

City of Kodiak Special Council Meeting Agenda for March 19, 2015
7:30 p.m., at 710 Mill Bay Road, Borough Conference Room (Room 121)

- I. Call to Order/Roll Call**
Pledge of Allegiance/Invocation

- II. Previous Minutes**
Approval of Minutes of the February 26, 2015, Regular Council Meeting.....1

- III. Persons to Be Heard**
 - a. Proclamation: Women’s History Month.....8
 - b. Public Comments (limited to 3 minutes) (486-3231)

- IV. Unfinished Business**
None

- V. New Business**
 - a. Resolution No. 2015–09, Appropriating Funds From the Cargo Terminal Fund to Fund Change Order No. 8 to Pacific Pile and Marine for Pier III Replacement, Project No. 11-07/802412
 - b. Authorization of Professional Services Contract for Pre-Design of New Fire Station and Condition Assessment of Old Library Building, Project No. 6015/15-06.....16
 - c. Authorization of Amendment No. 3 to the Professional Services Contract for Pier III Project Management Through Construction, Project No. 8024/11-0728
 - d. Authorization of Change Order No. 8 to Pacific Pile and Marine for Pier III Replacement, Project No. 11-07/8024.....32
 - e. Authorization of Professional Services Contract for Website Redesign and Replacement.....34
 - f. Authorization of City Manager’s Employment Contract..... 54

- VI. Staff Reports**
 - a. City Manager
 - b. City Clerk

- VII. Mayor’s Comments**

- VIII. Council Comments**

- IX. Audience Comments** (limited to 3 minutes) (486-3231)

- X. Adjournment**

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<p>DRAFT</p>

**MINUTES OF THE REGULAR COUNCIL MEETING
OF THE CITY OF KODIAK
HELD THURSDAY, FEBRUARY 26, 2015
IN THE BOROUGH ASSEMBLY CHAMBERS**

I. MEETING CALLED TO ORDER/PLEDGE OF ALLEGIANCE/INVOCATION

Mayor Pat Branson called the meeting to order at 7:30 p.m. Councilmembers Charles E. Davidson, Terry J. Haines, Gabriel T. Saravia, Richard H. Walker, and John B. Whiddon were present and constituted a quorum. Councilmember Randall C. Bishop was absent. City Manager Aimée Kniazowski, City Clerk Debra L. Marlar, and Deputy Clerk Michelle Shuravloff-Nelson were also present.

After the Pledge of Allegiance, Salvation Army Sergeant Major Dave Blacketer gave the invocation.

II. PREVIOUS MINUTES

Mayor Branson stated the Clerk noted and corrected typos in the fourth and fifth paragraphs under City Manager staff reports. Councilmember Whiddon MOVED to approve the minutes of the February 12, 2015, regular meeting as presented.

The roll call vote was Councilmembers Davidson, Haines, Saravia, Walker, and Whiddon in favor. Councilmember Bishop was absent. The motion passed.

III. PERSONS TO BE HEARD

a. Public Comments

Bonnie McDonald, a cab driver, stated the Mayor and Council were there for the people and to listen to their concerns. She presented her understanding of budget calculations and said the increase in City salaries and benefits have consumed the previous increase of sales tax. She implored the City to reduce to spending and said she does not support the City limits changing, does not support a sales tax increase, and asked the Council to lower spending and the sales tax.

Neal Cooper said he would like the City to stop spending money. He said the State Troopers are being pulled out of communities statewide to reduce spending. He said he was a voter and asked the Council to reduce the budget.

Nick Szabo, Chairman, Port and Harbors Advisory Board gave an overview and history of the Shipyard operation and funding to clarify any misconceptions about the necessity of the Shipyard. He explained approximately ten years ago local boat owners identified a need for a Shipyard, which would reduce their time traveling between ports, limit time away from their families, reduce their fuel costs, and provide them with more ownership of their vessel repairs. He said the vessel repairs in the Shipyard occur from multiple vendors and generate funds that stay within the community. He summarized the Shipyard funding over the last five years and stated the enterprise funds are at a breakeven point.

IV. UNFINISHED BUSINESS

None

V. NEW BUSINESS

a. Resolution No. 2015–08, Adopting an Alternative Method for the FY15 Shared Fisheries Business Tax Program and Certifying That This Allocation Method Fairly Represents the Distribution of Significant Effects of Fisheries Business Activity in Fisheries Management Area 13: Kodiak Island

Mayor Branson read Resolution No. 2015–08 by title. Resolution No. 2015–08 adopts an alternative allocation method and certifies that the allocation method fairly represents the distribution of significant effects of Fisheries Business activity in Fishing Management Area (FMA) 13. This resolution adopts an alternative allocation from the long form, which has been used in the past. This departure from the use of the long/standard form is decided on an annual basis and is being done to maximize city revenues.

Councilmember Walker MOVED to adopt Resolution No. 2015–08.

The roll call vote was Councilmembers Davidson, Haines, Saravia, Walker, and Whiddon in favor. Councilmember Bishop was absent. The motion passed.

b. Acceptance of Downtown Water, Sewer, and Storm Drain Master Plan, Project No. 07-15/7021

The City Council approved the Downtown Water, Sewer and Storm Drain Master Plan in October 2007. The City advertised an RFP for the downtown master plan and two engineering firms submitted proposals. The City selected DOWL and the project was awarded. The primary goal was to evaluate existing utilities for sizing and, particularly, routing in order to begin the replacement of the old utility system. DOWL presented the final draft of the Master Plan to the City Council at the January 6, 2015, work session and comments and corrections were completed.

Councilmember Haines MOVED to accept the 2015 Downtown Water, Sewer, and Storm Drain Master Plan from DOWL.

The roll call vote was Councilmembers Davidson, Haines, Saravia, Walker, and Whiddon in favor. Councilmember Bishop was absent. The motion passed.

c. Authorization of Professional Services Contract with Golder Associates for Updating SPCC Plans and Multi Sector General Permit for SWPPP at the WWTP Project No. 03-01/5035 and Project No. 03-01A/5035

Environmental Protection Agency (EPA) Oil Pollution Prevention regulations apply to any facility that has more than 1,320 gallons combined in above ground storage of oil products. Regulations require any facility that meets these criteria to have a Spill Prevention Control and Countermeasure Plan (SPCC). This project will complete the five-year plan updates for the Har-

bor, Police, and Public Works Departments as required by regulation. In addition, it will update the Multi-Sector General Permit for Storm Water (MSGP) at the Wastewater Treatment Plant (WWTP). Regulations require any WWTP that has flow in excess of one million gallons per day to have a Storm Water Pollution Prevention Plan (SWPPP) for the facility. The State of Alaska is issuing a new MSGP for SWPPP, and the City's plan must be compliant with the new permit.

Councilmember Davidson MOVED to authorize a professional services contract with Golder Associates for updating Spill Prevention Control and Countermeasure Plans and Multi Sector General Permit for Storm Water Pollution Prevention Plan at the Wastewater Treatment Plant in an amount not to exceed \$40,000, with funds from the Streets Capital Improvement Fund Project 5035.

The roll call vote was Councilmembers Davidson, Haines, Saravia, Walker, and Whiddon in favor. Councilmember Bishop was absent. The motion passed.

VI. STAFF REPORTS

a. City Manager

Manager Kniaziowski gave an update on the progress of the Monashka Pumphouse project. She said she is waiting to hear back from the Department of Community and Regional Affairs regarding the pathway funds. She said she has met with City staff and will plan to meet with Andy Schroeder of Island Trails Network regarding the grant funds awarded by the State of Alaska in FY2012. She said she is reviewing the draft composting permit, and the composting project is out to bid and will be awarded on March 26. She said the sweeper will arrive in May and will have decals honoring the 2014 Girls basketball team championship. She said the Department heads will start preparing their budgets, and the initial budget presentation to Council is scheduled for May 9, 2015. She said she is working with Police Chief Wallace to provide legislators with the Kodiak jail statistics. She indicated a UAA Professor will facilitate the Business Retention and Expansion training in Kodiak April 1 through 2. She said the Strategic Planning session with Sara Barton is scheduled with City Department heads on April 17 and the City Council on April 18. She said there will be an interview for a Finance Director in March. She stated she will attend SWAMC March 3 through March 7. She said she read in the newspaper and clarified the Council meeting does not have an armed guard present; the Police Chief is routinely present at meetings as a department head of the City.

Manager Kniaziowski recommended the March 12 and 26 regular meetings be cancelled and special meetings scheduled March 17 and 19.

Councilmember Davidson MOVED to cancel the March 12 and 26 regular Council meetings and schedule special meetings March 17 and March 19.

The roll call vote was Councilmembers Davidson, Haines, Saravia, Walker, and Whiddon in favor. Councilmember Bishop was absent. The motion passed.

b. City Clerk

City Clerk Marlar informed the public of the next scheduled Council work session and special meetings and clarified the meetings will be held in the KIB conference room.

VII. MAYOR'S COMMENTS

Mayor Branson thanked Nick Szabo for coming to share facts on the PHAB operations and funding and noted the FY2014 City audit indicates the Harbor enterprise funds are at a breakeven point. She shared that the City budget was cut five percent last year. She stated during the planning work session annexation was on the agenda for discussion only. She said the Council has done good work on looking at the full spectrum of the budget. She said the focus of the Council is the infrastructure of the City and emphasized the acceptance of the DOWL Master Plan. She clarified that the budget process will include the review of revenues and expenses.

VIII. COUNCIL COMMENTS

Councilmember Walker said he agreed with Mayor Branson's comments.

Councilmember Haines thanked the public for their comments. He said the Council shares many of the concerns identified by the citizens regarding the budget. He invited the public to the strategic planning and the budget work sessions. He said the Council's priorities are to keep Kodiak a vibrant City, which will require infrastructure that works. He referred to the water pipes as a priority and he said that staffing is a City investment and critical to the services the City provides.

Councilmember Davidson said he agreed with Councilmember Haines and encouraged the public to attend Council meetings to become informed and to provide comments. He said he attended Alaska Municipal League with the City Manager and met with legislators and informed the citizens the legalization of marijuana will continue to be discussed. He said the Office of Management and Budget gave an overview of state funding, and he spoke to the Commissioner of Corrections regarding Kodiak funding. He said he felt Kodiak was in a good position to maintain funding levels due to the routine maximum capacity at the jail. He congratulated KPD for the local drug bust.

Councilmember Whiddon said he concurs with his fellow Councilmembers. He said the City is about providing infrastructure for citizens. He commented about the higher cost of living and stated Kodiak is an island in the Gulf of Alaska, and some higher costs can be expected. He confirmed the costs are increasing and the revenue is falling and requested the community help to determine what level of services are a priority in the City of Kodiak. He commented that Councilmembers are not paid professional politicians; they are committed to doing a good job and feels proud and privileged to perform those duties. He said the Council is committed to working through the budget process to manage the costs.

Councilmember Saravia said he agrees with his constituents comments. He thanked the public for their comments; he commented that the meeting audience was sparse and it would be optimal to have more people present. He encouraged citizens to apply for the City Council, and he said the Council is there to represent the community as a whole not specific individuals.

IX. AUDIENCE COMMENTS

Bonnie McDonald said the sewer and water pipes should be replaced in a timelier manner. She said she appreciates the Council for the budget cuts last year and their time commitment. She said the City expenses need to be reduced. She asked the Council to protect and honor the fisherman and shared concern that fishermen pay for parking.

X. EXECUTIVE SESSION

a. Discussion About Contractor Claims Related to the Reconstruction of Pier III

Councilmember Davidson MOVED to enter into executive session pursuant to AS 44.62.310(c)(1) to discuss matters, the immediate knowledge of which would clearly have an adverse effect upon the finances of the City, specifically, contractor claims related to the reconstruction of Pier III.

The roll call vote was Councilmembers Davidson, Haines, Saravia, Walker, and Whiddon in favor. Councilmember Bishop was absent. The motion passed.

The Council entered into executive session at 8:25 p.m.

Mayor Branson reconvened the meeting at 9:53 p.m.

XI. ADJOURNMENT

Councilmember Davidson MOVED to adjourn the meeting.

The roll call vote was Councilmembers Davidson, Haines, Saravia, Walker, and Whiddon in favor. Councilmember Bishop was absent. The motion passed.

The meeting adjourned at 9:53 p.m.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Minutes Approved:

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PERSONS TO BE HEARD

MEMORANDUM TO COUNCIL

Date: March 19, 2015

Agenda Item: III. a. Proclamation: Women's History Month

SUMMARY: This proclamation recognizes the contributions of women to the growth and strength of our Nation and urges residents to increase their knowledge and appreciation of the valuable role women play in our lives.

NOTES/ATTACHMENTS:

Attachment A: Proclamation Declaring Women's History Month

Proclamation Declaring Women's History Month

WHEREAS, American women of every race, class, age, and ethnic background helped found the Nation in countless recorded and unrecorded ways as servants, slaves, nurses, nuns, homemakers, industrial workers, teachers, reformers, soldiers, and pioneers; and

WHEREAS, American women, both Native and non-Native, have contributed to the opening and founding of our State, exhibiting great strength and enduring countless hardships to do so; and

WHEREAS, women played and continue to play a critical economic, cultural, and social role in every sphere of life by constituting a significant portion of the labor force working in and outside the home; and

WHEREAS, women of every race, class, age, and ethnic background served as early leaders in the forefront of every major progressive social change movement, not only to secure their own right of suffrage and equal opportunity, but also in the Abolitionist movement, the Emancipation movement, the Industrial movement, and the Civil rights movement; and

WHEREAS, despite these contributions, the valuable role of women in history has been consistently overlooked and undervalued in the body of American history.

NOW, THEREFORE, I, Pat Branson, do hereby proclaim the month of March 2015 as

Women's History Month

in Kodiak and urge residents to increase their knowledge and appreciation of the valuable role women play in our lives.

Dated this 19 day of March 2015.

City of Kodiak

Pat Branson, Mayor

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NEW BUSINESS

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Aimée Kniaziowski, City Manager *AK*
Thru: *JS* Don White, Harbormaster and Glenn Melvin PE, City Engineer *GM*
Date: March 19, 2015

Agenda Item: V. a. **Resolution No. 2015-09, Appropriating Funds From the Cargo Terminal Fund to Fund Change Order No. 8 to Pacific Pile and Marine for Pier III Replacement, Project No. 11-07/8024**

SUMMARY: The City Engineer and Harbormaster have been working with the project manager to resolve construction issues including some with disputed or unresolved entitlement. The project manager, City, and contractor have reached an agreement that resolves the dispute through formulation of an "Agreement and Change Order." In order to implement the Agreement and Change Order, the City must appropriate additional funding for the Pier III Replacement Project. Staff recommends that Council authorize Resolution No. 2015-09, which will appropriate adequate funds from the Cargo Terminal Fund to the Pier III Reconstruction Project.

PREVIOUS COUNCIL ACTION: Council discussed the issues involved in reaching a settlement at the February 26 and March 17 meetings.

DISCUSSION: During the course of performance of work under the construction contract for the Pier III Reconstruction project, disputes have arisen involving, among other things, allegations by PPM that the pile provided by the City did not meet specifications resulting in extra, changed and impacted work for itself and subcontractors. The City and the contractor wish to avoid the claims process under the construction contract and have reached agreement on compromise and settlement of terms and conditions which are agreed upon as "Agreement and Change Order No. 8" to the construction contract.

This resolution provides funding for Settlement and Change Order No. 8, which resolves construction issues including storm damage to sheet piles, pipe pile deliveries, design lengths, out of round piles, additional work at grid line A hinge piles, issues relating to pile driving through armor rock, and issues associated with pile B-25. In addition subsurface and geotechnical pile driving risk associated with the remainder of the main pier structural piles will be transferred to the contractor on a go-forward basis.

ALTERNATIVES:

- 1) Adopt Resolution No. 2015-09, which will authorize the transfer of funds from the Cargo Fund-Appropriation of Fund Balance to the Cargo Capital Project Fund-Pier III Construction. This is

recommended by staff and the project manager to bring issues related to contractor problems to a close.

- 2) Do not adopt the resolution, which is not recommended, since the available project funds do not provide an adequate contingency to complete the project and could lead to claims against the City.

FINANCIAL IMPLICATIONS: As mentioned, there is no alternative for needed funds other than to use fund balance from the Cargo Fund.

LEGAL: The City has been relying upon the assistance and advice of City counsel during the negotiation process. The attorney drafted the final documents, which will be adopted by the City Council later in the meeting.

STAFF RECOMMENDATION: Staff recommends that Council authorize Resolution No. 2015–09, which will appropriate funds from the Cargo Fund–Appropriation of Fund Balance to the Cargo Capital Project Fund–Pier III Construction to settle contractor claims related to Pier III Replacement Project No. 11-07/8024.

CITY MANAGER’S COMMENTS: I support this recommendation. A great deal of time and effort has gone into reaching this settlement which is acceptable to both parties. Therefore, I recommend Council adopts Resolution No. 2015–09.

ATTACHMENTS:

Attachment A: Resolution No. 2015–09

PROPOSED MOTION:

Move to adopt Resolution No. 2015–09.

**CITY OF KODIAK
RESOLUTION NUMBER 2015-09**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK
APPROPRIATING FUNDS FROM THE CARGO TERMINAL FUND TO FUND
CHANGE ORDER NO. 8 TO PACIFIC PILE AND MARINE FOR PIER III
REPLACEMENT, PROJECT NO. 11-07/8024**

WHEREAS, the City and Pacific Pile and Marine have agreed to enter into a change order to the contract for Pier III replacement to resolve certain contractor claims; and

WHEREAS, the change order will increase the contract sum under the Pier III replacement contract above the amount currently budgeted for the project; and

WHEREAS, Article V of the City of Kodiak Charter provides that an appropriation of funds separate from the budget document may be made by resolution.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska:

Section 1. The Fiscal Year 2015 Operating Budget is amended by appropriating and transferring \$2,240,000 from the Cargo Terminal Fund Fund Balance to the following account to pay the cost of Change Order No. 8 to Pacific Pile and Marine for Pier III Replacement, Project No. 11-07/8024:

Appropriation / Transfer From:

<u>Account Description</u>	<u>Amount</u>
Cargo Fund–Appropriation of Fund Balance	\$2,240,000

Transfer to:

<u>Account Description</u>	<u>Amount</u>
Cargo Capital Project Fund–Pier III Construction	\$2,240,000

Section 2. This resolution shall become effective upon adoption

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

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MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Aimée Kniaziowski, City Manager *AK*
Thru: Glenn Melvin PE, City Engineer *GM*
Date: March 19, 2015

Agenda Item: V. b. Authorization of Professional Services Contract for Pre-Design of the New Fire Station and Condition Assessment of the Old Library Building, Project No. 6015/15-06

SUMMARY: Between 2004 and 2006, USKH (now Stantec) performed programming and concept design services for various configurations of City of Kodiak municipal buildings including various approaches to the fire station. Now that the old police station has been removed and the old library is vacated, we can re-assess the site and look at options for planning of the new fire station as well as potential reuse of the old library building. In this proposal, Stantec will perform programming verification, site selection support, and prepare conceptual design for the new fire station. Also included in this scope of services, Stantec will prepare a condition assessment including cost analysis of the old library to aid in determining the potential for future use by the City. The Manager and staff recommend authorization of the professional services contract with Stantec in the lump sum amount of \$99,435.

PREVIOUS COUNCIL ACTION:

- In early 2004, Council selected USKH to prepare a feasibility study for the replacement of aging City facilities, including the building that housed the old police station and jail.
- In September of 2005, a Hazardous Material Report for Municipal Buildings City of Kodiak was prepared by USKH. It included the fire station, the old KPD building, and the library.

DISCUSSION: Stantec has mapped out a plan for this project, which includes three tasks. Task 1 will start with a site visit to Kodiak to meet with City officials to discuss general parameters, funding, and scheduling scenarios regarding the new fire station. The Stantec team will gather information and interview fire department and City officials to update the 2004 building programs to reflect current needs. Stantec will utilize previously developed Concept Designs as a tool to verify program applicability and spatial relationships and scale with the Fire Department and City officials. Stantec will then incorporate the information into an updated building program, which will be used to develop concepts for the new fire station.

During the site visit, Stantec will have an architect, mechanical engineer, and electrical engineer to conduct a condition assessment of the now vacant old library building. They will inspect building

systems and prepare a report outlining improvements necessary to bring the building up to a useable and code compliant condition. Stantac's structural engineer will review available as-builts and photos to assess design loads verses current codes and conditions. Stantec will prepare a cost estimate for bringing the building up to useable condition and prepare a condition assessment report to the City.

Task 2 will include programming and site selection for the new fire station. Concurrent with the programming effort, Stantec will develop site selection decision matrices to assist the City in site selection for the fire station. They will provide an updated Kodiak fire station program and summary report for the site selection recommendations.

Task 3 will be the presentation of the concept design to Council. Concept design will be prepared based on agreed upon sites by City officials and facility users. The agreed upon concept will be used for the concept level cost estimate. Task 3 will include a second site visit to conclude with a presentation to Council.

ALTERNATIVES:

- 1) Authorize the professional service contract with Stantec, which would move the project forward. It will accomplish two goals: First goal – Pre-design of the new Fire Station would provide the first step in the plan to replace the substandard existing structure; Second goal – the condition assessment of the old library building will give Council the needed information in deciding whether to reuse the structure or demo and remove it. This is recommended by staff.
- 2) Do not authorize or postpone the project, which increases the risk associated with the aging fire station, and the City would need to continue to absorb costs to keep the old library building heated. Staff does not recommend this alternative.

FINANCIAL IMPLICATIONS: This project is fully funded at \$100,000 in the current FY2015 budget. There are sufficient funds to award the contract with \$10,000 remaining in contingencies.

LEGAL: N/A

STAFF RECOMMENDATION: It is staff's recommendation to authorize the professional services contract for pre-design of the new fire station and condition assessment of the old library building, Project No. 6015/15-06

CITY MANAGER'S COMMENTS: This two-part study will give the City better information on whether or not the old library can be retrofitted and used for City purposes and give us an analysis of how to approach the planning for a new fire station. The fire station was identified as a replacement priority eight to ten years ago, with the hope to locate the new station on or near the existing one. At the time, the City expected to demolish the old library and use a portion of the site for the new station. The City has unmet space needs, so it was decided to evaluate the old library facility for possible reuse. I

expect this study to help us know if the cost to clean up the contamination and other environmental issues and retrofit the old building will be of real measurable benefit to us spacewise. I support staff's recommendation.

ATTACHMENTS:

Attachment A: Stantec proposal for professional services, City of Kodiak fire station predesign and old library condition assessment dated, March 4, 2015

PROPOSED MOTION:

Move to authorize a professional services contract with Stantec in the amount of \$99,435 for the pre-design of the new fire station and condition assessment of the old library building, Project No. 6015/15-06, and authorize the City Manager to execute the documents for the City.



Stantec Architecture Inc.
544 4th Avenue Suite 102, Fairbanks AK 99701-4714

March 4, 2015

Glenn Melvin, City Engineer
City of Kodiak
2410 Mill Bay Road
Kodiak, AK 99615

Subject: **Proposal for Professional Services**
City of Kodiak Fire Station Predesign and Old Library Condition Assessment
Kodiak, Alaska

Dear Mr. Melvin:

Stantec Architecture Inc. (Stantec) is excited to continue to provide professional services to assist you and the City of Kodiak (City) in moving forward on a new Fire Station. We cordially submit the following proposal:

Project Scope

From our previous discussions in early 2014, and from previous project support we have provided, we understand the Scope of Work to include a programming verification effort, site selection support, and concept design for a new Fire Station as well as a condition assessment of the existing Library for potential use by the City of Kodiak if feasible.

Consultant Scope of Services

Between 2004 and 2006, USKH (now Stantec) performed programming and concept design services for various configurations of City of Kodiak Municipal Buildings, including the various approaches for the Fire Station. These approaches included Fire Stations co-located alongside the Police Station and Jail. Now that the old Police Station has been demolished and a new one constructed, and the old Library structure is vacated, we can re-assess the sites and provide development scenarios for the City to consider for the new Fire Station.

As further described herein, we have mapped out an initial plan to revisit the program and site conditions with the goal of developing a Concept Design to ultimately provide a rough order of magnitude (ROM) estimate for the City's funding request purposes.

Task 1-Site Visit and Condition Assessment: Stantec's Scope of Services will begin with a site visit to Kodiak to meet with City officials to discuss general parameters including sites of interest, funding and scheduling scenarios for the Fire Station. During this initial information gathering trip, we will interview Fire Department City officials so the 2004 building programs can be updated to reflect current needs. Stantec will use the previously developed Concept Designs as a tool to verify program applicability and spatial relationships and scale with the Fire Department and City

Design with community in mind

Doing business as:
Stantec Architecture and Engineering (NY)
Stantec Architecture P.C. (DC, MS, MO, NE)
For a list of our registered architects, please visit www.stantec.com/about-us/registered-architects.html



March 4, 2015
Glenn Melvin, City Engineer
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Reference: City of Kodiak Fire Station Predesign and Old Library Condition Assessment

officials. Stantec will incorporate this information in to an updated building program which will be used to develop concept designs for the new Fire Station.

In addition to gathering information to update the building program, this site visit will also be for conducting a condition assessment of the now vacant Library for use in considerations for future City use if feasible. Architectural, Mechanical, and Electrical staff will visit the site, review as-builts and prepare a report outlining improvements necessary to bring the building up to useable and code compliant condition. Our structural engineer will review available as-builts and photos to assess design loads versus current codes and conditions. A cost estimate for executing the recommended improvements will be prepared.

Deliverables for Task 1 will include (5) bound copies of the Library Condition Assessment Report.

Task 2-Programming and Site Selection: Concurrent with the Programming effort, Stantec will develop site selection decision matrices to assist the City in site selection for the Fire Station. These matrices help weigh and assess such factors as land value, location, available utilities, known soil conditions, and other program-specific factors to be developed with the City. During the information gathering trip, Stantec will solicit important factors from City Officials, and will visit potential sites of interest for the Fire Station.

Deliverables for Task 2 will include five (5) copies of the updated Kodiak Fire Station Program and summary report for the Fire Station Site Selection Recommendations.

Task 3-Concept Design and Presentation: With updated program documents and preferred sites agreed upon by City officials and facility users, Stantec will begin Concept Designs. Stantec will employ Sketch-Up and Revit software to develop 3D conceptual plans, elevations, massing, site compositions, and virtual building walk-throughs.

Concept Design is a reiterative process that will take several concept option submittals and refinements before a viable, preferred concept arises. Once a preferred concept is agreed upon for the Fire Station, Stantec will then prepare a concept level project estimate for the City of Kodiak to use in soliciting funding.

After the conceptual level estimate is formulated, Stantec will then perform a second site visit to conclude the preliminary phase of this project with a presentation to City officials on the Concept Report, recommendations, and construction cost estimate, and will outline the next steps and timelines for further project advancement.

Deliverables for Task 3 will include interim concept design submittals on electronic media submitted via e-mail. Final Concept Design deliverables will include plans, elevations and renderings, concept estimate, and mounted-laminated presentation boards.



March 4, 2015
Glenn Melvin, City Engineer
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Reference: City of Kodiak Fire Station Predesign and Old Library Condition Assessment

Understandings and Exclusions

This proposal is offered with the following understandings:

- The previous need for City Hall Office programming, site selection support, and concept design has been deferred at your request.
- The City of Kodiak has a master Agreement and will generate the Contract for the Services described herein, negotiated, and with this letter as an added Exhibit.

The following services are specifically excluded from the Consultant Scope of Services at this time, and can be negotiated and added to a later scope once the site and preferred concept are developed:

- Geotechnical Engineering
- Environmental Engineering Services Environmental Services related to site selection beyond the recognized inundation zone assessment. Excluded services include Phase 1 and 2 Environmental Site Assessments and federal and state environmental permitting/clearances.
- Survey
- Hazardous Material Identification or Abatement
- Engineering services beyond conceptual level support, including drawings, calculations, schedules, and system sizing above and beyond order of magnitude scaling.
- Additional Site Visits beyond the two included.
- City Hall programming, site selection, concepts or design.

These services are available and we can support these needs at your earliest convenience when the City is ready. They can be added via negotiated Amendment should the need arise.

Schedule

The following draft project schedule is based upon a goal for construction beginning in 2016.

Task	Timeframe
Receive NTP	March 20, 2015
Task 1-Site Visit	Week of April 6, 2015
Tasks 1 and 2-Updated Program, Library Condition Assessment Report and Site Selection Matrix	May 14, 2015
Task 3-Concept Designs	July 23, 2015
Task 3-Preferred Concept Presentation	Week of August 24, 2015
<i>Funding Procurement</i>	<i>60 days</i>
<i>Future Design Phases (35%-65%-95%-100%)</i>	<i>6 months</i>
<i>Bidding</i>	<i>Spring 2016</i>
<i>Construction</i>	<i>2016 construction season +</i>



March 4, 2015
Glenn Melvin, City Engineer
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Reference: City of Kodiak Fire Station Predesign and Old Library Condition Assessment

Fee

Stantec proposes to perform the Consultant Scope of Services noted above under a Lump Sum Agreement as broken down in the previously attached fee worksheet.

Proposed compensation may be adjusted if Services are not authorized within 30 days of the date of this letter.

Closing

Upon your approval of this proposal, Stantec is excited and ready to commence work, pending City officials' availability.

Glenn, thank you for contacting us! The City of Kodiak has been a highly valued client and we are excited to continue our work with you. If you have any questions, please do not hesitate to contact me directly. My contact information is included below.

Regards,

STANTEC ARCHITECTURE INC.

A handwritten signature in blue ink, appearing to read 'Jared VanderWeele'.

Jared VanderWeele, AIA, NCARB
Associate, Senior Architect
Phone: (907) 450-1441
Fax: (907) 452-4225
jared.vanderweele@stantec.com

Attachments: Fee Worksheet

Work Order: _____ CT

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544 4th Avenue, STE 102
 Fairbanks, AK 99701-4714
 Fee Estimate for Professional Services
 Prepared by: Jared VanderWeele

TBD
 Municipal Buildings - Fire Station and City Hall Predesign
 City of Kodiak
 Jan 08, 2015

SUMMARY OF LABOR AND EXPENSES

Task No.	Task Name	All Disciplines	Expenses by Task	Subtotal
1	Site Visit and Condition Assessment	32,264.00	3,805.00	\$36,069.00
2	Programming and Site Selection	18,182.00	275.00	\$18,457.00
3	Concept Design	36,454.00	10.00	\$36,464.00
4	On Site Presentation	6,330.00	2,115.00	\$8,445.00
Total		\$93,230.00	\$6,205.00	\$99,435.00

NOTES

1 See Scope of Work document for specific exclusions



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Fee Estimate for Professional Services
Prepared by: Jared VanderWeele



TBD
Municipal Buildings - Fire Station and City Hall Predesign
City of Kodiak
Jan 08, 2015

LABOR BREAKDOWN: ALL DISCIPLINES

Personnel Classification	Rate	Senior Civil Engineer I	Civil Designer / Technician II	Senior Architect III	Senior Architect II	Senior Architect I	Architectural Designer / Technician II	Senior Mechanical Engineer II	Mechanical Engineer II	Senior Electrical Engineer II	Senior Structural Engineer I	Project Assistant III	TOTAL COST	TOTAL HOURS
		\$166.00	\$118.00	\$196.00	\$168.00	\$157.00	\$136.00	\$168.00	\$152.00	\$188.00	\$161.00	\$136.00	TOTAL COST	TOTAL HOURS
1 Site Visit and Condition Assessment														
Project Management				2								4	\$858.00	6
Kick Off Meeting				2	2	2	2	2	2	2	2		\$1,948.00	12
Fire Department Interviews				4	4	4							\$1,300.00	8
On-Site Library Condition Assessment				4	4	4		8	8	8			\$3,860.00	24
Library As-built review				4		4		4	4	8			\$3,868.00	24
Potential Site Visits				4	4	4							\$1,300.00	8
Condition Assessment Report				8	8	8		8	8	8	8	8	\$6,192.00	40
Condition Assessment Estimate				8	8	8		2	2	2	2		\$3,786.00	22
QA/QC				4			2						\$1,120.00	6
Logistics				16	16	16		8	8	8		2	\$8,032.00	50
Totals for Task 1		0	0	12	30	52	4	32	36	20	14		\$32,264.00	200
2 Programming and Site Selection														
Project Management				2								4	\$858.00	6
Site Analysis		8	12	20	4	20	12					2	\$8,460.00	58
Report Writing		4	8	8	4	8						6	\$4,352.00	30
Programming Documents				16	4	16						4	\$3,728.00	24
QA/QC				4									\$784.00	4
Totals for Task 2		12	20	46	12	46	12	0	0	0	0	16	\$18,182.00	122
3 Concept Design														
Project Management				2								4	\$858.00	6
Fire Station Concept Designs		8	24	32	12	32	88	8	8	8	8	2	\$27,288.00	190
Estimates		4		10		10	2					6	\$4,138.00	24
Report Preparation		4		10		10	2					6	\$3,386.00	22
QA/QC				4									\$784.00	4
Totals for Task 3		16	24	54	12	54	88	8	8	8	8	12	\$36,454.00	246
4 On Site Presentation														



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Prepared by: Jared VanderWeele



TBD
Municipal Buildings - Fire Station and City Hall Predesign
City of Kodiak
Jan 08, 2015

LABOR BREAKDOWN: ALL DISCIPLINES

Personnel Classification	Senior Civil Engineer I	Civil Designer / Technician II	Senior Architect III	Senior Architect II	Senior Architect I	Architectural Designer / Technician II	Senior Mechanical Engineer II	Mechanical Engineer II	Senior Electrical Engineer II	Senior Structural Engineer I	Project Assistant III	TOTAL COST	TOTAL HOURS
Project Management					2						4	\$858.00	6
Site Visit for presentations				16	16						2	\$5,472.00	34
Totals for Task 4	0	0	0	16	18	0	0	0	0	0	6	\$6,330.00	40

ALL DISCIPLINES LABOR TOTALS	28	44	28	70	170	100	8	40	44	28	48	\$93,230.00	608
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EXPENSES BREAKDOWN

Item Description	Quantity	Units	Rate	Total	Remarks
1 Site Visit and Condition Assessment					
Airfare	4	Round Trip	\$500.00	2,000.00	
Per diem	8	per diem	\$60.00	480.00	
Rental car	2	days	\$150.00	300.00	
Hotel	6	Nights	\$125.00	750.00	
Condition Assessment Report Reprographics	5	each	\$50.00	250.00	
Report Shipping	1	lump	\$25.00	25.00	
Totals for Task 1				\$3,805.00	

2 Programming and Site Selection					
Draft Report Reprographics	5	each	\$50.00	250.00	
Report Shipping	1	lump	\$25.00	25.00	
Totals for Task 2				\$275.00	

3 Concept Design					
Long distance	1	lump	\$10.00	10.00	
Totals for Task 3				\$10.00	

4 On Site Presentation					
Airfare	2	Round Trip	\$500.00	1,000.00	
Per diem	4	per diem	\$60.00	240.00	
Hotel	4	Nights	\$125.00	500.00	
Final Report and Concept Reprographics	5	each	\$75.00	375.00	
Totals for Task 4				\$2,115.00	

EXPENSES TOTALS **\$6,205.00**

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MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimée Kniaziowski, City Manager 

Thru: Glenn Melvin, City Engineer

Date: March 19, 2015

Agenda Item: V. c. **Authorization of Amendment No. 3 to the Professional Services Contract for Pier III Project Management Through Construction, Project No. 8024/11-07**

SUMMARY: This memo recommends award of Amendment No. 3 to ARCADIS for additional construction phase project management services for the Pier III replacement project. Roe Sturgulewski submitted a proposal to provide extended project management services beyond what was anticipated in the original proposal. Staff and the City Manager recommend Council authorize Amendment No. 3 to ARCADIS professional services contract to extend Construction Phase Project Management services for the Pier III replacement project in the estimated amount of \$200,000.

PREVIOUS COUNCIL ACTION:

- FY09 Council approved a capital project budget of \$250,000 for inspection and design of Pier III.
- FY12 Council approved an additional \$462,000 to the project.
- July 12, 2012, Council adopted Resolution No. 2012-18 accepting the legislative grant for \$18.1 million and accepting the additional \$15 million if the bond package passed, which it did.
- December 13, 2012, Council approved the RISE Alaska (ARCADIS) proposal for initial project management services for Pier III.
- December 12, 2013, Council approved Amendment No. 1 to the Professional Services Contract for Pier III Project Management through construction.
- December 23, 2013, Contract Amendment No. 2 Negotiation Support Services for New Horizon Lines Agreement Contract awarded under City Manager Authority for Not-to-Exceed amount of \$15,000.

DISCUSSION:

There have been a number of shifts in the project scope since ARCADIS submitted the December 2013 proposal for construction management services. Prior to bidding the general construction contract, substantial completion had been contemplated to be achieved in December 2014. Through discussions with the contracting community, this milestone was extended to June 2015. Issues have arisen during construction that will extend the date further. Pacific Pile and Marine's (PPM) proposed schedule that is currently under consideration would extend Substantial Completion to the end of August and Final Completion to the end of October. In addition to an extension of time, there have been other elements of

added work beyond what was anticipated in the original ARCADIS proposal. The re-design and value engineering efforts resulting from the initial bid results added work. In addition, the General Contractor has submitted a number of claims that have taken a significant amount of time to manage.

ARCADIS has prepared an estimate of the services required to complete the project. They have assumed the level of effort will decrease from what has been required over the last few months with resolution of financial issues with the General Contractor. ARCADIS estimates they will need an additional \$200,000 to cover the Project Management Services throughout the completion of the project in October 2015.

ALTERNATIVES:

- 1) Council may authorize amendment of the professional services contract with Roe Sturgulewski and ARCADIS, which is staff's recommendation and is consistent with past actions.
- 2) Delay or do not authorize the amendment. This is not recommended, as it will limit staff's ability to meet the complex needs of a project this size.

FINANCIAL IMPLICATIONS: The funds to complete this project have been secured through \$33.1 million in State grants and bonds. Those funds are augmented by more than \$400,000 remaining from the initial project capital budget for a total exceeding \$33.5 million. There is adequate funding to award this contract.

LEGAL: N/A

STAFF RECOMMENDATION: Staff recommends authorization of Amendment No. 3 to ARCADIS professional services contract to extend Construction Phase Project Management services for Pier III Replacement.

CITY MANAGER'S RECOMMENDATION AND COMMENTS: As I've stated before, we rely heavily on Roe's direction and assistance on this project. He continues to put many hours and much effort into seeing the project to completion. The project requires ongoing effort and time to get the contract through to completion. I recommend Council authorize this amendment.

ATTACHMENT:

Attachment A: RISE Alaska/ ARCADIS Pier III proposal, dated March 9, 2015

PROPOSED MOTION:

Move to authorize Amendment No. 3 to the professional services contract with ARCADIS in an amount not-to-exceed \$200,000 for project management services through construction for Pier III Reconstruction, Project No. 8024/11-07.

March 9, 2015

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

**Subject: City of Kodiak - Pier 3 Replacement
Project Management Services During Construction- Amendment 3**

This is to request a contract amendment to provide additional funding to provide the City of Kodiak with comprehensive project management services for the new Kodiak Pier 3 facility.

There have been a number of shifts in the project scope since we submitted our December 2013 proposal for Construction Management services. Prior to bidding the general construction contract, Substantial Completion had been contemplated to be achieved in December 2014. Through discussions with this contracting community, this milestone was extended to June 2015. Issues have arisen during construction that will extend the date further. PPM's proposed schedule that is currently under consideration would extend Substantial Completion to the end of August and Final Completion to the end of October. In addition to an extension of time there have been other elements of added work beyond what was anticipated in our original proposal. The re-design and value engineering efforts resulting from the initial bid results added work. In addition, the General Contractor has submitted a number of claims that have taken a significant amount of time to manage.

We have prepared an estimate of the services required to complete the project. We have assumed the level of effort will decrease from what has been required over the last few months with resolution of financial issues with the General Contractor. We estimate we will need an additional \$200,000 to cover our services throughout the completion of the Project in October 2015.

The Kodiak Pier III upgrade is an important infrastructure project for the City of Kodiak. We appreciate the opportunity to help deliver this critical infrastructure.

Please contact me at 907.276.8095 or roe.sturgulewski@arcadis-us.com if you have any questions or desire additional information.

Sincerely,



Roe Sturgulewski

Operations Leader

ARCADIS US, In

[Imagine the result](#)



City of Kodiak Pier 3 Replacement

Amendment 3 (Project Management Services) March - October 2015

Project Team Members	Rates*	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Hours	Total
Roe Sturgulewski, Lead Project Manager	\$ 185	140	80	80	80	80	80	80	80	700	\$ 129,500
Hanh Le-Griffin, Ports Manager, Procurement & Construction	\$ 175	10	10							20	\$ 3,500
Tony Salazar, Project Manager	\$ 170	15	15	15	15	15	15	15	15	120	\$ 20,400
Cynthia Oistad, Public Involvement	\$ 118	5	5	5	5	5	5	5	5	40	\$ 4,720
Cricket Gartrell, Project Controls	\$ 118	10	10	10	10	10	10	10	10	80	\$ 9,440
Joyce Kuhn, Administration Support	\$ 82	35	35	35	35	35	35	35	35	280	\$ 22,960
TOTAL LABOR		215	155	145	145	145	145	145	145	1240	\$ 190,520

Expenses

Travel (airfare, vehicle, lodging, meals, etc.)	\$800	1	1	1	1	1	1	1	1		\$5,600
Miscellaneous Expenses (printing, office supplies)											\$3,880
TOTAL EXPENSES											\$ 9,480

TOTAL FEE	\$ 200,000
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MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimée Kniazinski, City Manager 

Thru: Glenn Melvin, City Engineer and Lon White, Harbor Master 

Date: March 19, 2015

Agenda Item: V. d. **Authorization of Change Order No. 8 to Pacific Pile and Marine for Pier III Replacement, Project No. 11-07/8024**

SUMMARY: This memo recommends authorization of Change Order No. 8 to Pacific Pile and Marine LP (PPM) in the amount of \$2,240,000. This change order addresses a number of issues that have impacted project cost and schedule. In an effort to resolve these issues globally, a settlement has been proposed on a global scale, which will enable the project to move forward in a successful manner. Staff and the City Manager recommend Council approve Change Order No. 8 (Settlement and Change Order) to Pacific Pile and Marine, LP.

PREVIOUS COUNCIL ACTION: Change Orders 1 through 6 were executed by the City Manager as authorized per KCC 2.08.060 (f) and 3.12.020. Change Order No. 7 was approved by Council at the January 22, 2015, meeting.

DISCUSSION: This Change Order resolves a number of issues including some with disputed or unresolved entitlements. Some of the unresolved issues include storm damage to sheet piles, gridline A-C pile deliveries, design lengths, out of round piles, additional work at grid line A hinge piles, issues relating to pile driving through armor rock, and issues associated with pile B-25. In addition, subsurface and geotechnical pile driving risk associated with the remainder of the main pier structural piles will be transferred to the Contractor on a go-forward basis.

This agreement also modifies the project completion dates. A new partial substantial completion milestone will be established that aligns with delivery of the Horizon Lines crane. The partial completion milestone date will be July 8, 2015, which is slightly ahead of the proposed Horizon Lines date of July 14, 2015. PPM will focus their efforts on completion of the northern portion of the pier design to handle offloading of the crane. The milestone date for the Substantial and Final Completion will be revised to August 31, 2015, and October 31, 2015, respectively. The full scope of the change order is further defined in the Settlement and Change Order Agreement attached.

manner.

ALTERNATIVES:

- 1) Authorize Change Order No 8 as recommended by staff and the project manager. This is the recommendation of staff, because it will allow the project to move in a positive manor to achieve the schedule objectives to make the project a success.
- 2) Delay or do not authorize the change order, which is not recommended. Delay would likely result in contract litigation that would adversely impact project success. Nonauthorization would likely halt the project and result in legal challenge by the contractor.

FINANCIAL IMPLICATIONS: Funding for this Change Order No. 8 is being implemented through Resolution No 2015-09.

LEGAL: The City's Attorneys have been involved in discussion regarding Change Order No. 8 and agree it should be approved at this time.

STAFF RECOMMENDATION: Staff and the project manager recommend authorization of Change Order No. 8 to Pacific Pile and Marine in the amount of \$2,240,000 with funds coming from the Cargo Development Fund Pier III Replacement Project No. 11-07/8024.

CITY MANAGER'S RECOMMENDATION AND COMMENTS: This is a high cost reconciliation outlined in the attached change order documents. This change order contains a lot of information that Glenn Melvin, Lon White, and Roe Sturgulewski explained at the work session earlier this week. I support the recommendations from staff and the project manager to pay these items from the project contingency fund and recommend Council to approve the change order.

ATTACHMENTS:

- Attachment A: Change Order No. 8
- Attachment B: Settlement and Change Order Agreement
- Attachment C: Arcadis Memorandum dated March 10, 2015

PROPOSED MOTION:

Move to authorize Change Order No. 8 to Pacific Pile and Marine in the amount of \$2,240,000 for the Pier III replacement project with funds coming from the Cargo Capital Project Fund, Pier III Replacement, Project No. 11-07/8024, and authorize the City Manager to execute the documents on behalf of the City.



**CITY OF KODIAK
CHANGE ORDER**

CHANGE ORDER NO.: 008

DATE: 03/20/15

NAME OF PROJECT: Kodiak Pier III Replacement

PROJECT NO.: 11-07/8024

CONTRACTOR: Pacific Pile & Marine, LP

Change is hereby made to the CONTRACT DOCUMENTS by the incorporation of Attachment A in order to resolve impacts from Owner-furnished "out of round" Piles and other issues in the amount of \$2,240,000.00

Justification: Resolve certain outstanding issues.

Attachments: [1] Attachment A, a 7-Page Change Order Document executed 3/20/15.

Original CONTRACT PRICE: \$25,841,720.00

CONTRACT PRICE inclusive of prior CHANGE ORDERS: \$26,604,230.36

CONTRACT PRICE due to this CHANGE ORDER: will increase by \$2,240,000.00

New CONTRACT PRICE including this CHANGE ORDER: \$28,844,230.36

Increase/Decrease in CONTRACT TIME: See Attachment A.

In consideration of the modification(s) agreed to herein, Contractor releases City of Kodiak from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to this Change Order except as may be authorized by terms found in Attachment A.

Except those provisions inclusive to this change order, all other terms and conditions of the contract remain in effect.

Requested by City Engineer _____

Approved by Department Head _____

Ordered by City Manager* _____

Accepted by Contractor _____

** City Manager Authorized Per City Code, 2.08.060(f) and 3.12.020.*

SETTLEMENT AND CHANGE ORDER

THIS SETTLEMENT AND CHANGE ORDER (“Change Order”) records that agreement reached by and between the City of Kodiak, Alaska (“City”) and Pacific Pile & Marine (“PPM”).

RECITALS

WHEREAS, the City was and is the owner of that structure known as the Kodiak Pier III, located in Kodiak, Alaska; and

WHEREAS, PPM entered into a written contract with the City (the “Construction Contract”) to serve as general contractor for replacement of Pier III; and

WHEREAS, during the course of performance of work under the Construction Contract and thereafter, disputes have arisen involving, among other things, allegations by PPM that the pile provided by the City did not meet specifications resulting in extra, changed and impacted work for itself and subcontractors; and

WHEREAS, the parties wish to avoid the claims process under the Construction Contract and have reached agreement on compromise and settlement on the terms and conditions to be and which are here reduced to writing, and shall serve as a change order to the Construction Contract;

NOW, THEREFORE, the parties confirm their agreement as follows:

CHANGE ORDER AGREEMENT AND RELEASE

A. Payments. In consideration of the covenants by PPM below, the City shall pay or cause to be paid to PPM the amount of Two Million, Two Hundred Forty Thousand and 00/100 Dollars (\$2,240,000). This amount shall be divided into sixty-six (66) equal parts with payment of one part per successful pile installation, which payment shall be included with monthly payments made pursuant to PPM’s payment applications.

B. Scope of Settled Disputes. The parties to this Change Order have negotiated this change order and settlement between them to compensate PPM for additional work and to extinguish and release the City from any and all current or further claims, demands, liabilities, subrogation, damages, costs, expenses and attorneys’ fees of any kind or nature (the “Costs”) arising from or relating to the following: All issues and costs relating to or arising from (i) revised drilling methods due to City-provided “out of round” pipe on Rows A, B and C piles; (ii) penetration of armor and rip-rap on Row B and C piles caused by City-provided “out of round” piles; (iii) problems associated or encountered with Row B 25 pile; (iv) handling pile cut-offs for Row A, B and C piles; (v) problems involving hinge pile fit-ups on Row A piles; (vi) storm damage of the OPEN CELL sheet pile wall; (vii) any and all subsurface/geotechnical differing site conditions

on Row A, B and C piles. (Should a subsurface problem arise with remaining piles, upon notice by PPM, the City and Engineer will coordinate with PPM within 24 hours to discuss solutions in a collaborative fashion. This 24-hour period applies even if the situation occurs during weekend work.)

C. Fish Window.

1. The City shall enter into negotiations with the State of Alaska seeking modification of current government-imposed fish window restrictions on construction activities during May and June 2015.
2. If authorized, impact driving at night will be carried out by PPM at no additional cost to the City. If government authorization requires that PPM perform impact driving with a tight circumference bubble curtain, the City will compensate PPM an additional sum of Twenty Thousand and 00/100 Dollars (\$20,000) for bubble curtain equipment mobilization, in addition to payments set out above. In that event, PPM will use the bubble curtain at no additional cost to the City on all remaining piles.
3. The parties agree on a new partial substantial completion date of July 8, 2015 with respect to the dock area and defined as "sufficient dock" to facilitate the unloading of a new container crane by others. Further definition of "sufficient dock," shall be mutually agreed between PPM and the City after discussion with Horizon. This new partial substantial completion date of July 8, 2015 is based upon the City successfully modifying the fish window restrictions as stated in C2 above.
4. In the event that final fish window regulations require means, methods and materials more restrictive than stated in C2 above, PPM will be entitled to seek an equitable adjustment for such extra work effort and time incurred. The intent of the Parties, if this does occur, is to collaborate on a solution that allows for offloading of the Horizon crane as scheduled on July 14, 2015. PPM agrees that in the event fish window restrictions are more restrictive than stated in C2 above, PPM will make the work required to complete the new partial substantial completion milestone the critical path activity and will lodge no claim or cost as a result of out-of-sequence work for this shift in effort.
5. Liquidated damages in connection with this new partial substantial completion date of July 8, 2015 shall be Seven Thousand and 00/100 Dollars (\$7,000) per day, capped at thirty (30) days maximum.
6. A new overall substantial completion date of August 31, 2015 shall also be based on fish window restrictions being modified as set out in C2 above. In the event that the final fish window modifications achieved require more than stated in C2 above and would result in extra time or cost being

incurred by PPM, PPM shall be entitled to seek an equitable adjustment and new substantial completion date.

7. A new final completion date of October 31, 2015 shall be based on fish window restrictions being modified as stated in C2 above. In the event final fish window modifications achieved require more than stated in C2 above and would result in extra time or cost being incurred by PPM, PPM shall be entitled to seek an equitable adjustment and new final completion date.
8. Cancellation of any liquidated damages on the above substantial and final completion dates.

D. Liquidated Damages.

1. Liquidated damages in connection with the new partial substantial completion date of July 8, 2015, shall be Seven Thousand and 00/100 Dollars (\$7,000) per day, capped at thirty (30) days maximum.
2. There will be no liquidated damages assessed in connection with the overall substantial and final completion dates.

E. Partnering. A partnering meeting will be set up within thirty (30) days of this Change Order between the City, Engineer and PPM, and will be managed by a professional facilitator in order to help foster a partnering approach to the remaining project execution. PPM shall pay all costs associated with providing a mutually-acceptable facilitator.

F. Releases.

1. Costs. "Costs" as used herein shall include, without limitation, all labor costs, materials costs, equipment costs, project overhead, insurance and bonding costs, home office overhead costs, and any and all expenses of every kind.
2. Release. Except as otherwise set out in this Change Order, and in consideration of full, timely performance of all terms and conditions of this Change Order and the parties' Contract and for other good and valuable consideration, PPM and the City, on behalf of themselves and their respective subcontractors, suppliers, predecessors, successors, assigns, affiliates, related entities, subsidiaries, consultants, architects, engineers, agents, current and former employees, directors, officers, shareholders, insurers, sureties and attorneys HEREBY RELEASE AND FOREVER DISCHARGE each other, along with each other's respective predecessors, successors, assigns, affiliates, related entities, subsidiaries, subcontractors, suppliers, consultants, architects, engineers, agents, current and former employees, directors, officers, shareholders, insurers, sureties and attorneys from any and all costs, claims, demands,

obligations, damages, losses, causes of action, subrogation claims, lawsuits, liabilities, attorneys' fees and expenses of every kind and nature arising from or within the scope of the Settled Disputes identified at Section B above.

3. Unknown Claims or Liabilities. The parties represent that they are familiar with and that their attorneys have explained the meaning of decisions of the Alaska Supreme Court applicable to this Change Order, including but not limited to *Alaska Airlines, Inc. v. Sweat*, 568 P.2d 916 (Alaska 1977) and *Witt v. Watkins*, 579 P.2d 1065 (Alaska 1978), that protection of these holdings is waived, and that the parties intend this Change Order to discharge each other and to release each other from any liability for damages or costs caused, enhanced, aggravated or contributed to with respect to acts and claims within the scope set out at Section B of this Change Order, whether such damages and costs are subsequently discovered or are different in degree or kind than is now alleged, known, anticipated or expected.

G. Reservations, Exceptions to Release and Indemnification.

1. Construction Contract Reconciliation. PPM agrees to provide the City with as-built drawings of the changed work described above as required by the Contract which remains in full force and effect.
2. Non-Scope Claims. Except as otherwise set out, nothing in this Change Order shall be construed to release any claim(s) any party has or might have against the other party for matters outside the scope of settled disputes established at Section B.
3. Indemnification. PPM agrees to defend, indemnify and hold the City harmless from any third-party claims asserted or that may be asserted against the City by PPM's predecessors, successors, assigns, affiliates, related entities, subsidiaries, consultants, subcontractors, suppliers, architects, engineers, agents, current and former employees, directors, officers, shareholders, insurers, sureties and attorneys arising from or within the scope of settled disputes identified at Section B above. Further, the City agrees to defend, indemnify and hold PPM harmless from any third-party claims asserted or that may be asserted against PPM by the City's predecessors, successors, assigns, affiliates, related entities, subsidiaries, consultants, subcontractors, suppliers, architects, engineers, agents, current and former employees, directors, officers, shareholders, insurers, sureties and attorneys arising from or within the scope of settled disputes identified at Section B above.

H. General Terms.

1. Third-Party Beneficiaries. The parties intend and agree that:
 - (a) Unless context clearly indicates otherwise, the release, covenants, warranties and representations made with respect to or on behalf of any entity identified or referenced herein are intended to encompass as well that entity's insurers, architects, engineers, officers, directors, principals, shareholders, agents, employees, attorneys and representatives.
 - (b) Except as provided herein, the parties intend and agree that the release provided for herein are for the sole benefit of the parties hereto, and are not intended to benefit any third party or other party not a signatory to this Change Order.

2. Representations and Warranties. PPM makes the following material representations with the express understanding that the City enters into this Change Order in reliance upon each of these representations and that, without these representations, the parties would not enter into this Change Order:
 - (a) Assignments. PPM represents that it has notified its bonding company of this Change Order and has not sold transferred, conveyed, assigned, hypothecated and/or subrogated any of the rights, claims or causes of action released or assigned herein in any way prejudicial to such release or assignment.
 - (b) Voluntary Agreement; Advice of Counsel. PPM declares that prior to the execution of this Change Order, it and/or its duly-authorized representative have appraised themselves of sufficient relevant data, either through experts or other sources of their own selection, in order that they might intelligently exercise their judgment in deciding whether to execute, and in deciding on the contents of, this Change Order. PPM states that the contents of this Change Order have been explained by its counsel, that this Change Order constitutes releases intended by it, and that this Change Order is entered into freely and voluntarily, upon the advice and with the approval of its counsel.
 - (c) Warranty of Authority. By execution of this Change Order, each person signing on behalf of an entity warrants that:
 - (1) This Change Order is executed on behalf of a valid legal entity;
 - (2) Such entity has the full right and authority to undertake any action contemplated by this Change Order;

- (3) The execution of this Change Order by the signatory has been duly and properly authorized by the party on whose behalf said Change Order is executed in accordance with Alaska laws, regulations, agreements and procedures governing the authority of such person or entity to execute this Change Order on behalf of such party; and
 - (4) The consent of all persons or entities whatsoever necessary to the due execution of this Change Order has been obtained.
3. No Admission of Liability. Neither the transfer of any consideration, the doing of any of the acts referred to in this Change Order, nor anything else contained in this Change Order shall be taken or construed to be an admission on the part of the parties of any claims, demands, causes of action, obligations, damages or liability asserted by the other party. The parties expressly deny any and all such claims, demands, causes of action, obligations, damages and liabilities.
4. Binding Effect. This Change Order shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, trustors, trustees, beneficiaries, predecessors, successors, assigns, partners, partnerships, parent, subsidiary, affiliated and related entities, officers, directors, principals, agents, servants, employees, representatives and all persons, firms, associations and/or corporations connected with them, including without limitation, their insurers, sureties and/or attorneys.
5. Integration. All understandings and agreements by and between the parties regarding this Change Order are merged into this Change Order which is to be read in combination with the parties' Contract and Contract documents. The terms of this Change Order constitute the entire agreement regarding settlement between the parties on the above matters, and may not be altered, amended, modified or otherwise changed in any manner except by a writing executed by the parties, or as allowed by the Contract.
6. Titles. The titles to the sections of this Change Order are solely for the convenience of the parties and shall not be used as an aid in the interpretation or construction of this Change Order.
7. Construction. Each party has had input or opportunity for input with respect to the form and content of this Change Order and the parties expressly agree that the rule of construction that ambiguities found in a

document shall be construed against the drafter shall have no application to any subsequent construction of this Change Order.

This settlement change order is expressly conditioned and shall take effect only upon formal approval by the Kodiak City Council and appropriation by the Council of funding to implement the same.

Recommended for Approval this _____ day of _____, 2015:

Aimee Knaiziowski
City Manager, City of Kodiak

PACIFIC PILE & MARINE

By: _____

DATED: _____

Its: _____



Memorandum

TO: Aimee Kniaziowski
FROM: Roe Sturgulewski
DATE: March 10, 2015
RE: Pier III PPM Change Order Eight
Recommendation for Approval

This is to recommend approval of Change Order 8 to PPM, LP.

This Change Order resolves a number of issues including some with disputed entitlement. Some of these issues include out of round piles, storm damage to the sheet piles, gridline A-C pile design lengths, additional work at gridline A hinge piles, issues related to pile driving through armor stone, and issues associated with installation of pile B-25. In addition, subsurface and geotechnical pile driving risk associated with the remainder of main pier structural piles will be transferred to the Contractor on a go-forward basis.

The agreement also modifies the project completion dates. A new partial substantial completion milestone will be established that is aligned with delivery of the Horizon crane. The partial completion milestone date will be July 8, 2015 which is slightly ahead of the proposed Horizon crane delivery date of July 14, 2015. PPM will focus their efforts on completion of the northern portion of the pier for offloading the crane. Milestone dates for Substantial and Final Completion will be revised to August 31, 2015 and October 31, 2015 respectively.



The scope of the change order is further defined in the Change Order agreement.

Please contact me at 907.343.3017 if you have any questions.

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MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimée Kniaziowski, City Manager 
Debra Marlar, City Clerk 

Date: March 19, 2015

Agenda Item: V. e. Authorization of Professional Services Contract for Website Redesign and Replacement

SUMMARY: The City issued a request for proposals on October 20, 2014, for the City's website redesign and replacement. The City's existing website was implemented several years ago, has become outdated, and needs improvement to better serve the public. Six proposals were received and reviewed by a committee consisting of the Mayor, Councilmember Bishop, City Manager, City Clerk, Library Director, and IT Administrators. aHa! Consulting was selected. Staff recommends the Council authorize a professional services contract with aHa! Consulting for website redesign and replacement in an amount not-to-exceed \$20,000.

PREVIOUS COUNCIL ACTION: The Mayor and Council have previously discussed the inadequacies of the City's existing web site and directed the Clerk to seek proposals to replace the existing web site with a new, redesigned site. The Council authorized the project funds in the FY2015 budget.

DISCUSSION: As technology continues to evolve, the City's website has become increasingly out dated, and members of the public have requested the web site be updated. The redesigned web site will comply with federal ADA requirements and records management requirements. It will also provide a consistent format between departments and provide easier access to public information.

The Council requested that the City's website be redesigned. The current City website is not user friendly, does not comply with ADA requirements, and does not provide consistency between departments. A request for proposals was issued in October 2014. Six proposals were received. The proposals were scored, and aHa! Consulting was selected to perform the City's web site redesign. The web site redesign process is estimated to be completed within four months after the contract is awarded. The new web site will offer improved graphics; easier accessibility to elected officials; the ability to provide online web forms, permits, applications, polls, and surveys; a section to provide news and press releases; email subscriptions; event calendars; and social networking tool integration for Facebook, Twitter, etc.

ALTERNATIVES:

- 1) Authorize the contract with aHa! Consulting for redesign of the City web site. This is staff's recommendation.
- 2) Do not authorize the contract. This is not recommended, because the City's web site is in dire need of improvement, and funds have been budgeted for this project.

FINANCIAL IMPLICATIONS: \$20,000 is budgeted in the FY2015 General Capital Fund for redesign of the City's web site. The contract includes \$15,000 for design, development, and implementation; \$2,800 for maintenance and customer support; and \$1,000 for a business directory with interactive maps for a total price of \$18,800. This will provide for a contingency of \$1,200 for custom feature development, if needed. Staff do not believe it will be necessary to migrate the City's current intranet pages, which are available to staff only. These pages will be provided on a separate server.

LEGAL: N/A

STAFF RECOMMENDATION: Staff recommends Council authorize a professional services contract with aHa! Consulting for an amount not-to-exceed \$20,000 for redesign and replacement of the City's web site.

CITY MANAGER'S COMMENTS: This was a very good process, and we came through a difficult decision, since the top two respondents were close in what they could offer. As a group, we all felt that aHa! was the best choice for the City. Therefore, I support this recommendation and would encourage Council to approve the contract as submitted.

ATTACHMENTS:

- Attachment A: aHa! Consulting professional services contract and proposal
- Attachment B: aHa! Consulting web site redesign and replacement proposal

PROPOSED MOTION:

Move to authorize a professional services contract with aHa! Consulting for redesign and replacement of the City's web site in an amount not-to-exceed \$20,000 with funds coming from General Capital Fund 4041, City Website Development Project.

PERSONAL SERVICES AGREEMENT

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the City of Kodiak Alaska ("Client") and Aha Consulting, Inc. ("Aha").

RECITALS

- A. Client requires services that Aha is capable of providing under the terms and conditions hereinafter described.
- B. Aha is able and prepared to provide such services as Client requires under the terms and conditions hereinafter described.

The parties agree as follows:

AGREEMENT

1. **Term.** This Agreement commences on the date it is executed and shall continue until full performance by both parties, or until earlier terminated by one party under the terms of this Agreement. Any termination of this Agreement shall not extinguish or prejudice CLIENT's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in AHA's performance that has not been cured.
2. **Compensation.** Client agrees to pay Aha for the services and related expenses required as detailed in Exhibit A, Proposal, attached hereto and by this reference incorporated herein.
3. **Scope of Services.** Aha's services under this Agreement shall consist of services as detailed in Exhibit A.
 - A. Services beyond those included in this agreement will be agreed upon by a Project Change Request or as a separate agreement.
4. **Changes in Project Scope.** If at any time the Client should desire to change the specifications or other elements of the Work Plan, Client shall submit to Aha a written proposal specifying such changes. Aha shall evaluate each such proposal and shall submit to Client a written response within five (5) working days following receipt thereof. Aha's response shall include a statement of the availability of personnel and resources, as well as the effect the proposed changes will have on the price, delivery dates or warranty provisions of this Agreement. Any changes to the Work Plan shall be evidenced by a "Work Plan Amendment." The Work Plan Amendment shall be signed by authorized representatives of Aha and Client, and shall be deemed a part of this Agreement.
5. **Rights to Work Product.** Aha hereby acknowledges that the deliverables identified in Exhibit A (collectively, the "Work Product") are works which have been specially commissioned by Client and are "work made for hire" for Client and Client shall own all right, title, and interest therein. Client shall be considered the author of the Work Product for purposes of copyright and shall own all the rights in and

to the copyright of the Work Product and, as between Client and Aha, only Client shall have the right to obtain a copyright registration on the same which Client may do in its name, its trade name or the name of its nominee(s). Accordingly, among other things, Client is the author and owner of the Work Product and shall have the sole and exclusive rights to do and authorize any and all of the acts set forth in Section 106 of the Copyright Act with respect to the Work Product and any derivatives thereof, and to secure any and all renewals and extensions of such copyrights. To the extent Aha does not own such Work Product as a work made for hire, Aha hereby assigns, transfers, releases and conveys to Client all rights, title and interest to such Work Product, including but not limited to all other patent rights, copyrights, and trade secret rights. Notwithstanding the above, the Client does not have exclusive ownership rights to Work Product that includes code components from the open source community or code and modules that are generic and have been used or are capable of being used by Aha for future clients.

7. **Endorsements.** Aha shall not use or quote verbal or written statements made by the Client or representatives of the Client to endorse Aha Consulting in promotional materials or advertisements. This does not preclude Aha from identifying City as a Client or referring to Client website as proof or example of Aha design. It also does not preclude Client from providing verbal or written references or recommendations to potential, future, or existing Aha clients.

8. **Warranty of Web Site Performance.** Aha represents and warrants that, for one (1) year following acceptance of the Web Site by Client, the Web Site will be free from programming errors and defects in workmanship and materials, and will conform to the specifications in the Work Plan. If programming errors or other defects are discovered during the warranty period, Aha shall promptly remedy them at its expense.

9. **Indemnity.** (a) **Indemnification Against Liability for Infringement.** Aha shall indemnify Client and any of its officers, directors, employees or agents against all claims, liabilities, costs, damages, fees and expenses (including reasonable attorney fees) arising from any breach or alleged breach of warranty under this Agreement or any claim or suit alleging infringement by the Web Site, Background Technology or Deliverables of any patent, copyright, trade secret or trademark rights or any other rights of any third party. Client shall promptly notify Aha in writing of any third party claim or suit. Client shall be entitled to hire counsel of its choosing for purposes of providing the defense, which expense shall be paid by Aha. Aha may participate at its own expense in the defense of any such action at its sole discretion.

(b) **Indemnity by Client.** Client shall indemnify Aha and any of its officers, directors, employees or agents against all claims, liabilities, costs, damages, fees and expenses (including reasonable attorney fees) arising from any action based upon any content on the Web Site that is not specifically provided by Aha. Aha shall promptly notify Client in writing of any third party claim or suit. Aha shall be entitled to hire counsel of its choosing for purposes of providing the defense, which expense shall be paid by Client. Client may participate at its own expense in the defense of any such action at its sole discretion.

10. **Integration.** This Agreement, along with the description of services to be performed attached as Exhibit A contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

11. **Notices.** Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, postage paid or by return receipt email to the addresses listed below. All notices shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

To the Client:

City of Kodiak
710 Mill Bay Road, Room 216
Kodiak, AK 99615

To Aha:

Aha Consulting, Inc.
415 North State Street
Suite 138
Lake Oswego, OR 97034

Either party may change the addresses set forth above for purposes of notices under this Agreement by providing notice to the other party in the manner set forth above.

12. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the state of Alaska without resort to any jurisdiction's conflicts of law, rules or doctrines.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this ____ day of _____, 2015.

Aha Signature: _____

Name and Title: Brian Gilday, President

DATED: _____

Client Signature: _____

Name and Title: _____

DATED: _____



Exhibit A

City of Kodiak, Alaska

Website Redesign and Replacement

Aha Consulting, Inc.
415 North State Street #138
Lake Oswego, OR 97034
www.ahaconsulting.com

Contact: Brian Gilday
brian.gilday@ahaconsulting.com
Phone: 503-675-5121
Fax: 888-475-3753



1. Letter of Transmittal

November 21, 2014

City of Kodiak
ATTN: Debra Marlar, City Clerk
710 Mill Bay Road, Room 216
Kodiak, AK 99615

Dear Selection Team:

Thank you for the opportunity to deliver a proposal for your website redesign and replacement project. We appreciate the opportunity to share our proposed plan for creating a solution that will enable you to deliver a highly-effective, long-term web solution for your residents, businesses, visitors, and staff. This proposal is valid for 90 days. We are willing to perform the services described in your RFP for Website Redesign and Replacement as described in our attached proposal. All staff and other resources that are required to perform the services described in this RFP will be made available over the life of the anticipated contract.

As President and CEO of Aha Consulting, I have binding signature authority.

Sincerely,

A handwritten signature in black ink that reads "Brian Gilday". The signature is written in a cursive style with a large, stylized "G" at the end.

Brian Gilday

Aha Consulting, Inc.
415 North State Street
Suite 138
Lake Oswego, OR 97034
Telephone: 503-675-4121
Email: brian.gilday@ahaconsulting.com



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3. Firm Qualifications and References

Company Profile

Our organization was founded in 2002 as Open Solutions Partners with a focus on delivering enterprise-class web solutions to public and private sector clients. In 2008 Open Solutions Partners merged with Fenway Technology Group – rebranding the merged organization as Aha Consulting, Inc. We have zero debt and have achieved profitability each year in business.

We have developed a municipal web CMS solution built on open source technology that has features and functionality previously available to only the largest of private enterprises. We have experience working with these Fortune 100 companies and now bring that experience to local government. By building our solution using the popular Drupal open source framework, we can leverage the contributions of over 10,000 web developers across the globe to provide an unparalleled municipal web solution at a very compelling price point. We call our solution *Aha Fast Track for Cities*.

By selecting our non-proprietary, open-source *Aha Fast Track for Cities* solution, you will have made a decision that will benefit you tactically and strategically. You will immediately get a powerful, easy-to-use web CMS that rivals any other in the marketplace. You will also be positioned to strategically expand your Web solution as new web technologies emerge. Aha ‘gets’ municipalities and we get the web. We’re customer-service focused. **We are the Drupal experts for cities.** We will provide a solid, user friendly solution for the City of Kodiak.

Project Team

We are focused on customer service and have the necessary skills to ensure your project’s success. Your team will consist of the following:

Brian - Project Sponsor / User Experience

Brian is an information technology expert, former U.S. Naval Officer, and former Big 5 consultant with Deloitte Consulting. He has led engagements large and small with budgets ranging from \$5k to \$50M covering a wide spectrum of web and other technologies. Brian holds a BS in Computer Science with distinction from the United States Naval Academy (Annapolis, MD) and an MS in Computer Information Systems from Boston University. Brian has also served as an Associate Professor at MIT and Boston University. Brian has a knack for staying cool under pressure, insulating teams from distraction, and staying focused on achieving the end goal.

Jarrold – Project Lead

Jarrold has a double Bachelor degrees in Mathematics and Business Administration from the University of Oregon. In addition to assisting with acting as the project lead and advanced trainer, Jarrold will participate in various analytical, site configuration, and content migration activities.



Mary Joy – Content Migration and Customer Support Lead

Mary Joy has that unique ability to put technical concepts into easy-to-understand terms with clients such as Dunkin Donuts, Gillette, Fidelity, and Osram Sylvania. A Bentley graduate with a Bachelor of Science in CIS, Mary Joy leads our customer support efforts and content migration.

Paul - Lead Developer and QA Analyst

Paul has been working on software systems for years and a strong member of our team. We will turn to Paul for any custom development work that might be required. In addition, Paul has many years' experience in quality assurance testing, so he will be acting as Aha's lead tester for the engagement.

Drago - Lead Designer

Drago's work speaks for itself. He has the unique ability to capture the essence of your branding and communication requirements and transform them to stunning web designs.

References and Examples of Work

Unalaska Alaska www.ci.unalaska.ak.us **RESPONSIVE**



Project Owner's Representative:

Marjorie Veeder, Administrative Coordinator
907-581-1602

mveeder@ci.unalaska.ak.us

Project Time Period: June-November 2013

Project Cost: \$15,700

Responsive, mobile-friendly design

Boardman Oregon <http://boardman.teamaha.com> OR www.cityofboardman.com



Project Owner's Representative:

Jackie McCauley, Utility Clerk
541-481-9252

Utility.Clerk@cityofboardman.com

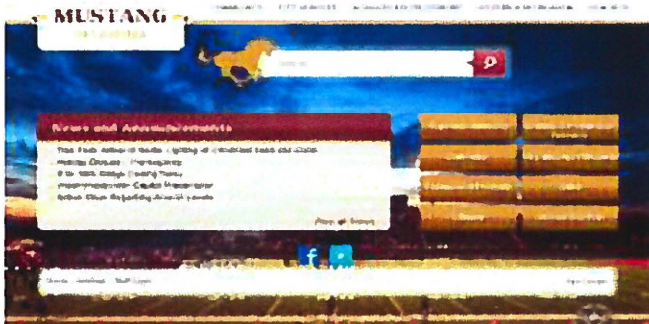
Project Time Period: Aug-Nov 2014

Go-live Scheduled for 11/25/2014 !!!

Responsive, mobile-friendly design



Mustang Oklahoma www.cityofmustang.org



Project Owner's Representative:

Tim Rooney, City Manager

918-344-0380

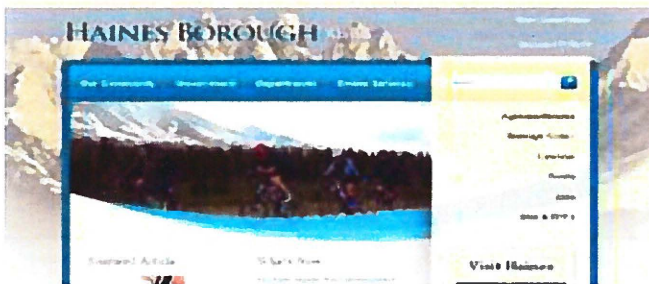
trooney@cityofmustang.org

Project Time Period: Mar-May 2014

Project Cost: \$15,000

Responsive, mobile-friendly design

Haines Alaska www.hainesalaska.gov



Project Owner's Representative:

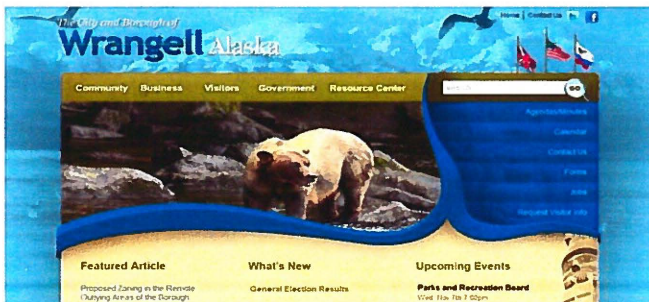
Julie Cozzi, City Clerk

907-766-2231 ext. 31, jcozzi@haines.ak.us

Project Time Period: Apr 2012 - Jul 2012

Project Cost: \$17,750

Wrangell Alaska www.wrangell.com



Project Owner's Representative:

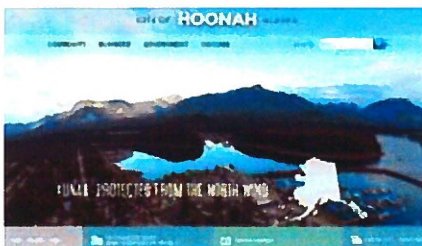
Carol Rushmore, Econ. Dev. Director

907-874-2381, ecodev@wrangell.com

Project Time Period: Nov '11 – Jan '12

Project Cost: \$17,700

New Alaska Projects Coming Soon



Hoonah – go live Jan 2015



North Pole – go live Dec 2014

www.ahaconsulting.com

Aha Consulting, Inc

503-675-5121



Website Features and Deliverables

The below list summarizes the base and optional features and project deliverables that come with our Aha Fast Track CMS solution.

1 - Requirements	Base 1-01 Website Analysis 1-02 Requirements/Scope Refinement 1-03 Organization Surveys 1-04 Project Schedule Baseline
2 - Design	Base 2-02 Custom City Website Design with Design Workshop 2-04 Mega Menu
3 - Build	Base 3-1 Dynamic Home Page with ability to promote featured articles 3-2 Rotating Banner Images 3-3 Rotating Headline Articles 3-4 Web Page Search (Web Pages, PDFs, and Word Docs) 3-5 Email Subscriptions 3-6 Social Networking Tool Integration (Facebook, Twitter) 3-7 Unlimited Online Web Forms, Permits, Applications, Polls, Surveys 3-8 Emergency Alerts Ticker 3-9 Event Calendar / Upcoming Events 3-10 Sub-calendars for boards, committees, departments 3-11 Meeting agendas and minutes with auto-archiving 3-12 Online Job Postings 3-13 Online Bid/RFP Postings 3-14 Photo Album Slideshows 3-15 City Projects Directory with interactive map 3-16 City Parks Directory with interactive map 3-17 City Services Directory 3-18 Forms, Permits, Applications, Key Documents Directory 3-19 Google Maps Integration 3-21 Resource/Document Center 3-22 Image Auto-scaling and resizing 3-23 Site Metrics (Google Analytics) 3-24 Content Scheduling (Publish Today, Unpublish Tomorrow) 3-25 Unlimited User logins 3-26 Unlimited Content 3-27 Word-like WYSIWYG Editor 3-28 Web Page Categories - create a page once, have it show up in multiple places 3-29 RSS Feeds - Inbound and Outbound 3-30 Printer Friendly Pages 3-32 Latest News / Press Releases 3 - Build 3-33 Anti-spam controls 3-34 Content Versioning / Audit Trail / Revert to Previous Version



	<p>3-35 ADA / Section 508 Compliance 3-36 Email Harvesting Protection 3-37 Broken Link Finder 3-38 Dynamic Sitemap 3-39 Support for Windows, Mac, Linux 3-40 Video 3-41 Client owns rights to all data 3-42 Browser and Mobile Device Compatibility 3-44 Department Micro-sites (sites-within-a-site) 3-45 Organization/Staff Directory</p> <p>Options 3-47 Private Staff Only Pages (Intranet) 3-48 Business Directory with Interactive Maps 3-50 Online Bid/Vendor Management System 3-53 Custom Feature Development</p>
4 - Migrate Content	<p>Base 4-01 Content Migration – existing city website content</p>
5 - Train	<p>Base 5-01 Training - User Manuals 5-02 Training - Web Teleconference 5-04 Training - Onsite</p>
6 - Test	<p>Base 6-01 Functional Testing 6-02 Browser Compatibility Testing</p>
7 - Go Live	<p>Base 7-01 Pre Go-Live Checklist 7-02 Website DNS Changes 7-03 Post Go-Live Checklist</p>
8 - Hosting and Support	<p>Base 8-02 Maintenance and Customer Support</p> <p>Options 8-01 Hosting by Aha (80GB data)</p>

Your Specific RFP Feature Requests – Our Response

The above list of base features covers many of the requirements listed in your RFP. We would like to also address a few of your specific request/questions below:



- **Target Audiences (rfp pg.3)** – our sites are designed to accommodate multiple audiences, and we have several city websites that have a strong City Library and Parks & Recreation department. We have incorporated Library Catalog Search on many city sites.
- **Website Background and Ease of Use (rfp pg.3)** – we look forward to providing a demonstration of our website software and allowing you to take a test drive. We believe your staff will find our system very user friendly and intuitive.
- **Website Server Requirements (rfp pg.4)** – our websites can be configured on Windows Servers and our solution also integrates with Active Directory/LDAP. If desired, we also offer free optional hosting for as long as you maintain a support and maintenance contract. We provide development and production environments, and we are also willing to allow for a hands-on demo.
- **Style/Visual/Audio (rfp pg.4)** – we will provide for browser compatibility, a mobile (responsive) design, and access to Library catalog search, calendar, and online collections
- **ADA Compliance (rfp pg.4)** – yes our sites provide ADA and Section 508 compliance
- **Associated Databases (rfp pg.4)** – we can provide integration with your current systems via multiple methods including embedded code, iframes, incoming RSS Feeds, and simple links
- **Search Engine Optimization (rfp pg.4)** – our sites are not obstructive to search engines. In addition, the site has its own indexing function to index all html pages. For sites hosted by Aha, we also add indexing of all documents (PDFs, Office docs, etc.).
- **Traffic Reporting (rfp pg.5)** – we integrate with Google Analytics to provide this functionality
- **Scope of Work (rfp pg.5-8)**
 - Information Architecture: We will work with City Staff to implement a consistent, user friendly navigation
 - CMS: We have developed a turn-key Local Government solution that leverages the Drupal CMS – we have over 2 person-years invested in developing a Drupal solution that is tailored to local government. We believe this provides a great advantage compared to building much of this functionality from scratch in another CMS.
 - Content Editor, Content Manager, Site Content, Navigation, Calendar Functionality, Forms/Templates – we provide all the features requested in your RFP for these items
 - Security/Authorization – our solution provides role-based permissions for creating and editing site content on a department-by-department basis.
 - Training / Additional Functionality – we provide on-site training and user manuals. We are also in process of developing video tutorials. We will provide a “Share This” feature and we allow Site Administrators to create custom HTML pages to facilitate integration.
 - Records retention – our solution handles record retention for website-specific updates. You will need a third party product (such as Archive Social or Smarsh) for social media archiving.
 - Online Web forms – you will have the ability to create an unlimited number of online, fillable webforms with email integration and exporting of results to Excel.
 - Audio files – you can add as many audio files as you like as long as you have hard drive space. As part of our free optional hosting, we provide 80GB of storage space.



- Electronic Workflow – we provide a page authoring/approval workflow. Other workflows can be built upon request – cost varies depending on complexity of workflow
- City Email and Intranet external access – we do not handle email but can provide a link on the website to an external email service if you have one in place. We have included an optional add-on for an intranet site.

Assistance from Client

- The Client will make available to Aha the inventory of existing applications, websites, and content at the start of this effort.
- The Client will assign a single point of contact for Aha to interact with that will be responsible for coordinating the schedules of other project stakeholders
- The Client will review any deliverables requiring formal approval within 5 business days and return all comments/issues to Aha at or before those 5 days have elapsed. Aha will in turn return updated deliverables for final review within 5 business days.
- The Client will assign one person who will act as the "ultimate decision maker" in the case where consensus among the team cannot be reached.
- The Client will provide Aha relevant images, photos, logos, colors, and other branding material to be incorporated into the site.
- The Client must agree to applicable terms of services for Google related services such as Google Analytics and Google Maps in order to access those features

4. Pricing

Design, Development, and Implementation Phase **\$15,000**

This includes all base features listed above -- custom design, build, on-site design workshop and training, page content migration, and testing. This is a fixed bid quote that includes travel costs for 1 two-day on-site visit to conduct a design workshop and user training. Please see www.ahaconsulting.com/features for details on any of the base and optional features described above.

Annual Maintenance and Customer Support **\$2,800 / year**

Maintenance and support is required for the first year, and it is optional thereafter.

Additional Options

- 8-01 Hosting by Aha (no additional charge - included with annual maintenance and support if desired)
- 3-47 Private Staff Only Pages (Intranet) \$3,000 + \$600 per year
- 3-48 Business Directory with Interactive Maps \$1000
- 3-53 Custom Feature Development fixed bid quote or \$100 per hour



5. Project Timeline

Project Schedule and Approach

Every project differs in terms of timeline. The typical project takes from 3 to 5 months from start to finish, but we have completed City projects as quickly as 4 weeks to as long as 12 months. The below high-level timeline is an approximation. We will finalize the schedule once we meet with you:

Phase	Month 1	Month 2	Month 3	Month 4
Analyze and Confirm Requirements	█			
Design		█	█	
Build	█	█	█	
Migrate Content	█	█	█	
Train			█	
Test			█	
Go-Live				★
Hosting and Support				█

Analyze and Confirm Requirements

Aha has a proven “design to go-live” methodology to manage projects on time and on budget.

Deliverables	
TASK 1.1 ANALYZE AND CONFIRM REQUIREMENTS	
<p><u>Website Assessment:</u> Aha will complete an analysis of the current Kodiak website to assess the site’s navigation structure, features/functions, quantity of content, and quality of content.</p>	<ul style="list-style-type: none"> • <u>Summary assessment sheet</u>
<p><u>Organizational Overview Inventory/Survey :</u> Aha will provide an organizational overview document for the City of Kodiak to complete as part of this assessment</p>	<ul style="list-style-type: none"> • <u>Organization Survey</u>
<p><u>Website Design Workshop:</u> Aha will conduct a three-hour on-site design workshop with a City-defined web advisory team of up to 8 members. This design workshop will allow the website advisory team to provide input regarding the overall design of the new website, including the site branding as well as high-level site navigation. This team will act as the initial review team for website design concepts. In addition, this team will act as the final review team for the website before it is approved for go-live.</p>	<ul style="list-style-type: none"> • <u>Website design specification sheet (graphic design and information/navigation design)</u>

Design and Build



Deliverables	
TASK 2.1 WEBSITE GRAPHIC AND INFORMATION DESIGN	
<p><u>Design Concept Creation and Approval:</u> Aha will complete home page design concepts for the City Home Page and departmental pages. These design concepts will incorporate all of the graphical elements as well as the high-level sitemap. The City will select a winning concept after going through a series of iterative design revision meetings.</p>	<ul style="list-style-type: none"> • Design concepts – • Finalized design (Photoshop PSD)
TASK 2.2	
<p><u>Website Setup, Configure, and Customization:</u> Aha will create a fully functional website for Kodiak that includes the functional elements described in this proposal. As part of the website setup, Aha will finalize any remaining elements to the approved design and navigation.</p>	<ul style="list-style-type: none"> • Fully functional beta website with Kodiak design • Content migration

Train, Migrate, Test, and Go-Live

Deliverables	
Task 3.1 TRAINING	
<p><u>Staff Training</u> Aha will provide onsite training to train City staff on how to use the website. In addition, we will conduct additional web teleconference trainings as needed to cover advanced topics.</p>	<ul style="list-style-type: none"> • Two half-day training sessions of up to 10 users each • User guides • Additional web teleconference training as needed
TASK 3.2 CONTENT MIGRATION AND TESTING	
<p><u>Content Finalization and Departmental Acceptance</u> Trained City staff will work on finalizing content prior to go-live. They will analyze the pages that Aha has uploaded, create new pages, and make any final page edits before going into acceptance testing.</p> <p>Each department will confirm that their departmental pages are complete from a content standpoint and ready for go-live.</p>	<ul style="list-style-type: none"> • Content creation and migration • Departmental content 'signoff'
<p><u>Aha Functional Testing</u> Aha will perform a series of tests across multiple browser and operating system versions to confirm site functionality. Test will confirm proper functionality of all features documented in this proposal.</p>	<ul style="list-style-type: none"> • Completing Testing Checklists
<p><u>City Acceptance Testing</u> City staff will review the website for. Aha will have completed functional testing and cross-browser compatibility testing as well</p>	<ul style="list-style-type: none"> • Site acceptance by City
TASK 3.3 FINAL CONVERSION & GO-LIVE	
<p><u>Go-Live</u> Prior to go-live we will connect the production version of the new website to a temporary DNS name to ensure proper functionality. We will then make appropriate 'A' Record DNS entry changes to begin the process of</p>	<ul style="list-style-type: none"> • Accepted Final Live Website



propagating the new production web server IP address. During this time, the goal is zero website down-time.

6. Quality Assurance and Technical Support

We provide end-to-end website design, build, hosting, and support for over 100 customers across 18 states.

Hosting (Optional)

Web server

Aha will host the website and ensure adequate bandwidth and performance. The site will reside on an Aha-configured Rackspace Cloud Servers located in the Central time zone.

Backup

A redundant incremental backup of your website database will be made to our web servers in the Pacific time zone and the Eastern time zone. Thus, copies of your website data will reside in three separate geographical time zones (Eastern, Central, and Pacific).

Disk space

Aha will provide 80 GB of disk storage for the website files and database.

Bandwidth

Aha will provide up to 1 Terabyte of data transfer per month to support website visitor traffic.

Guaranteed Uptime

Aha will guarantee web server uptime of 99.9%. In the event this service level is not met within a given month, you will receive a credit for that month's service.

Indexed Document Search / Facets – included if using the built-in CMS search.

Maintenance and Customer Support

Free site upgrades: as we update our base Aha features, you receive those upgrades for FREE

24x7 Customer support: We will provide your primary IT contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 7AM-5PM Pacific via email and telephone to handle routine questions from staff related to the operation of the website.

Security upgrades: Aha will apply security upgrades to your solution's core and contributed modules as they are published by drupal.org. This ensures that your website stays secure. Aha will perform security upgrades and other web server and website optimizations during off-hours, typically between the hours of 12AM-3AM Pacific Time, if such work requires taking the website off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.

Site Monitoring and Site Recovery: Aha will install auto-monitoring software routines that continually monitor website performance and instantly alert us when problems occur. We will take action as soon as possible and no later than two hours after problems are detected.

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MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Aimée Kniaziowski, City Manager 

Date: March 19, 2015

Agenda Item: V. f. Authorization of City Manager's Employment Contract

SUMMARY: This action will authorize the City Manager's employment contract by extending it for one year, from April 28, 2015, through April 30, 2016, per Section 2 D of the agreement.

PREVIOUS COUNCIL ACTION:

- February 13, 2014, Council authorized the Manager's employment contract effective through April 28, 2015
- February 12, 2015, Council and Manager met in executive session to discuss Manager's performance and to discuss the contract extension

DISCUSSION: The Manager and Mayor and Council met in executive session on February 12, 2015, to evaluate the Manager's performance and to discuss renewal of the contract, per Sections 2 and 13 of the agreement. It is the intent of both parties to extend the contract for another year from April 2015 through April 2016 at the annual rate of \$140,000 and under the same general terms as the previous contract.

ALTERNATIVES: Council may approve, amend, or chose not to approve the contract.

CITY MANAGER'S COMMENTS: Once again, I appreciate Council's continuing support and am pleased to renew my employment agreement for another year. As I often state, I am proud of being a public employee and like what I do. I help navigate us through many complex issues from the management responsibilities of eight City departments, to oversight for multiple capital projects, to state and federal lobbying efforts, to my responsibilities as the Emergency Services Manager for the Kodiak Island Borough. I look forward to another productive year.

ATTACHMENTS:

Attachment A: City Manager's Employment Contract

PROPOSED MOTION:

Move to authorize the City Manager's employment contract, Record No. 218571, through April 2016.

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, between the CITY OF KODIAK (hereinafter called "City") and AIMÉE L. KNIAZIEWSKI (hereinafter called "Manager").

SECTION 1: DUTIES

Employer hereby agrees to employ Employee as City Manager of the City of Kodiak to perform the functions and duties as specified in Title 29 of the Alaska State Statutes, Articles I, II, and III of the City Charter, and Title 2 of the Kodiak City Code City’s Personnel Rules and Regulations to perform such other legally permissible and proper duties and functions as the City Council may prescribe.

SECTION 2: TERM

A. This agreement shall become effective April 27, 2015 and shall remain in effect until April 30, 2016. At least ninety (90) days prior to the termination of the Agreement, both Employer and Employee shall declare their intentions as to whether to extend this Agreement for additional term(s), as provided in paragraph D of this Section.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of Employee at any time, subject only to the provisions set forth in Section 3, paragraph A, of this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section 3, paragraph B, of this Agreement.

D. In the event the parties agree, this Agreement may be extended on the same terms and conditions as herein provided, for periods of one (1) year.

SECTION 3: TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated by Employer before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform the duties of City Manager, Employer agrees to pay Employee a lump sum cash payment equal to three (3) months’ aggregate salary plus accrued and unused personal leave in lieu of any and all other damages or monies that Employee might claim. Provided, however, that in the event Employee is terminated because of any illegal act involving personal gain to him, then Employer shall have no obligation to pay the aggregate severance sum designated in this paragraph.

B. In the event Employee voluntarily resigns her position with Employer before expiration of the aforesaid term of employment, then Employee shall give Employer three (3) months' notice in advance and Employer agrees to pay Employee any accrued and unused personal leave. Provided that such notice is given, there will be no breach of this Agreement by reason of said resignation, and Employee shall not be responsible for any damages hereunder.

SECTION 4: SALARY

Employer agrees to pay Employee for services rendered hereunder an annual base salary of \$140,000 payable in installments at the same time as other employees of the City are paid. Effective on the anniversary date during the term of this Agreement, Employer agrees to increase said base salary on the basis of a favorable annual review of Employee the increase in an amount equal to the total percentage increase (if any) in the Anchorage Consumer Price Index Urban (CPI-U) for the previous year as is regularly published by the U.S. Bureau of Labor Statistics, San Francisco, California.

SECTION 5: HOURS OF WORK

It is recognized Employee must devote time outside normal office hours to the business of Employer.

SECTION 6: PROFESSIONAL DEVELOPMENT

Employer recognizes that the duties of Employee require a certain amount of travel by Employee including travel to ICMA, AML and SWAMC. Payment for such travel and entertainment shall be made by Employer upon presentation of actual and reasonable expenses, excluding alcohol.

SECTION 7: DUES AND SUBSCRIPTIONS

Employer agrees to pay the following dues and expenses on behalf of Employee: membership dues for the Alaska Municipal Manager's Association and International City Manager's Association; actual and reasonable expenses for Employee to attend the Alaska Municipal Manager's Association Conference, Alaska Municipal League Local Government Conference, and other conferences mutually agreed to in writing by both parties.

SECTION 8: VEHICLE

Employer agrees to provide Employee with exclusive use of a vehicle at all times during employment with the City. Employer shall provide for insurance, repair and operation and maintenance of said vehicle. Employee shall be responsible for any and all federal income tax consequences associated with use of vehicle.

SECTION 9: PERSONAL LEAVE

Employee shall accrue personal leave (vacation leave) at the rate of 320 hours or eight (8) weeks per year, payable in equal installments during each pay period. Employee shall accrue sick leave at the same rate as other City employees as identified in Section 1102 of the City's Personnel Rules and Regulations.

SECTION 10: RETIREMENT SYSTEM

Employee shall remain covered by the Public Employees Retirement System.

SECTION 11: PERSONNEL RULES

Except to the extent specifically referenced in this Agreement, provisions of the City's Personnel Rules and Regulations are not applicable to Manager's personnel status as a City employee.

SECTION 12: MEDICAL BENEFITS

Employee shall be entitled to medical benefits as specified in Section 415 of the City of Kodiak's Personnel Rules and Regulations.

SECTION 13: EVALUATIONS

If the decision to extend the contract is reached, the Employee shall be given a performance evaluation ninety (90) days before the Employee's anniversary date of April 27th.

SECTION 14: INTEGRATION AND MODIFICATION

This Agreement is the fully integrated Agreement of Employer and Employee and supersedes all prior Agreements between the parties relating to the subject matter herein. This Agreement shall remain in force and shall be binding upon the successors, assigns, and heirs of each of the parties and shall not be changed orally but only by mutual agreement in writing by both parties.

IN WITNESS WHEREOF, the City of Kodiak (Employer) and Aimée Kniaziowski (Employee) hereby accepting the above conditions, set their hand and seal to execute this Agreement, this ___ day of _____, 2015.

EMPLOYEE:

EMPLOYER:

Aimée L. Kniaziowski

Patricia Branson, Mayor

Attest:

Debra L. Marlar, City Clerk