House site. All backfill materials are assumed to be imported materials. The estimate is based on the materials being available locally.
3. Site access for the contractor is adequate but the contractor staging area/laydown area at the site is limited.
4. The building contractor is assumed to be the prime contractor. They will self perform the concrete, steel, and building construction. The HVAC and electrical costs are based on the work being performed by a subcontractor. These costs include an addition 10% to 15% markup for the general contractor (GC). These markups are included in the unit prices.

5. The mid-point of construction is assumed to be Late June 2014 and is determined by CH2M HILL's proprietary escalation calculation which takes into account recent economic conditions, material pricing, and bid trends. Shut downs of the pump house are restricted to May and June.
6. The site is directly above the outfall from the reservoir. Temporary erosion and sediment control (TESC) measures are assumed to be required to keep runoff onsite. Currently the extent of the TESC is not known so the estimate contains an allowance until further engineering can be done.
7. In order to avoid or minimize rock excavation earthwork for the building is kept shallow. The estimate assumes that 50% of the trench excavation will be rock excavation. Rock excavation in trenches will be done by blasting using blasting mats then mechanically removed with an excavator.
8. The existing pump house will be demolished. The estimate is based on no hazardous materials being present in existing pump house. Building demolition will be placed in local landfill near site.
9. The existing 1,000 gallon diesel storage tank will be relocated to serve the new diesel engine drive standby pump.
10. The building structure does not include fire sprinklers.
11. The ground floor is 12" CMU walls over a 24" reinforced concrete slab on grade. The second floor is a concrete filled steel deck supported by W16 beams. The exterior walls of the second floor 8" CMU. Interior walls are 2"x4" stick frame with 5/8" GWB.
12. The roof is pre-engineered wood trusses, plywood sheathing and metal roofing panels.
13. Small diameter building piping is determined on a \$/square foot basis as determined from the Marshall & Swift Building Valuation estimating resource.
14. The second floor will normally only be heated enough to prevent freezing and keep out moisture. Unit heaters will be used for heating and can be turned up when the building is occupied. The second floor only needs enough heat to prevent freezing. Other HVAC items are priced with a lump sum allowance based on the estimator's best judgment.
15. The electrical items have not been itemized yet and have been cost by on \$/sf basis.
16. The grounding consists of a 4/0 ground, ground rods every 20 feet, and two test points.
17. Office furnishing has been included in the construction estimate.
18. Power panels, control panels, and other large pieces of electrical equipment have been itemized within the estimate. Equipment power connections and wiring have been priced with an allowance based on estimator's best judgment.

19. Plant communication will consist of a 40' steel pole, a cell radio based remote telemetry unit (RTU), an enclosed emergency battery, cell phone antenna and a photovoltaic cell mounted near the top of the pole. Ethernet and power cable will be installed between the electrical room and the RTU cabinet.

Productivity Rates

The following assumptions were used in determining the Productivity Rates:

1. Contractor production rates for installation of standard items are taken from RS Means or are per the RS Means database and have been modified to reflect a six 10 hour day work week.
2. For equipment installation or non-standard items, production rates are per the cost estimator's best judgment based on experience and consultation with the design engineer.

Cost Basis

Various sources of cost data were used to develop this construction cost estimate. Construction costs were taken from RS Means Construction Cost Data. When applicable, recent bid tab information was used to establish costs for bid items. Other item costs were determined from the engineer's experience.

Quotes were received on the following pieces of equipment:

- The Aurora pump & VFD quote was from Northwest Pump & Equipment Co.
- The Krohne Environmag Magnetic flow meter cost was per Instrumart.com.

Excluded Costs

Total project cost estimate do not include land acquisition (ROW) costs, hazardous materials mitigation, permitting, operations & maintenance costs or the client's financial, legal or administration costs.



CH2MHILL

CH2M HILL
949 East 36th Avenue, Suite 500
Anchorage, Alaska 99508
Tel 907-762-1500
Fax 907-762-1595

September 10, 2013

Mr. Mark Kozak
Public Works Director
CITY OF KODIAK
2410 Mill Bay Road
Kodiak, AK 99615

RE: Monashka Pump House Feasibility Study Review

Dear Mark:

CH2M HILL is in receipt of the various review comments from the City of Kodiak regarding design review of the Monashka Pump House Feasibility Study and have the following responses for your consideration.

1. Page 4-1, the fish rearing facility is both private and State. I think this is important to correct since the ADEC might question this.

Response: Thank you for the clarification. This change will be incorporated.

2. Page 4-3, Codes and Standards. Amendments of the Alaska State Fire Marshal's Office, need to include "local amendments" They are in Chapter 14 of the City Code. This was recently adopted. The Code can be found on the City web site under City Charter and Codes.

Response: Thank you for the clarification. This change will be incorporated.

3. Page 4-8, Under pumps, it says the two large pumps will operate in parallel. It says the smaller pump would not operate in parallel with the larger pumps. We are not clear what this means?

Response: The smaller pump was to be used for lower flow requirements when the fish processors are not operating or only doing minimal processing. We initially believed the efficiency of the smaller pump at low flows would reduce energy costs for the City. After further review, (see attached memo from John Hayes) we do not believe there will be significant cost savings by incorporating the smaller pump. The larger pumps will be fitted with variable frequency drives (VFD's) to limit the number of motor starts and provide flow control. The VFD's will allow the full range of flows required by the City at high efficiencies.

Can you give us an idea of the range of gpm for the variable frequency drive pump? For example would it effectively handle a 2,800 gpm flow?

Response: Please see the attached memo from John Hayes. Yes, the larger pump with the VFD will effectively provide the 2,800 gpm flow.

The reduced head on the smaller pump does not seem adequate for the elevation change from Monashka to Upper? We're not sure what this is about.

Response: Please see the attached memo from John Hayes. After further evaluation we do not believe the smaller pump is required for the new pump facility.

Page 4-9, Equipment Hoisting, it is critical that all load limits be clearly marked on the lift system. As well the engineering paper work to show the load limits needs to be in a document that can be located on the wall. OSHA is very strict about this issue and we have had problems on all of the older lifting systems because of not have this paper work.

Response: Load limits will be clearly marked on the lift system and the required documentation will be provided for display at the new facility.

4. Page 4-13, Electrical, Control and Special Systems: In general I have had discussions with Jim Devlin in the past about lightening arrestors on the system. He did not feel that would provide the protecting the system needed. I did not understand most of this section but wanted to make sure that additional protection for lightening strikes or severe voltage issues is provided on our side of the system.

Response: We understand and respect Mr. Devlin's opinion. The likelihood of experiencing lightning in Kodiak is remote, however, the impact if it were to occur again could be extensive and expensive. We believe the cost associated with the installation of lightning arrestors at the pole top riser and on the medium voltage bushings of the pad mount transformer are very reasonable in comparison. The plan is for the project to cover the cost for a qualified exterior line contractor to install the arrestor at no cost to KEA.

5. Under current operating conditions we see a month demand charge between \$1,300 and \$3,900 a month depending on what combination of pumps we use. I have a fellow come through a few years ago trying to get us to purchase I believe some capacitors or something like that. He said it would dramatically reduce that peak that creates the demand charge. I had discussed the demand charge with Jim Devlin

at KEA to try and get an understanding of what it is. It is based on the highest 15 minute of power usage that is recorded by the meter during the month.

Response: The installation of capacitors at this facility will not reduce the monthly utility bill at this time, reference KEA Utility rate schedule. The use of variable frequency drives (VFDs) to start and operate motor loads will result in no motor starting inrush current which will significantly reduce the monthly demand charge. Recommend changing all motor starters to VFDs in an effort to reduce the monthly demand charge.

6. Page 4-14, 3. Facility Emergency Power System, What is the advantage of using a battery system and DC generator rather than a small AC power plant that could run a few lights like we have now. My concern with the batteries is a constant cost for maintenance and replacement.

With the small generator we have now we can use it for lights when needed and cost and maintenance are very minimal.

Response: The disadvantage of using an AC generator to backup critical systems such as CCTV, intrusion detection, communications and emergency egress lighting is that these critical functions are not operational when the utility supply is disrupted. In addition, if for whatever reason, the AC generator fails to start, critical facility systems will be inoperable until maintenance personnel can be mobilized. Installation of a battery plant ensures that these critical systems remain operational during a disruption of utility power and while maintenance personnel are enroute in response to the DC generator failure to start.

7. Page 4-15, Proposed Communication System: Hap is not back from vacation so we need to discuss this in detail with him. Can you explain what the Cat 6 means?

Response: "Cat 6" stands for category 6 communications cable. Cat 6 cable is typically installed in modern facilities for telephone and data communications.

8. Sheet C-1, did not see note about relocation of the fish valve line and the northwest corner of the building.

Response: If the existing line is currently buried over six feet deep, it will not need to be relocated. This information needs to be verified.

9. Sheet E-2, the electrical room is high up a set of stairs and access is through two man door size entrances. My concern is replacement of any of the major components and how they can be removed and replaced. At the UV project the electrical room has a

set of double doors and quite a few of the components need a larger entrance if they need to be replaced. Perhaps a set of double size doors could be installed and items within the room could be located so when unit replacement is required they could be lifted with a boom truck in or out of the room.

Response: Double doors will be provided on the upper level to provide access to the electrical equipment for replacement of components.

10. Is it possible to consider switching the upper floor layout and build a retaining wall similar to what we have now? This would allow the electrical room to have ground level access which would make any future maintenance issues simple.

Response: The proposed location of the new pump house does not lend itself to the "daylight basement" configuration. We believe having the electrical room above any potential water contact is a good practice.

It is planned for Floyd to have a discussion with City personnel when he is in Kodiak next week regarding the number and size of pumps. It may be that the city would like to add a third electrically driven pump or to house a spare motor for purposes of redundancy. The additional pump will require the building to be larger which is challenging at this location but doable. Please note that the diesel pump is technically acceptable for use as a back-up for the electrically driven pumps not only during power outages but during periods when an electrically driven pump is down for maintenance. However, the operational costs of the diesel pump is substantially higher than the electrically pumps and this should be considered by the city during the decision process for determining the number of pumps to include in the project. We look forward to you continued input on this project.

Sincerely,

CH2M HILL



Bud Alto, P.E.
Senior Project manager

Monashka Pump House: Pump Selection and Sizing

TO: Floyd Damron and Bud Alto/CH2M HILL

COPIES:

FROM: John Hayes/CH2M HILL

DATE: September 5, 2013

PROJECT NUMBER:

The purpose of this technical memorandum is to discuss and clarify the pump selections for the new pump house.

BACKGROUND

The existing Monashka Pump House is located at the base of Monashka Creek Dam. The pumps draw water from the Monashka reservoir and convey the water to the Upper Reservoir which is located near the water treatment facilities. Water from Upper Reservoir supplies the City of Kodiak's (City's) potable water system.

Monashka Creek reservoir houses three electric, motor-driven pumps. A fourth diesel-engine-driven pump serves as an emergency backup for use during power outages. The existing pumps and motors are nearing the end of their useful life, so the City is planning on replacing these pumps with new pumps in a new pump house near the existing pumping facility.

PREDESIGN PUMP SELECTION

Originally, CH2M HILL worked with several pump suppliers (Goulds, Fairbanks Morse, and Aurora) to select new pumps for the Monashka Creek Pump House to provide the wide range of flows required to meet the City's water supply demands. This preliminary work resulted in the recommendation to provide two new, large, electric-motor-driven pumps and one engine-driven pump all of the same size (3,820 gallons per minute [gpm]). The recommendation also included installation of a single, smaller pump (2,000 gpm) to provide the flows on the low end of the City's demands.

As the project developed, CH2M HILL added a variable frequency drive (VFD) on both of the larger pumps to provide more flexibility (in terms of pumping rate and pump operating hours) in the overall pump house operation.

The decision to use variable frequency drives (VFDs) on the two large pumps required a review of the pump selection criteria and variable speed pumping performance in order to implement the new equipment at high pumping efficiency.

A maximum pumping capacity of 11 million gallons per day (MGD) (7,634 gpm) is the required peak flow, which is to be provided by the two large, electric-motor-driven pumps operating in parallel. Based on this operating scenario and the use of VFDs, the pumps are selected to each produce 3,820 gpm at 340 feet of head. They will operate at 1,700 revolutions per minute (rpm) with an efficiency of 81 percent. Full speed for the pumps is 1,775 rpm; therefore, the pumps will be operating at slightly less than full speed at peak flow.

Any of the large pumps operating alone will produce approximately 5,200 gpm at 280 feet of head at 67 percent efficiency at full RPM. However, with the VFD, the pump can be operated at a lower speed to provide higher efficiency pumping. At a reduced speed of approximately 1,425 rpm, one pump will produce 3,350 gpm at 334 feet of head at 80 percent efficiency. This should be considered the 'design operating point' for single-pump operation. If more flow is ever needed from a single pump, the capacity will be available.

If the speed were reduced further to 1,250 rpm, a low flow of 1,800 gpm at 80 percent efficiency can be achieved. The large pumps can operate at a reduced speed as low as 1,190 rpm and produce 850 gpm, although at this low speed, the efficiency drops to about 60 percent.

With the addition of VFDs for the two larger pumps and subsequent ability to reduce the pump speed and meet the low-flow demands, we have concluded there is no longer a need for the smaller 2,000-gpm pump.

The City provided data shows the minimum flows from several recent months as follows:

Month	Low-flow Rate
August 2012	3,070 gpm
March 2013	2,426 gpm
May 2013	2,576 gpm
June 2013	2,627 gpm

Based on these numbers, the pumping capacity of the larger pumps operating at reduced speeds will have an efficiency of 82 percent.

The engine-driven pump will be provided with the same size pump as the electric-motor-driven pumps, allowing this pump to serve as a backup during electrical power outages. During a power outage, this engine-driven pump should operate at 1,425 rpm and produce 3,350 gpm to be most efficient, unless more water is needed to meet City demands.

The second large pump with a VFD drive provides 100 percent redundancy for a single-pump operation, and when both of the electric-motor-driven pumps are operating in parallel, the engine-driven pump provides redundancy in case of power loss.

RECOMMENDATION

As a result of the updated review of the pump house demands and the use of VFDs for the two large pumps, we recommend that the new pump house contain three large pumps, each with a capacity of 3,820 gpm at 340 feet total dynamic head (TDH). Two pumps should be provided with electric-driven motors and VFDs, and one pump should be driven with a diesel engine. One of these pumps operating at reduced speed or two pumps operating in parallel can cover the full range of pump station flows at an efficiency of at least 80 percent. The smaller pump that was initially proposed is no longer necessary to provide the flow ranges required by the City.

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REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, ALASKA
REGULATORY DIVISION
P.O. BOX 6898
JBER, ALASKA 99506-0898

SEP 03 2013

Regulatory Division
POA-2013-197

Kodiak Maritime Museum
Attention: Mr. Toby Sullivan
Post Office Box 1876
Kodiak, AK 99615

Dear Mr. Sullivan:

Enclosed are two copies of Department of the Army permit POA-2013-197, St. Paul Harbor, which would authorize the discharge of 820 cubic yards of fill material into 0.04-acre below the High Tide Line of St. Paul Harbor in order to install the Thelma C fishing boat historic exhibit. The proposed project is located within Section 32, T. 27 S., R. 19 W., Seward Meridian; USGS Quad Map AK-KODIAK D-2; Latitude 57.7865., Longitude -152.4077.; in Kodiak, Alaska. It has been assigned number POA-2013-197, St. Paul Harbor, which should be referred to in all correspondence with us.

The Alaska Department of Environmental Conservation has waived the Water Quality Certification pursuant to Section 401 of the Clean Water Act for your project.

Additionally, we have enclosed a Notification of Administrative Appeal Options and Process and Request for Appeal form regarding this Department of the Army Permit (see section labeled "Initial Proffered Permit").

If you accept the conditions of the enclosed permit, please sign and date both copies and return them to us, along with your \$10.00 permit fee. Your check or money order should be made payable to FAO, USACE, Alaska District. The permit will not be valid until we have returned a finalized copy to you. This is not an authorization to commence construction. No work is to be performed in St. Paul Harbor until you have received a validated copy of the permit.

Nothing in this letter shall be construed as excusing you from compliance with other Federal, State, or local statutes, ordinances, or regulations which may affect this work.

Please contact me via email at Roberta.K.Budnik@usace.army.mil, by mail at the address above, by phone at 907-753-2785, or toll free from within Alaska at (800) 478-2712, if you have questions. Please visit our website at: www.poa.usace.army.mil/Missions/Regulatory, for additional information.

Sincerely,

Roberta K. Budnik
Regulatory Specialist

Enclosures

DEPARTMENT OF THE ARMY PERMIT

Permittee: Kodiak Maritime Museum

Permit No.: POA-2013-197, St. Paul Harbor

Issuing Office: U.S. Army Engineer District, Alaska

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: Discharge 820 cubic yards of fill material into 0.04-acre below the High Tide Line (+10.7') of St. Paul Harbor in order to install a historic wooden fishing boat, the Thelma C. The proposed project is located at a site within the St. Paul Harbor previously developed and utilized as a boat maintenance grid. Work would include the removal of the remaining portions of the grid, modification of the bank to create a level area for the boat, and construction of an open air, steel and glass pavilion to shelter the boat. The proposed project would require the excavation of 420 cubic yards of material from 0.02-acre below the Mean High Water line (+7.6'). Depending on site conditions, the boat grid would be removed by either an excavator with a thumb, or with a vibratory hammer.

All work will be performed in accordance with the attached plan, sheets 1-4, dated March 25, 2013.

Project Location: Section 32, T. 27 S., R. 19 W., Seward Meridian; USGS Quad Map Kodiak D-2; Latitude 57.7865° N., Longitude 152.4077° W.; in Kodiak, Alaska.

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on **August 31, 2018**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. Placement of fill below the High Tide Line (+10.7') and removal of the old boat grid shall be limited to low tidal periods when the project area is dewatered.
2. During any and all in-water work, an observer for Northern sea otters and Steller's eiders shall be present. The observer shall follow the U.S. Fish and Wildlife's observer protocol titled "Monitoring the 'hazard area'" which is enclosed with this permit.
3. Appropriate and effective erosion and sedimentation control measures shall be implemented and maintained before, during, and after construction (as necessary). All filled areas shall be stabilized to prevent erosion, and control measures shall not be removed until those areas are stabilized.
4. Fill material shall consist of clean fill, free of unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.), and free of toxic pollutants.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, State, or local authorization required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

- a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
- c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.



TOBY SULLIVAN, EXECUTIVE DIRECTOR
(PERMITTEE) AND TITLE

9/16/2013
(DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.



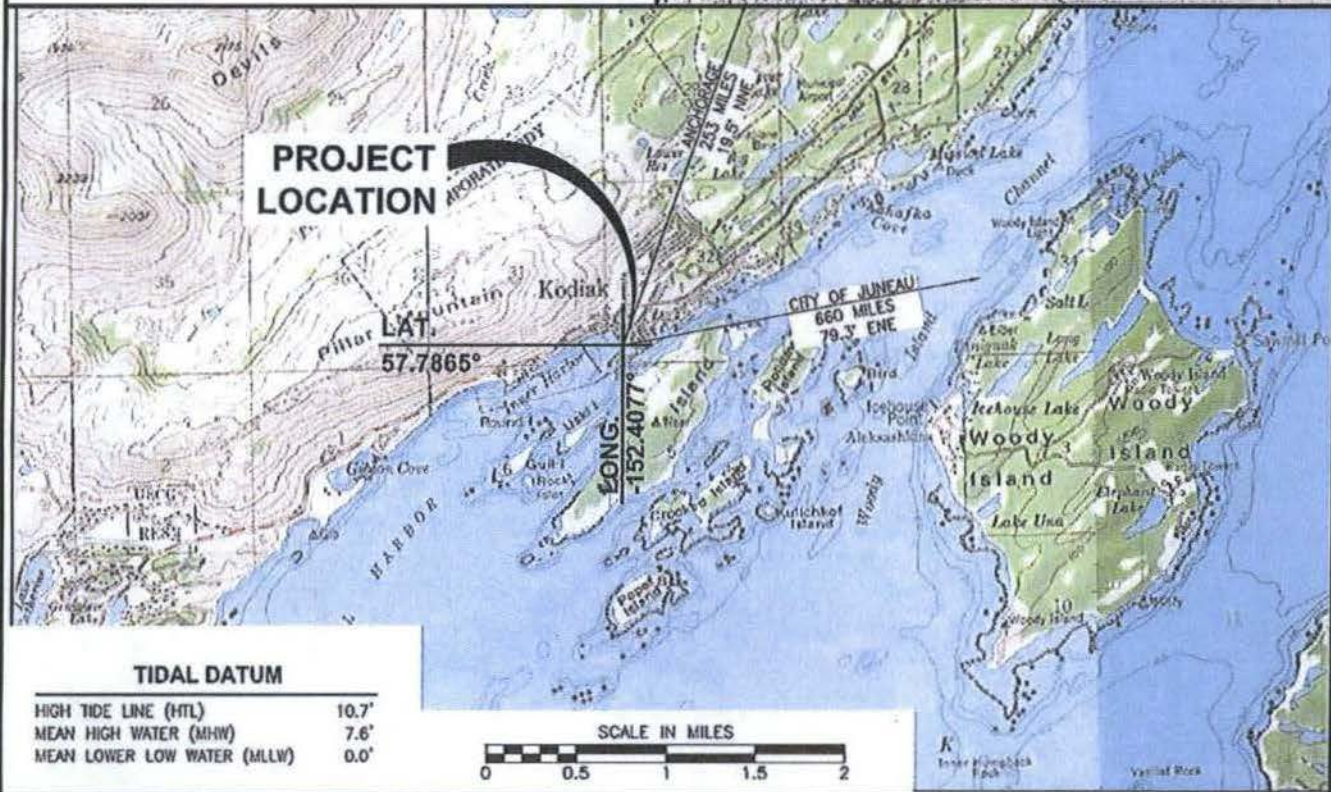
FOR (DISTRICT COMMANDER)
Colonel Christopher D. Lestochi
Mary Romero, Acting Team Leader
South Branch, Regulatory Division

18 Sept 2013
(DATE)

When the structures or work authorized by this permit are still in existence at the time the property is transferred the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions have the transferee sign and date below.

(TRANSFEREE)

(DATE)



PROPOSED ACTIVITY:
 CONSTRUCT NEW MUSEUM
 EXHIBIT FOR THELMA C WITHIN
 THE SMALL BOAT HARBOR

DATUM: 0.0' MLLW

PROJECT LOCATION:
 SEC. 32, T27S, R19W, S.M.
 LAT.: 57.7865' LONG.: -152.4077'

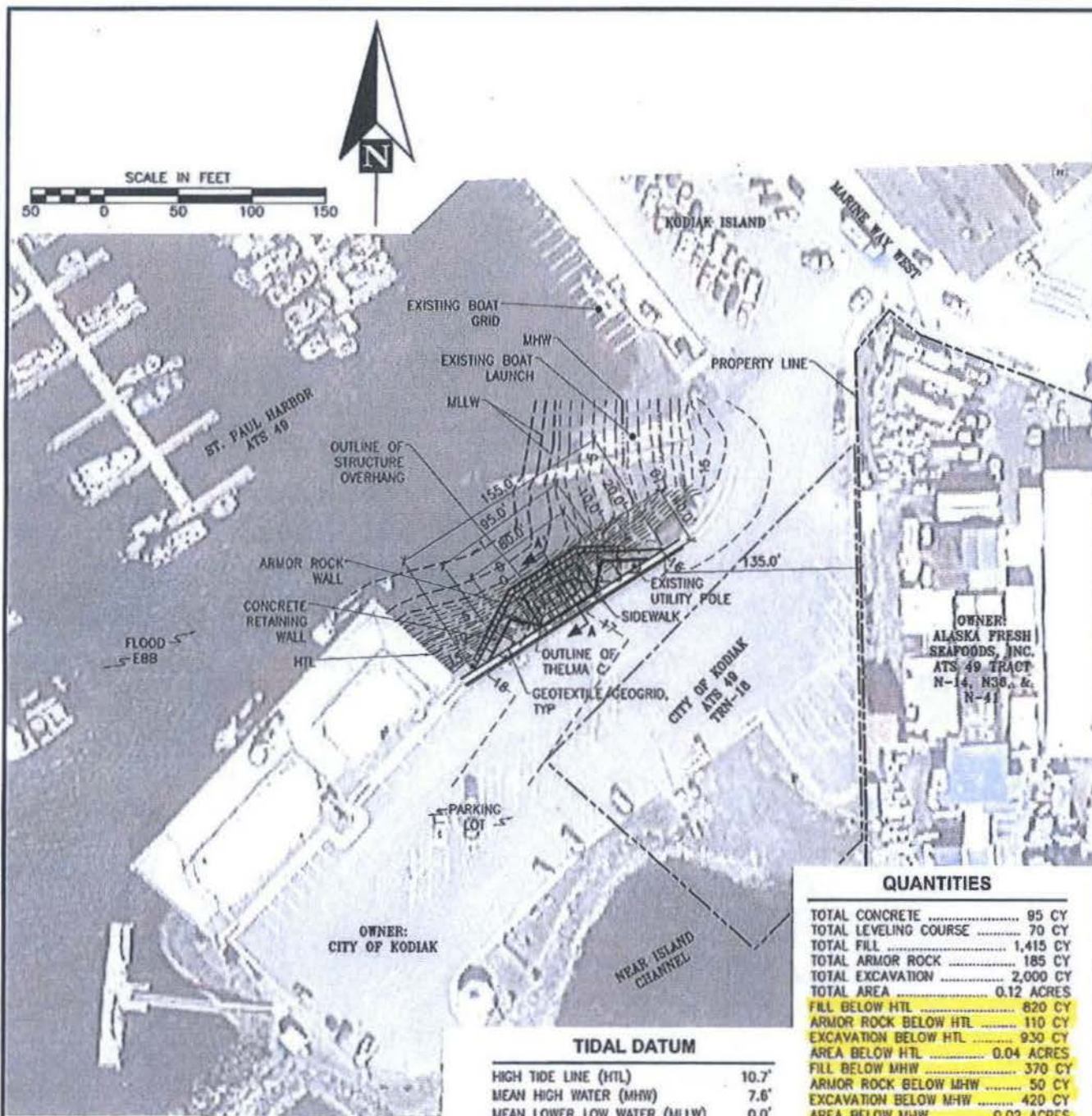
**VICINITY MAP AND
 PROJECT LOCATION**

KODIAK MARITIME MUSEUM
 P.O. BOX 1876
 KODIAK, ALASKA 99615

**THELMA C
 EXHIBIT**

ON: KODIAK ISLAND, AK
 AT: ST. PAUL HARBOR

3/25/2013



QUANTITIES	
TOTAL CONCRETE	95 CY
TOTAL LEVELING COURSE	70 CY
TOTAL FILL	1,415 CY
TOTAL ARMOR ROCK	185 CY
TOTAL EXCAVATION	2,000 CY
TOTAL AREA	0.12 ACRES
FILL BELOW HTL	820 CY
ARMOR ROCK BELOW HTL	110 CY
EXCAVATION BELOW HTL	930 CY
AREA BELOW HTL	0.04 ACRES
FILL BELOW MHW	370 CY
ARMOR ROCK BELOW MHW	50 CY
EXCAVATION BELOW MHW	420 CY
AREA BELOW MHW	0.02 ACRES

TIDAL DATUM	
HIGH TIDE LINE (HTL)	10.7'
MEAN HIGH WATER (MHW)	7.6'
MEAN LOWER LOW WATER (MLLW)	0.0'

PROPOSED ACTIVITY:
 CONSTRUCT NEW MUSEUM
 EXHIBIT FOR THELMA C WITHIN
 THE SMALL BOAT HARBOR

DATUM: 0.0' MLLW

PROJECT LOCATION:
 SEC. 32, T27S, R19W, S.M.
 LAT.: 57.7865' LONG.: -152.4077'

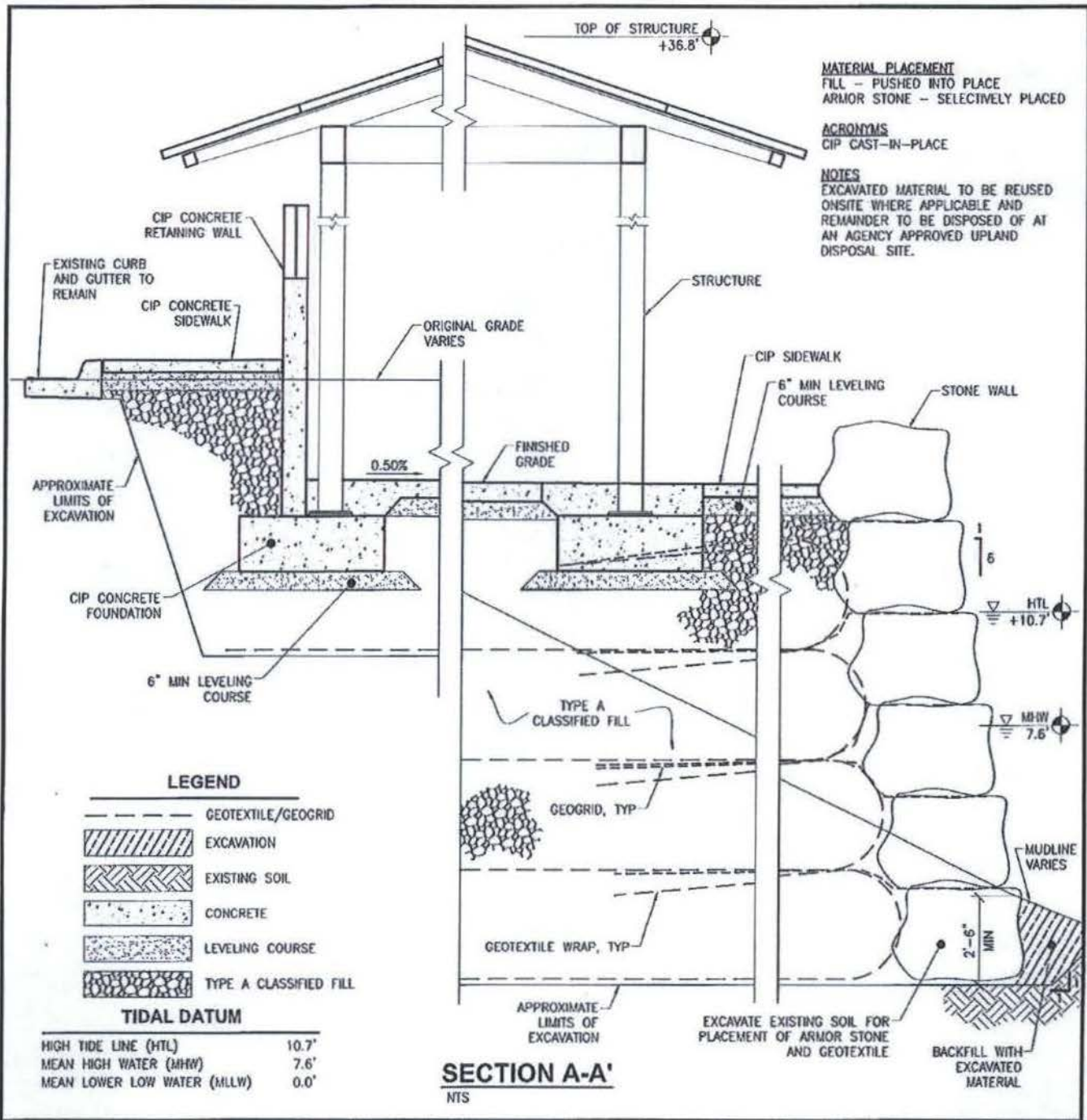
SITE PLAN

KODIAK MARITIME MUSEUM
 P.O. BOX 1876
 KODIAK, ALASKA 99615

**THELMA C
 EXHIBIT**

ON: KODIAK ISLAND, AK
 AT: ST. PAUL HARBOR

3/25/2013



PROPOSED ACTIVITY:
 CONSTRUCT NEW MUSEUM
 EXHIBIT FOR THELMA C WITHIN
 THE SMALL BOAT HARBOR

DATUM: 0.0' MLLW

PROJECT LOCATION:
 SEC. 32, T27S, R19W, S.M.
 LAT.: 57.7865° LONG.: -152.4077°

**TYPICAL
 SECTIONS**

KODIAK MARITIME MUSEUM
 P.O. BOX 1876
 KODIAK, ALASKA 99615

**THELMA C
 EXHIBIT**

ON: KODIAK ISLAND, AK
 AT: ST. PAUL HARBOR

3/25/2013

Thelma C Exhibit Pavilion
Kodiak Maritime Museum
Project Description

This project involves the construction of an open air pavilion and site improvements for the display of the "Thelma C" – a historic wooden fishing boat.

The "Thelma C" is one of a number of vessels commissioned by the USDA after the 1964 earthquake to mitigate losses incurred by many of Kodiak's fishing families. The Kodiak Maritime Museum has undertaken restoration of the boat with the goal of installing it as an outdoor interpretive exhibit on the Kodiak waterfront in time to commemorate the 50th anniversary of the event.

The project is located on a shoreline bank within St. Paul Harbor in Kodiak at a site previously developed and utilized as a boat maintenance grid. Work includes removal of the remaining portions of the grid, modification of the bank to create a level area to display the boat, and construction of an open air steel and glass pavilion to shelter the boat.

The site abuts a concrete sidewalk and asphalt parking lot adjacent to the existing boat launch. The elevation of the sidewalk is approximately 17'-6" above mean low low water. The existing bank is grass covered earth with an approximately 2:1 slope. The former maintenance grid is constructed parallel to the bank and extends away from shore to a point approximately 1' above mean low low water.

The boat will be displayed parallel to the bank on a crib secured to a level concrete plaza located approximately 3-4 feet below the elevation of the existing sidewalk. A cut and fill approach will be used to create the plaza with installation of a rip rap retaining wall on the water side and a concrete retaining wall on the shore side adjacent to the sidewalk. The concrete retaining wall will extend above the sidewalk as a guardrail and the rip rap will extend away from shore approximately the same distance as the former grid. Ramps will connect the existing sidewalk to the plaza allowing the visitor to circulate around the boat and view it from both above and below the boat's waterline.

Impact on the navigable water way will be minimal as the entire structure including the rip rap retaining wall is above mean low low water. The change from the existing condition is essentially none as the new construction takes the place of the former grid which will be removed.

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Kodiak Maritime Museum	File Number: POA-2013-197	Date: 09/10/13
Attached is:		See Section below
X	INITIAL PROFFERED PERMIT (Standard Permit or Letter of Permission)	A
	PROFFERED PERMIT (Standard Permit or Letter of Permission)	B
	PERMIT DENIAL	C
	APPROVED JURISDICTIONAL DETERMINATION	D
	PRELIMINARY JURISDICTIONAL DETERMINATION	E

THIS REQUEST FOR APPEAL FORM MUST BE RECEIVED BY: 11/09/12

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at http://www.usace.army.mil/CECW/Pages/reg_materials.aspx or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the District Engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the District Engineer. Your objections must be received by the District Engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the District Engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or, (c) not modify the permit, having determined that the permit should be issued as previously written. After evaluating your objections, the District Engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the District Engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the Division Engineer. This form must be received by the Division Engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the Division Engineer. This form must be received by the Division Engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION (JD): You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the Division Engineer. This form must be received by the Division Engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the Preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also, you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

In order for a Request For Appeal to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 CFR Part 331.5, and that it has been received by the Division Office within 60 days of the date of the Notice of Appeal Process. It is not necessary to submit a Request For Appeal form to the Division office if you do not object to the decision.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process please contact:

Roberta K. Budnik
Alaska District Corps of Engineers
CEPOA-RD-S
P.O. Box 6898
JBER, AK 99506-0898
(907) 753-2785
(800) 478-2712 (toll free in AK)

If you only have questions regarding the appeal process you may also contact:

Commander
USAED, Pacific Ocean Division
ATTN: CEPOD-PDC/Cindy Barger
Building 525
Fort Shafter, HI 96858-5440

To submit this form, mail to the address above

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15-day notice of any site investigation, and will have the opportunity to participate in all site investigations.

_____	Date:	Telephone number:
Signature of appellant or agent.		



**Anchorage Fish and Wildlife Field Office
Observer Protocols for
Pile Driving, Dredging and Placement of Fill
Draft August 7, 2012**

Contact: Kimberly Klein
907-271-2066, Kimberly_Klein@fws.gov



Northern sea otters (*Enhydra lutris kenyoni*) may be harmed by noise from pile driving and other activities. Steller's eiders (*Polysticta stelleri*) are unlikely to be in the project area between April 16 and November 14; work should be scheduled to occur during this time to avoid impacts. However, if present, Steller's eiders may also be harmed by noise. Impacts from noise are likely to be avoided if it is confirmed that otters and eiders are not present within a "hazard area" near the source of the noise. The "hazard area" is defined here as the area in which noise levels from construction activities are expected to exceed threshold noise levels that cause harm. Table 1 specifies the size of the hazard area for dredge and fill activities and pile driving. The use of one or more observers to "clear" the hazard area is an effective means to assure that no Steller's eiders or sea otters will be harmed. The observer is responsible for communicating the presence of one or more Steller's eider or sea otters in the hazard area to the construction operators, and halting work until the animal voluntarily leaves the area. To "clear" the area means to verify no listed species are present; no action may be taken to disturb otters or eiders, move them away, or discourage their use of an area.

Because there has been no research conducted to establish noise thresholds for sea otters or Steller's eiders, we used noise thresholds established by the National Marine Fisheries Service National Marine Fisheries Service [NMFS] for pinnipeds to guide development of hazard areas. NMFS determined that thresholds for Level A Harassment (injury) and Level B Harassment (disturbance) would be reached for pinnipeds under the following scenarios (NOAA 2005; NOAA 2006; NOAA 2008; NMFS 2009, Southall et al. 2007; full citations are available upon request):

- Level B Harassment due to airborne noise: 100 dB re: 20 μ Pa;
- Level B Harassment due to underwater noise: 120 dB re: 1 μ Pa for vibratory pile driving;
- Level B Harassment due to underwater noise: 160 dB re: 1 for impact pile driving;
- Level A Harassment due to underwater noise: 190 dB re: 1.

The U.S. Fish and Wildlife Service (Service) recommends the size of the hazard area be established according to Table 1. The hazard area includes all marine areas below mean high tide (MHT) within a specified radius around the source of the noise. Areas blocked by points of land or shoreline contours are not included in the hazard area, but a 10° buffer outside of these areas should be included (see Figure 1).

The distances identified in Table 1 represent the minimum hazard area radii needed to ensure that the typical maximal sound production levels reached during specified activities attenuate to levels below those expected to cause injury. The Service estimates these thresholds to be **110 dB re: 20 μ Pa for airborne noise, and 183 dB re 1 μ Pa²-sec cumulative SEL for underwater noise**. These distances include a buffer for protection against injury due to cumulative sound exposure.

Table 1. Hazard area radii for specified activities, based on typical maximal sound levels generated during pile driving, dredging and fill placement activities¹.

Activity	Details (pile size, etc.)	Sound Production Level			Radius of Hazard Area centered on noise source
		Peak**	RMS**	SEL**	
In-water Impact Pile Driving*	Round or H pile >36"	>215	>200	>190	Contact the Service
	Round or H >36" with sound attenuation devices	200-215	185-200	175-190	2000 meters
	Round or H >24" up to 36"	200-215	185-195	175-185	2000 meters
	Round or H >24-36" with sound attenuation devices	190-205	175-185	165-175	500 meters
	Round or H ≤24"	185-210	170-185	160-175	500 meters
	Round or H ≤24" with sound attenuation devices	<200	<185	<175	300 meters
	Sheet Pile-any size	190	170	160	500 meters
	Sheet Pile-any size, with sound attenuation devices	180	160	150	300 meters
In-water Vibratory Pile Driving*	Round or H >36"	185-200	170-190	160-180	1000 meters
	Round or H >36" with sound attenuation devices	175-190	160-180	150-170	500 meters
	Round or H >24" up to 36"	175-195	165-185	155-175	500 meters
	Round or H >24" up to 36" with sound attenuation devices	165-185	155-175	145-165	300 meters
	Round or H ≤24"	<190	<180	<170	300 meters
	Round or H ≤24" with sound attenuation devices	<180	<170	<160	100 meters
	Sheet Pile-any size	182	165	165	300 meters
	Sheet Pile-any size, with sound attenuation devices	172	155	155	100 meters
Land-based Pile Driving	Based on in-situ recordings and sound propagation modeling, the distances needed to provide protection from airborne noise impacts would be adequately covered by monitoring the hazard area established for underwater sound propagation.			Same as each category above. Hazard area is limited to areas below MHT.	
In-water Fill Placement and Dredging	All in-water use of heavy equipment for manipulating the substrate; including use of hydraulic rock breakers, drills, etc.	140-200	125-185	115-175	300 meters

* In-water <20 m ** Underwater sound pressure levels are measured in dB re: 1 µPa.

¹ Typical maximal sound levels from Illinworth Rodkin (2007); Blackwell et al. (2004, cited in Navy 2011); Hastings and Popper (2005); Jasco Research Ltd (2005, as cited in Navy 2011); Laughlin (2005, 2010a,b); Reyff (2005); Onuu and Tawo (2006); URS (2007); Parvin et al. (2008); Jones and Stokes (2009); NOAA (2009); Navy (2009); Scientific Fishery Systems, Inc. (2009); Thomsen et al. (2009); Mumford (2011); Navy (2011); Robinson et al. (2011); WSDOT (2011); Cardno ENTRIX (2012). Full citations are available upon request.

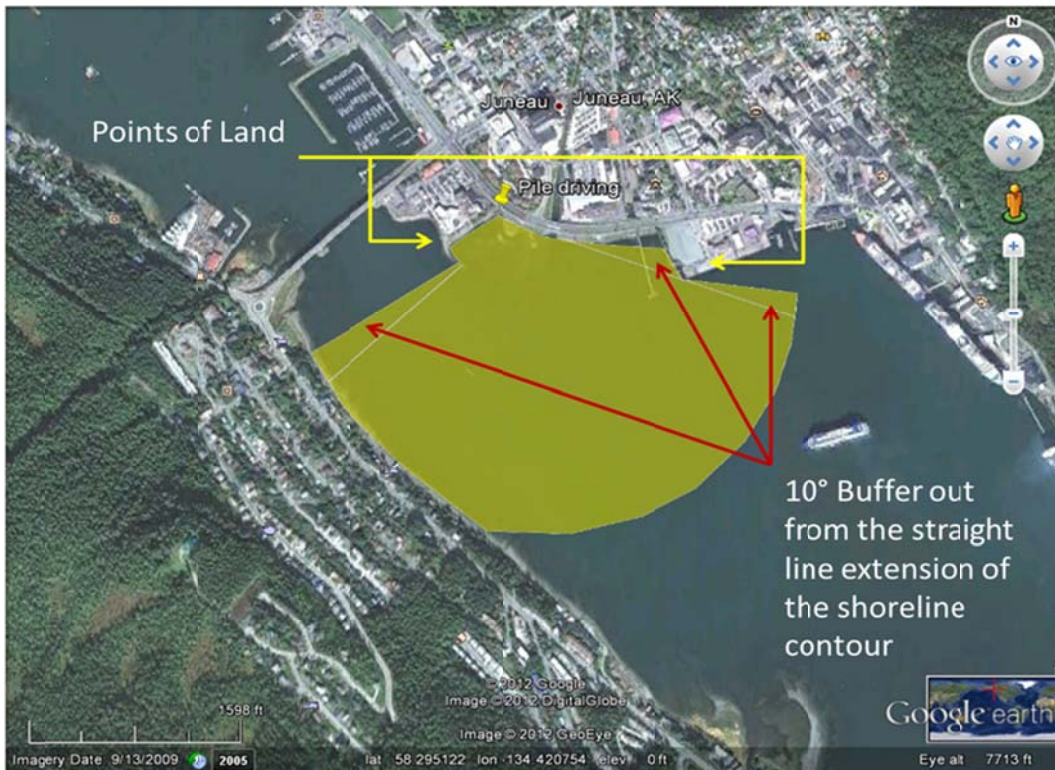


Figure 1. Depiction of a hazard area modified by the contours of the shoreline and points of land.

Ramp-up procedures

1. For impact pile driving, contractors will be required to provide an initial set of three strikes from the hammer at 40% energy, followed by a 30-second waiting period, then two subsequent three-strike sets. For vibratory pile driving, sound should be initiated for fifteen seconds at reduced energy followed by a 1-minute waiting period. This procedure would be repeated two additional times.
2. Ramp up procedures will be designed by the Applicant for in-water fill placement and in-water dredging activities specified in Table 1 to allow noise production to increase gradually from a low level, and to begin at locations farthest from marine areas. For example, a 5-minute period following startup of a single generator located well above high tide could be followed by 5 minutes of operating an excavator near the shoreline, etc. Equipment should be operated at low power, and then gradually increased to noisier, high-power levels. In-water noise production such as placement of fill should occur only after other all other noise-generating activities have ramped up and otters and eiders have had the opportunity to leave the area of their own accord.

Monitoring the “hazard area”

A. Pile driving: 100 to 2000-m “hazard area”

1. Observers will watch for Steller’s eiders and sea otters within the appropriate hazard area as specified in Table 1 for 30 minutes prior to start of work. Observations will continue for the full duration of these activities.
2. If one or more Steller’s eider or sea otter occurs within the hazard area before or at any time during pile driving, the observer will report the presence of the animal and work will immediately cease or be postponed until the animal leaves the hazard area on its own.

B. Fill Placement and Dredging: 300-m “hazard area”

3. Prior to commencing in-water fill placement, in-water dredging, and any other in-water use of heavy equipment for manipulating the substrate (including use of hydraulic rock breakers,

drills, etc.) observers will clear a 300-m hazard area. Additionally, observers will clear the hazard area before recommencing work after any break greater than 30 minutes.

4. If an otter or eider is seen within the hazard area during the 30-minute observation period prior to start-up, the observation period need not start over once the animal moves out of the hazard area, but work may not commence until the observation period is complete.
5. If a sea otter or eider enters the 300-m hazard area during fill placement or dredging, after the observation period has ended, work may continue.
6. If an otter or eider is seen in the 300-m buffer during the observation period prior to start of work and does not leave the area prior to the completion of the 30-minute observation period, ramp up procedures will be applied.

C. ALL noise-generating activities specified in Table 1 (applies to both A and B)

7. All observers must be capable of spotting and identifying sea otters and Steller's eiders and recording applicable data during all types of weather in which pile driving, in-water fill placement, or in-water dredging will be conducted.
8. All observer protocols will be applied to any unidentified duck whenever the observer cannot identify whether a duck is a male or a female Steller's eiders in breeding or nonbreeding plumage.
9. Observers will be given the authority to halt project activities if a sea otter or Steller's eider is present and to provide clearance for work to resume after the animal leaves on its own.
10. Observers will have no other duties during the observation period in order to ensure that watching for protected species remains the observer's main focus.
11. A lead observer will be responsible for implementing the protocols. The lead observer may select and train additional observers, but should remain accountable for their performance throughout the work season.
12. All observers must be trained in the monitoring methods to include the following topics:
 - Types of construction activities that require monitoring
 - Observation methods and equipment
 - Observation locations
 - Distance estimation
 - Data to record (parameters) and field forms
 - Species identification
 - Procedures to Stop Work
13. Tools, such as a laser range finder or buoys placed at 300 m intervals away from the shoreline should be used to aid the observer in estimating distances out to 1,000 m.
14. The following are examples of standard equipment recommended for use by observers:
 - High power, reticle binoculars 10 x 50 Bushnell
 - Range finder equivalent to Leica LRF 1200
 - GPS and compass
 - High power spotting scope
15. Observation stations will be established to maximize visibility of the hazard areas. Elevated observation stations will provide better visibility than those at sea level.
16. Observation stations may be established aboard moored vessels and stationary skiffs.
17. Use of a particular station may depend upon weather conditions. If the observable range from any one vantage point is limited due to weather or construction activity, the observer should use an established station that has a better vantage point for monitoring.
18. If visibility is poor due to weather or low light, pile driving will not commence until viewing conditions make it possible to clear the entire hazard area. In-water fill placement and in-water dredging may commence after ramp up procedures are conducted.
19. During periods of low visibility, pile driving may commence if additional observers can be added in multiple stations to provide complete visual coverage of the "hazard area".

20. Observers will record basic metrics such as start and end times, date, GPS location of the observation station, name of observers, type of work occurring, numbers and locations of observed sea otters or eiders, environmental conditions (air temperature, wind speed and direction, sea state, swell height, tide stage, visibility, percent cloud cover, and precipitation), documentation of work shut downs or postponements due to presence of otters or eiders, and length of time work was shut down or postponed.
21. Other data that may be useful include: records of sea otter and Steller's eider movements (direction and distance of travel), the times during which the movements occur, and a categorical assessment of behaviors during the observation period. For example, indicate whether sea otters or eiders are resting, feeding, grooming, engaging in social interactions, or travelling from one place to another. Record behavioral changes during the observation period, and comment on whether these behaviors appear to be associated with the work being conducted, and if so, what indications lead to that conclusion.
22. All observation records will be made available to the Service at the end of each calendar month.
23. A summary report will be provided to the Service by December 1 each year.

Optional Considerations:

Monitoring: Whenever possible, sound level testing should be conducted to determine the size of the "hazard area". A more accurate size of the "hazard area" for pile driving and for fill placement/dredging can then be used for these two categories of work instead of the buffers in Table 1. A smaller impact area can be monitored more easily and more accurately by fewer observers. To accomplish this, we recommend the following procedures:

1. Prior to sound monitoring, observers should clear a hazard area according to Table 1.
2. In-air and in-water sound pressures should be measured with portable instrumentation placed in intervals in multiple directions from the noise source as shown in Figure 2.
3. For best results, in-water measurements should be taken at multiple water depths.
4. Sound pressure should be monitored in marine waters out to the appropriate distance specified in Table 1 for the type of pile driving being conducted. For fill placement and dredging, a 300-m radius should be monitored.
5. Monitoring should be timed to record peak sound pressures. Sound pressure should be monitored during two categories of work (when both types of work will occur):
 - a. Pile driving
 - b. Dredging and fill placement
6. If possible, sound measurements should be taken at various locations simultaneously.
7. If actual noise levels are greater than **110 dB re: 20 μ Pa; for airborne noise or 183 dB re 1 μ Pa²-sec cumulative SEL for underwater noise** at either the 500-m or 300-m radius from the source (as applicable for the type of activity), testing should be conducted at additional points at 300-m intervals further from the source site to determine the full extent of the area in which threshold levels are reached. If the hazard area is larger than 500 m, the Service should immediately be notified, and a 50% larger hazard area should be cleared by the observers prior to continuing work. All observer protocols will be applied to the expanded hazard area.
8. Sound level monitoring results should be reported to the Service. All estimates of sound pressure levels should be reported in dB re: 1 μ p for in-water and dB re: 20 μ p in air.

Modeling: Acoustic modeling may be conducted by a qualified engineer or hydrologist as an alternative to acoustic monitoring. The models selected should be capable of predicting underwater noise production and attenuation at various distances from the proposed noise-generating activities. Models should be customized to incorporate the specific techniques to be used, and the local bathymetry and substrate information. Modeling methods, assumptions, outputs, and uncertainties should be reported to the Service. The hazard area should be defined as wherever pressure levels are

predicted to exceed **110 dB re: 20 μ Pa; for airborne noise or 183 dB re 1 μ Pa²-sec cumulative SEL for underwater noise**. All observer protocols should be applied to those areas. When possible, noise levels should be tested upon startup of work for comparison with model outcomes. If actual noise levels exceed predicted values, work should follow protocols outlined here, or should stop until sound level testing can be completed.

Videography: The use of video documentation of sea otter or Steller's eiders observations in or near the hazard area during pile driving, dredging or placement of fill is recommended to assist observers in recording and characterizing responses to noise. We are interested in developing a systematic videographic study. Please notify the Service if you intend to record wildlife near the hazard area as part of your project.

If warranted by new information, observer protocols may be revised by the USFWS.

Contact the Anchorage Fish and Wildlife Field Office with any additional questions or concerns.

Ellen W. Lance, Branch Chief
Endangered Species Branch
605 W. 4th Room G-61
Anchorage, AK 99501

Ellen_Lance@fws.gov
907-271-1467
Main Office
907-271-2888

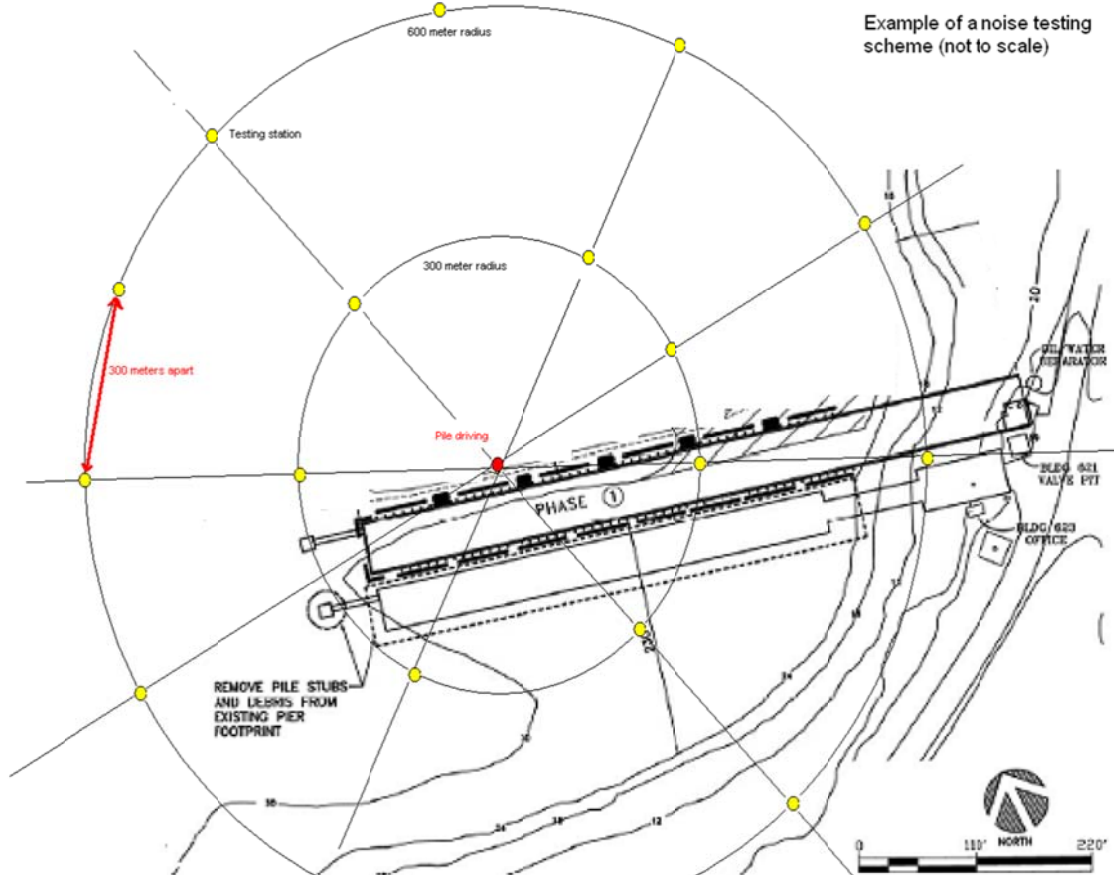


Figure 2. An example plan for noise testing. Test points are placed in intervals around the work site and each other (it is not to scale) to provide complete coverage of all areas of in-water work.

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Compost Facility Site Visits

ATTENDEES: Aimée Kniaziowski
 Glenn Melvin
 Terry Haines
 Charles Davidson
 Peter Olsen
 Todd Williams

COPY TO: Mark Kozak
 Floyd Damron
 Hap Heiberg

PREPARED BY: Todd Williams
DATE: October 3, 2013
PROJECT NUMBER:

The above attendees visited four operating composting facilities on September 18th and 19th 2013 in Washington and Idaho on a fact finding mission. The purpose of these site visits was to learn from other facility operators about their experiences with composting including technologies available, the challenges and opportunities and how the compost products are utilized. Various materials (biosolids, yard wastes, food wastes, manures and animal mortalities) were being composted at these sites. All sites have been operating successfully without negative environmental impact for many years and are considered to be valuable assets to the communities they serve. A brief summary of each site visited is included below. Additional photos are available from Glenn Melvin.

Latah Sanitation, Inc. / Moscow Recycling, Moscow, Idaho

Contacts: Joe Johnson/Lori Winn 208-882-5724 lwinn@turbonet.com

Web site: <http://moscowrecycling.com/index.php>

Latah Sanitation, Inc. (Latah) is a private solid waste management firm that provides solid waste collection and recycling services to the City of Moscow, Idaho and surrounding areas. Latah has been composting yard wastes for 21 years and began composting wwtp biosolids from the City of Moscow in 2007, 6 years ago. Before embarking on biosolids composting, Latah ran a demonstration project to ensure they would not have odor impacts to residential neighbors who are located less than 1,000 feet from their site. After successfully piloting the aerated static pile process, Latah built a 4-bay covered composting facility with in-floor aeration to provide up to 28 days of processing time for composting biosolids. The facility processes approximately 4500 tons per year of biosolids dewatered to 16 percent solids. Yard wastes are ground and mixed with dewatered biosolids at a 3-4 to 1 volumetric ratio using a front end loader. One receiving bay handles pre-mixed biosolids for up to a week, and then a bay is loaded and the process started. After placing the mixture in covered concrete bays, negative aeration is provided and the exhaust gases captured are treated through an open wood chip based biofilter for odor control. Condensate from the composting process is captured in a manhole and pumped to a lined holding pond where it is allowed to evaporate. After primary composting, the material is removed from the building and cured for an additional 3-4 weeks prior to screening. The screened compost is tested for all EPA 503 requirements (metals, pathogen indicators) each quarter to verify its Class A Exceptional Quality designation. Compost is used on site at the recycling center and transfer station for landscaping and is also used for various public projects including football field renovations at Kendrick, Troy and Moscow high schools. Latah holds public giveaways twice yearly for residents to pick up compost and the product demand is high. Because of the success of this operation, Latah competed for and won a contract with the City of Lewiston, Idaho for developing a second composting operation to recycle their biosolids into compost using the same aerated static pile process that is currently in the design phase.



Figure 1 - Aerated Static Pile Bays



Figure 2 - Biofilter for Effective Odor Control



Figure 3 - Kodiak City Manager Aimée Kniaziowski Inspecting Finished Compost at Latah Sanitation

Washington State University, Pullman, Washington

Contact: Rick Finch 509-335-3288 finchr@wsu.edu

Web site: http://facops.wsu.edu/Compost/compost_home.htm

The Washington State University compost facility began operations in October 1994. The facility was the first university based compost facility to process all campus generated organic waste. Approximately 25,000 cubic yards are composted annually on 4 acres of asphalt surface. Research has been conducted at the facility to determine how feed stocks affect quality and effectiveness of inoculants and additives. Cow, horse, sheep and other manures, food wastes from the university cafeteria, green wastes, wood wastes, and even animal mortalities are composted into useable compost and animal bedding. Because of the high temperatures achieved during composting, the animal bedding produced has been shown to be more effective at controlling animal diseases than conventional bedding materials such as straw and sawdust, so the University uses the composted bedding material exclusively in their animal stalls. The site is extensively toured by WSU compost classes, local K-12 schools and other universities. Approximately 5 years ago, an aerated static pile composting operation was purchased from Green Mountain Technologies and this system has been used in conjunction with windrowing at the site to produce the various bedding and compost materials. The system consists of 8 aeration zones using above ground perforated aeration piping connected to a centralized aeration plenum and blower so that air is drawn down through the compost piles and sent to a wood chip based biofilter for odor control. The site operator, Ken Witchell, showed us various components of the system and has made improvements to the mechanical system pointing out that details in the mechanical system design are important. Pile temperatures are measured through temperature probes connected to a PLC based system that monitors and records pile temperatures and adjust individual pile aeration through the automated modulating of compost pile aeration zone valves. After 3 weeks of composting, the material is moved to windrows for further curing and ultimately for screening and storage until used as a bedding or as a soil amendment product. Compost is sold through a network of nurseries and retail sites throughout the area whereas the bedding grade material is dried further to 70 percent solids or higher for use in University animal stalls.



Figure 4 - Aerated Static Pile System at Washington State University with Biofilter in Foreground

City of Coeur d'Alene, Idaho

Contact: Don Keil 208-769-2281 donkeil@cdaid.org

Web site: <http://www.cdaid.org/index.php/departments/wastewater/15-departments/waste-water/102-wastewater-compost>

The City of Coeur d'Alene began composting wwtp solids in 1988, 25 years ago, using the aerated static pile process. Currently, about 4700 wet tons of 28 percent solids cake is composted annually. The City purchases wood chips at a very high price of \$23.50/cubic yard. The compost plant is 3.5 miles from the wwtp and solids are hauled in 10 cubic yard trucks twice a day, 5 days a week to the compost site. The mixing and aerated static pile composting operation occurs under roof. 9 individual aeration zones provide capacity to compost for 21 days followed by screening and then another 30 days of curing either outside or in an adjacent storage pole barn structure. Above ground perforated aeration piping is connected to 9 aeration blowers which then discharge through a booster fan to a biofilter. Negative and positive aeration is provided by the fans which run continuously, with only manual discharge valve adjustment to regulate airflows. Pile temperatures are read manually each day by operators to demonstrate compliance with US EPA PFRP and VAR requirements. Condensate and any wash water or leachate is routed through drains to the sanitary waste system for treatment at the wwtp. Overall the site has 6 months of compost storage capacity. Compost is tested every 6 months and is a registered soil conditioner with the state of Idaho as well as a Class A exceptional quality biosolids product by the US EPA. The 4,000 cubic yards per year produced is sold through retail outlets around the City for \$23.50/cubic yard to these retailers. A demonstration vegetable garden is located at the entrance to the facility growing tomatoes, peppers, cucumbers, melons, carrots, onions and other vegetables in Coeur d'Green™ Compost. Over the past 25 years, encroachment of housing has fully surrounded the 8 acre compost site (3 acres are used for the operation) yet without public concern or odor complaints. The assistant wwtp superintendent, Don Keil, indicated that before the facility was built, public concern was voiced but that once the facility was brought on line, the concerns were eliminated and the facility is now viewed as a valuable asset to the City.



Figure 5 – Coeur d'Alene Compost Building, Biofilter and Curing Area





Figures 8-10 - Coeur d'Green Demonstration Vegetable Garden

Lenz Earthworks Enterprises, Stanwood, Washington

Contact: Jason Lenz 360-436-6891 jason@lenz-enterprises.com

Web site: <http://www.lenz-enterprises.com/residential/page/21>

The Lenz composting facility located in Stanwood, Washington is a privately owned operation on a company gravel site. Lenz receives approximately 75,000 tons of green waste and food waste annually that is delivered to their site by private waste haulers from several cities in the Seattle metropolitan area. 5 years ago, Lenz installed an aerated static pile bin system supplied by ECS in Seattle. The system includes 8 concrete bays, each of which have aeration channels embedded in the pad and connected to a centralized aeration blower that can draw air through the compost piles and discharge it to a biofilter for odor control. The system has a second blower that can force air through the aeration bins as desired, so it can be operated in both negative and positive aeration mode. Yard wastes are ground, moisture is added, and then composted in the bins for 10-14 days. Following that, the material is removed onto an open pad where it is turned 18 times over a 45 day period to produce compost. At the end of 45 days, the material is screened and the compost is then blended into various potting and landscape soil mixes that are sold by Lenz.



Figures 11-12 – ECS supplied Compost Bunkers and Biofilter System

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DRAFT
MEMORANDUM OF AGREEMENT
Between
STATE OF ALASKA
Department of Transportation and Public Facilities
And
CITY OF KODIAK
Regarding
KODIAK FERRY TERMINAL & DOCK IMPROVEMENTS
State Project #68938

The State of Alaska, Department of Transportation and Public Facilities (DOT&PF) and the City of Kodiak, Alaska (City) enter this Memorandum of Agreement (MOA or Agreement).

RECITALS

WHEREAS, DOT&PF is responsible for the planning, design, and construction of state transportation facilities, AS 44.42.020;

WHEREAS, this Agreement concerns improvements to [the ferry terminal in Kodiak](#), which forms part of the state highway system;

WHEREAS, state law authorizes DOT&PF to cooperate, coordinate, and enter agreements relating to highways with local government entities, AS 19.05.040(10), AS 44.42.020(a)(6);

WHEREAS, the City is a home rule city and empowered to enter agreements with the State, AS 29.35.010(13);

WHEREAS, Congress has authorized a high priority earmark as a source of federal funding for the planning, design, and new construction of an AMHS terminal and approach in Kodiak;

WHEREAS, the terminal will serve as a component of the National Highway System;

WHEREAS, DOT&PF has conducted a reconnaissance of possible sites for a new ferry facility and has consulted the City regarding this subject;

WHEREAS, DOT&PF and the City (the Parties) agree that demolition of the existing Kodiak ferry dock, or Pier 1 Dock, and replacement with a newly constructed dock is the preferred option for utilization of the federal funding;

WHEREAS, DOT&PF and the Federal Highway Administration (FHWA) share responsibilities concerning proper management and administration of the federal funding appropriated to the state for highway construction;

WHEREAS, DOT&PF acknowledges that the City need not provide a “local match,” or financial contribution, for construction of this project;

WHEREAS, the Parties are committed to collaborate in working toward the timely, successful completion of this project;

WHEREAS, the Kodiak City Council has approved Resolution No. *, which authorizes the City to enter this Agreement;

WHEREAS, the Parties wish to memorialize the key elements of this project and their respective rights and responsibilities in relation thereto;

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, and intending to be legally bound, the Parties agree as follows:

TERMS OF AGREEMENT

I. Incorporation

The Parties agree the foregoing Recitals are true and correct and incorporate them into this Agreement by reference.

II. Term

This Agreement is effective once signed by both Parties and expires upon: (A) the end of the useful life of the dock facility constructed in connection with this Agreement or (B) a State determination of cessation of need for a public ferry facility in Kodiak, whichever occurs first.~~on the 20 year anniversary of the effective date.~~

III. Project Purpose and Scope

(A) The purpose of this project is to provide a new terminal facility in Kodiak, which consists of a new dock and associated improvements that are dedicated to servicing Alaska Marine Highway System (AMHS) vessels and operations, as well as those of other and public ferries service. ~~Yet, The Parties acknowledge that when AMHS is not utilizing the dock, the City may permit dock use by others. The Parties acknowledge that, following project completion, DOT&PF will transfer ownership of the constructed facility to the City and the City will own, operate, and maintain the facility in accordance with this Agreement.~~

(B) This ~~effort—project will—~~consists of planning, designing and constructing improvements to Kodiak’s Pier 1 dock to provide a facility compatible with AMHS vessels and

operations, while maintaining dock functionality for non-AMHS vessels. These improvements are expected to include demolition of the existing Pier 1 timber dock, construction of a new dock in the same location as the demolished dock using a steel substructure and concrete decking, sheet pile retaining wall abutment, vessel fendering and mooring system, purser's shelter, covered walkway, security fencing, and upgrades to the fuel and water systems. As shorthand, the Parties will refer to this collective planning, design, and construction efforts as "the Project."

(C) The current scope, schedule, cost estimates and site plan for the Project are attached as Appendix A.

IV. Design, Construction, & Ownership of Project

(A) DOT&PF's principal Project obligations are to:

(1) Submit necessary Project requests in the State capital budgeting process and obtain legislative authority to spend the appropriated funding;

(2) Provide the federal match share consistent with departmental policy, *see* P&P #09.10.040;

~~(3) Jointly review and approve Project budgets along with the City. DOT&PF acknowledges Project budgets are estimates only and that actual Project costs may exceed original budget estimates;~~

(4) Perform each of the following Project phases, which it will initiate only after receiving appropriate federal authorization:

- Phase 2: Design;
- Phase 3: Right-of-way acquisition/certification; and
- Phase 4: Construction;

(5) Prepare Plans, Specifications, and Estimate (PS&E) package;

(6) Administer all aspects of Project procurement and resulting contracts;

(7) Develop the Project with DOT&PF staff and/or contracted professional services;

(8) Seek City review, ~~and comment,~~ and, if applicable, approval on appropriate subjects, which may include:

- Project design at 35% and 95% stages of completion;
- PS&E package final review prior to advertisement;
- Construction change orders prior to approval;

(9) Acquire all necessary rights of way in the name of the City of Kodiak;

(10) Pay all appropriate costs, fees, and expenses from appropriated Project monies;

(11) Comply with applicable statute, regulations, codes, and standards regarding administration, design, and construction of the Project.

(B) The City's principal Project obligations are to:

~~(1) Jointly review and approve Project budgets along with the DOT&PF. The City acknowledges Project budgets are estimates only and that actual Project costs may exceed original budget estimates;~~

(2) Provide a sufficient number of qualified personnel at no cost to the Project as needed to work with DOT&PF regarding Project development and administration, including any legal claims that might arise;

(32) Promptly review, ~~and comment on, and, if applicable, approve or reject on~~ any matters that DOT&PF submits for the City's consideration;

(3) Authorize DOT&PF and its contractors to conduct Project-related work on City property and provide DOT&PF with construction easements and such other interests as required to satisfy the needs of Project construction, operations, maintenance, and right-of-way certification.

(54) Inspect the Project right-of-way prior to Project closeout. ~~The City may perform an environmental assessment of the property for the purpose of determining whether any hazardous material contaminates the property. For purposes of this agreement, a "hazardous material" is any chemical, metal, petroleum product, or other substance (or any combination of hazardous materials) that is designated as "hazardous" by the U.S. Environmental Protection Agency and that is regulated by any government agency in any quantity as a contaminant, hazardous material, or threat to health or safety.~~

V. Final Inspection & Transfer of Ownership

(A) The City may participate in DOT&PF's final inspection of the Project. However, DOT&PF shall solely determine when the Project reaches substantial completion. As used in this Agreement, "Substantial completion" means the point at which:

- (1) The newly constructed dock and appurtenant structures, approaches, utilities, fencing, signage, markings, cameras, and safety/security features (Facility) are installed and completed, with the exception of minor punch list items;
- (2) AMHS and the public can safely and effectively use the Facility without further delays, impediments, or disruptions; and
- (3) DOT&PF's Project team issues a letter to the contractor acknowledging that the Project has reached substantial completion.

(B) Once the Project is substantially complete, DOT&PF will transfer title and right-of-way, operations, and maintenance responsibilities for the Facility to the City, which the City will promptly accept. On or before the transfer, DOT&PF will provide the City with "as built" drawings of the Facility.

VI. City's Right-of-Way, Operations, and Maintenance Obligations

(A) Upon DOT&PF's transfer of the Facility to the City, the City will acquire and perform applicable ~~those~~ responsibilities imposed by federal and state statute, regulation, procedures, policies, guidelines, and agreements. The responsibilities include:

- (1) The obligations identified in:
 - (a) 23 U.S.C. Chapters 1-5 (*Highways*) and its implementing regulations;
 - (b) 23 C.F.R. §1.23 (*Right-of-Way*);
 - (c) 23 C.F.R. §1.27 (*Maintenance*),
 - (d) 23 CFR Part 710 (*Right-of-Way and Real Estate*), and
 - (e) 23 C.F.R. Part 645 (*Utilities*);
 - (f) The governing version of Stewardship and Oversight Agreement between FHWA and DOT&PF (current copy attached as Appendix B);
 - (g) This Memorandum of Agreement; and

(h) This “Flow-Down” Clause: That is, to the extent federal statute, regulation, procedure, policy, guideline, or agreement imposes a continuing obligation on DOT&PF regarding the Facility irrespective of DOT&PF’s transfer to the City, the City assumes toward DOT&PF all obligations and responsibilities that DOT&PF owes to FHWA in connection with the Facility.

(2) ~~Compliance with state~~ State highway requirements *see, e.g., AS 19.25.010 et seq. (Utilities, Advertising, Encroachments, & Memorials), 17 AAC 15.011 et seq. (Utility Permits), DOT&PF Utility Manual, and DOT&PF Right-of-Way Manual.* (The City may access these manuals on DOT&PF’s website: <http://www.dot.alaska.gov/>);

(3) ~~Compliance with~~ Maritime Transportation Security Act of 2002, as codified in 46 U.S.C. Chapter 701, and its implementing regulations; and

(4) The obligation to operate and maintain the Facility through its useful life.

~~(4) Compliance with all other all federal, state and local statutes, regulations, laws, codes, and standards applicable to ownership, operation, and maintenance, including repair, of the Facility.~~

(B) In particular, the City’s Facility responsibilities include the activities identified immediately below. Except as provided in Part VI(C), the City will fulfill these responsibilities at its own expense and without reimbursement from DOT&PF:

(1) Planning, scheduling, administration, and logistics of Facility maintenance activities;

(2) Traffic control and safety; (However, the Parties acknowledge that while an AMHS vessel is present at the Facility their respective responsibilities for security shall remain as prescribed in the U. S. Coast Guard-approved Kodiak Facility Security Plan and AMHS Consolidated Vessel Security Plan that are currently in effect or as subsequently amended.)

(3) Riprap slope protection, including erosion control, to as-built conditions;

(4) Snow and ice control and associated tasks as may be required for the safe and timely passage of public users of the ferry terminal and dock;

(5) Maintaining signs and their replacement, including posts and foundations, when damaged, unreadable, or worn out;

(6) Maintaining dock and fender structures in a proper, serviceable condition, including panels, piles, cathodic protection components, bull rails, hand rails, cleats, bollards, ladders, gates, fencing, and overhead and navigational lights; and

(7) Removal of debris, rubbish, and dead animals.

(C) To help offset the City’s cost of performing certain Maintenance Items, the Parties further agree that AMHS will provide the City with an annual contribution. The amount of AMHS’ annual contribution will be derived in the following manner:

(1) On or before January 2 (?) of the calendar year in which the Facility is expected to commence operation, and on or before every January 2 (?) thereafter while AMHS’ contribution commitment remains in effect, the City will provide AMHS with a projected budget that identifies anticipated Maintenance Items for the ensuing fiscal year, i.e., July 1-June 30, associated costs for each anticipated Item, and anticipated revenue the City expects to generate during that fiscal year through public use of the Facility as permitted by Part VIII of this Agreement.

(2) During the first fiscal year in which the Facility is in operation, and during every fiscal year thereafter while AMHS' contribution commitment remains in effect, AMHS will provide the City with \$55,000 to offset the cost of Maintenance Items for that fiscal year.

(3) At the conclusion of each fiscal year, but no later than the ensuing July 31, the City will provide AMHS with an itemized list of actual Maintenance Items performed during that fiscal year, the associated costs for each Item actually performed, and supporting documentation that demonstrates such performance and costs. Additionally, the City will provide AMHS with an accounting of the revenue it generated during that fiscal year from public use of the Facility.

(4) If the City's actual cost of performing Maintenance Items during a fiscal year exceeds the actual revenues generated from public use of the Facility for that year plus the State's \$55,000 contribution, then the City is responsible for those excess costs without further contribution from AMHS.

(5) Conversely, if the City's actual cost of performing Maintenance Items during a fiscal year is less than the actual revenues generated from public use of the Facility for that year plus the State's \$55,000 contribution, then the City will promptly reimburse AMHS in the amount that Facility Revenue plus \$55,000 contribution exceeds the City's actual cost of performing Maintenance Items for that fiscal year.

As used in this paragraph "Maintenance Items" means the tasks identified in Part VI (B) (3)-(6).

(D) Notwithstanding paragraphs (A) ~~and~~ (BC) of this Part VI, if an AMHS vessel damages a dock component at the Facility as a result of negligent vessel operation, DOT&PF will be responsible for the cost of restoring the damaged component to the same condition that existed prior to the damage; DOT&PF will not be liable for any other harm, loss, or injury stemming from the dock damage.

VII. Use by AMHS Vessels, Passenger, & Vehicles

(A) AMHS vessels and operations, and those of any other entity providing public ferry service, are entitled to priority use of the Facility throughout the life of the Facility. At the following times, the City will remove or cause to be removed any vessel and terminate any use at the Facility if its presence interferes with the safety or schedule of an AMHS vessel or the well-being of its passengers or customers:

- prior to arrival of an AMHS vessel at the Facility;
- during an AMHS vessel's presence at the Facility; or
- prior to departure of an AMHS vessel's from the Facility.

If opinions differ as to whether a competing vessel or use interferes with an AMHS vessel, passengers, or customers, the AMHS vessel master's opinion shall be conclusive.

(B) The City shall not assess any fee on AMHS or other public ferry service, ~~its~~ their passengers, or customers for use of the Facility. This prohibition is effective throughout the life of the Facility.

(C) Notwithstanding paragraph (B) of this Part VII, the Parties acknowledge they are free to negotiate for provision of services by the City to AMHS, e.g., office lease, removal of shipboard trash, disposal of vessel sewage, etc., for which the City may receive an agreed fee. The Parties will document such service agreement, if any, by written contract.

(D) The provisions contained in this Part VII survive the term of this Agreement and remain in effect throughout the life of the Facility.

VIII. Revenue

(A) Excluding AMHS, as well as any other public ferry service, its respective passengers, and its customers, the City may assess a reasonable fee on those who use the Facility. If the City assesses any such fee, it shall segregate this revenue and use it for no other purpose than the maintenance, operation, or future replacement of the Facility.

(B) The City shall maintain this segregated revenue fund throughout the term of the MOA. The fund is subject to periodic audit by DOT&PF.

IX. Indemnification

(A) The City shall hold DOT&PF, the State, its officers, employees, and agents (collectively, “the State”) harmless from and defend and indemnify the State for liability, claims, demands, fines, penalties, and causes of action arising in connection with this MOA, the Project, and/or the Facility.

(1) Notwithstanding the foregoing, the City shall have no obligation to hold harmless and indemnify the State to the extent the State is determined to be liable for its own acts or omissions, except that to the maximum extent allowed by law, the City shall hold the State harmless from and indemnify the State for liability, claims, or causes of action arising from an alleged defect in the design or construction of any facility transferred to the City pursuant to this MOA, 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 DOT&PF transfers ownership and maintenance responsibilities for the facility.

(2) The City’s duty to defend and indemnify shall apply regardless of whether it is also alleged that the State’s acts or omissions contributed to the injury (including injury to personal property, real property or persons, including fatal injury).

(3) Neither liability, claims, or causes of action arising from injuries that occurred prior to the date of substantial completion, nor liabilities imposed by or claims or causes of action arising from or asserted under AS 46.03.822, shall be governed by this paragraph.

(B) DOT&PF shall add a special provision to its bid documents requiring the City to be listed as an additional insured in all instances where the successful bidder would be required to add the DOT&PF as an additional insured. The City shall have the right to enforce these provisions against the successful bidder.

X. Cancellation Remedies

(A) If the City requests cancellation of any professional services, consultant or construction contracts entered into by DOT&PF, the City shall be responsible for those costs not accepted for reimbursement by FHWA, amounts for which FHWA expects reimbursement, and any other costs or expenses incurred by the City or DOT&PF in the Project to the date of cancellation or related to finalizing cancellation and Project termination.

(B) If DOT&PF is the primary cause of the cancellation, DOT&PF shall bear those costs not accepted for reimbursement by FHWA, amounts for which FHWA expects reimbursement, and any other costs or expenses incurred by DOT&PF in the Project to the date of cancellation or related to finalizing cancellation and Project termination.

(C) If it is determined that the cancellation was caused by third parties or circumstances beyond the control of DOT&PF or the City, the Parties shall meet in good faith to negotiate a fair and equitable allocation of responsibility for those costs not accepted for reimbursement by FHWA, amounts for which FHWA expects reimbursement, and any other costs or expenses incurred in the Project to the date of cancellation or related to finalizing cancellation and Project termination.

(D) The foregoing remedies are in addition to any other remedies referenced in this MOA, and do not bar or limit the Parties from resorting to any other remedy available at law or equity.

XI. Breach of Contract Provisions

(A) If DOT&PF provides written notice to the City stating that it is in violation of any of the terms, conditions, or provisions of ~~Parts VI, VII, VIII, or IX of~~ this Agreement, the City shall have thirty days from the date of such notice to remedy the violation; or, if the remedy requires more than thirty days to complete, the City shall promptly take responsive action necessary to achieve a satisfactory remedy as close as possible to the 30th day from DOT&PF's initial notice.

(B) The City's failure to cure a violation that is remediable within thirty days or its failure to take responsive action necessary to promptly resolve a violation that is not remediable within thirty days constitutes a breach of this MOA. If the City is in breach, DOT&PF may elect to terminate the MOA. In addition, the City's breach may adversely affect the viability of current and future municipal capital projects. *See* 17 AAC 05.175(l).

(C) If the City breaches its right-of-way, operations, or maintenance obligations concerning the Facility, appropriate remedies include:

- (1) City reimbursement of all federal and state funds expended on the Project in connection with this MOA;
- (2) City reimbursement of DOT&PF for any direct and indirect costs it has incurred in fulfilling any of City obligations addressed in this MOA; and,
- (3) DOT&PF withholding of its approval of City federal-aid projects until the City cures its breach and fulfills any related obligations.

XII. Notification

When any written notice, request, direction, or other communication is necessary, the Parties will deliver it in person, by certified mail, or by email addressed to the party for whom it is intended, as follows:

DOT&PF: Regional Director
DOT&PF, SE Region,
6860 Glacier Hwy, MS-2506
Juneau, Alaska 99811-2506
Ph: 907/465-1762
Current addressee: al.clough@alaska.gov

City: Mayor
City of Kodiak
710 Mill Bay Road, Room 216
Kodiak, AK 99615
Ph: 907/785-3804
Current addressee: mayor@city.kodiak.ak.us

XIII. Miscellaneous Provisions

(A) Each Party represents and warrants to the other that (i) it is duly organized, validly existing and in good standing under the laws under which it is organized; (ii) it has the power and authority to enter into this Agreement and to perform fully its obligations hereunder; (iii) the individual executing this Agreement on its behalf has the authority to do so; (iv) the obligations created by this Agreement, insofar as they purport to be binding on it, constitute legal, valid and binding obligations enforceable in accordance with their terms; and (v) it is under no contractual or other legal obligation that shall in any way interfere with its full, prompt and complete performance hereunder.

(B) The City agrees to provide reasonable access to the Project and to relevant Project documents to any authorized representatives of DOT&PF or the U.S. Government. The City further agrees to cooperate in good faith with inquiries and requests for information relating to the Project and its obligations under this MOA.

(C) This Agreement inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns, if any.

(D) This Agreement shall not be construed as creating the relationship of principal-agent, master-servant, partnership, or joint venture between the Parties. Neither Party shall have authority to make any statements, representations, or commitments of any kind or to take any action that is binding on the other, except as explicitly provided herein or authorized by the other Party in writing.

(E) Neither Party may assign any portion of this Agreement or any benefits or rights arising under the Agreement without the written consent of the other.

(F) No supplement, modification, or amendment of this Agreement is binding unless executed in a writing signed by the authorized representative of the Party to be bound thereby. No provisions of this Agreement may be waived unless done in writing and signed by the authorized representative of the Party to be charged therewith. Waiver of any one provision shall not be deemed to be a waiver of any other provision.

(G) Waiver by a Party of any default by the other will not be deemed a waiver of rights concerning any subsequent default.

(H) If either Party is, due to an event of Force Majeure, rendered unable, in whole or in part, to perform its obligations under this Agreement, such party shall be freed from such obligations, so long as and to the extent that Party is necessarily and directly affected by the Force Majeure. The date of delivery or performance of the affected obligation shall be extended by a period of time reasonably necessary to overcome the effects of such delay and, if necessary, the scheduled services shall be revised in respect of such delay. The Parties shall cooperate in good faith to overcome and to mitigate the effects of an event of Force Majeure. As used in this Agreement, an event of "Force Majeure" means any unforeseeable event which is beyond the control, and without the fault or negligence, of the Party affected, including war, revolution, invasion, insurrection, riot, civil commotion, sabotage, military or usurped power, lightning, explosion, fire, storm, drought, flood, earthquake, epidemic, quarantine, strikes, acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required, inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities. A lack of funds does not constitute an event of Force Majeure.

(I) The headings used in this Agreement are for convenience only and shall not be deemed to limit or affect any of the provisions of the Agreement.

(J) This Agreement shall not be construed as conferring any legal rights, privileges, or immunities or as imposing any legal duties or obligations on any person or persons other than the parties named in this Agreement.

(K) The City is not an intended beneficiary of any contracts between the DOT&PF and any contractors, subcontractors or consultants or any other third parties, and has no contractual rights with respect to such contracts or any provisions thereof, unless expressly stated otherwise.

(L) This Agreement has been jointly negotiated and drafted by the parties, and both parties have had the ability and opportunity to consult with legal counsel prior to signature. The Agreement shall not be construed for or against either party.

(M) If a court of competent jurisdiction holds any portion of this Agreement invalid, the invalid portion will be severed and will not affect the validity of the remainder.

(N) The provisions of this MOA constitute the whole of the agreement between the Parties with respect its subject matter; no separate understandings or side agreements exist.

Dated: _____

DEPARTMENT OF TRANSPORTATION
& PUBLIC FACILITIES – SE Region

By: _____
Al Clough, Regional Director

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2013.

Notary Public in and for Alaska
My commission expires: _____

Dated: _____

CITY OF KODIAK

By: _____
Pat Branson, Mayor

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2013.

Notary Public in and for Alaska
My commission expires: _____

Acknowledgment of the Kodiak City Council

BE IT REMEMBERED that on the _____ day of _____, 2013 at a regular meeting, of the City of Kodiak Assembly of the City of Kodiak, a home rule city established under Alaska law, granted its approval of the foregoing instrument.

Dated: _____

Clerk, City of Kodiak

Kodiak Ferry Terminal and Dock Improvements Project

State Project No.: 68938

Appendix A

Scope, Schedule, Estimate

Scope

This project will consist of planning, designing and constructing improvements to Kodiak's Pier 1 dock to provide a facility compatible with AMHS vessels and operations. These improvements are expected to include demolition of the existing Pier 1 timber dock, construction of a new dock in the same location as the demolished dock using a steel substructure and concrete decking, sheet pile retaining wall abutment, vessel fendering and mooring system, purser's shelter, covered walkway, security fencing, and upgrades to the fuel and water systems.



STIP page attached thru Amendment #6 (2013)