



11A5

Haines Borough Assembly Agenda Bill

Agenda Bill No.: 24-1351

Assembly Meeting Date: 02/13/24

Business Item Description:

Subject: Contract with Reid Middleton for plans for
PC floating dock

Originator:

Originating Department:

Date Submitted:
1/23/23

Attachments:

1. Resolution 24-02-1092
2. Reid Middleton Proposal

Full Title/Motion:

Motion: Adopt Resolution 24-02-1092

Administrative Recommendation:

This resolution is recommended by the Harbormaster.

Fiscal Impact:

Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$ 29,500	\$ 0	\$ 0	N/A

Comprehensive Plan Consistency Review:

Comp Plan Goals/Objectives:

Consistent: ☒ Yes ☐ No

Summary Statement:

The Harbormaster has requested an engineering (professional services) proposal from Reid Middleton for designs for a new Portage Cove (cruise ship) floating dock to provide supplemental passenger loading/unloading space for cruise ships and to support cruise ship tendering and to aid in the berthing and mooring of small commercial tour vessels.

Referral:

Referred to:

Referral Date:

Recommendation:

Meeting Date:

Assembly Action:

Meeting Date(s): 02/13/24

Public Hearing Date(s):

Postponed to Date:

HAINES BOROUGH, ALASKA
RESOLUTION No. 24-02-1092

Draft

A Resolution of the Haines Borough Assembly authorizing the Borough Manager to execute an engineering contract with Reid Middleton for the Portage Cove (Cruise Ship) Floating Dock Concept Design project for an amount not to exceed \$29,500.

WHEREAS, a new floating dock is needed to provide supplemental passenger loading/unloading space for cruise ships and support cruise ship tendering and to aid in the berthing and mooring of small commercial tour vessels; and

WHEREAS, the replacement dock will include utilities, lighting, and a fire protection system; and

WHEREAS, Reid Middleton was contacted by the Haines Borough Ports and Harbors Department to provide professional engineering services; and

WHEREAS, the design development includes information review and kickoff meetings, stakeholder meetings, and concept development with three conceptual design alternatives for the floating dock facility; and

WHEREAS, the Borough has \$30,000 budgeted in the Commercial Passenger Vessel Tax Funds for the 2024 Fiscal Year,

NOW, THEREFORE, BE IT RESOLVED that the Haines Borough Assembly authorizes the Borough Manager to enter into a contract with Reid Middleton for the Conceptual Design Development of the Portage Cove (Cruise Ship) Floating Dock Facility project for an amount not to exceed \$29,500.00.

Adopted by a duly-constituted quorum of the Haines Borough Assembly on this 13th day of February, 2024.

Attest:

Thomas C. Morphet, Mayor

Alekka Fullerton, MMC, Borough Clerk

January 23, 2024
File No. 242023.913.035

Mr. Shawn Bell
Ports and Harbors, Haines Borough
Small Boat Harbor
32 South, Front St., P.O. Box 1209
Haines, AK 99827

Subject: Scope of Services
 Conceptual Design Development of Haines Cruise Ship Floating Dock Facility

Dear Mr. Bell,

Thank you for considering Reid Middleton to provide professional engineering services for the conceptual design development for the new cruise ship floating dock facility in Haines, Alaska. We look forward to working with you on this project.

A. PROJECT UNDERSTANDING

- In early December 2023, Reid Middleton was contacted by the port and harbors department in the Haines Borough to provide a scope of services to develop conceptual design alternatives for the new cruise ship floating dock facility adjacent to the south side of the existing Port Chilkoot cruise ship dock.
- The new floating dock will provide supplemental passenger loading/unloading space for cruise ships and support cruise ship tendering. It will also be used for the berthing and mooring of small commercial tour vessels. The new floating dock facility would include utilities, including shore power, lighting, and fire protection system. The development of 3 conceptual design alternatives is requested for the installation of the new floating dock, which is approximately 300' to 500' in length, including the identification of constraints, design standards, and a Rough-Order-Magnitude (ROM) Engineer's Estimate.

B. SCOPE OF SERVICES

1. Information Review & Kickoff Meeting

Reid Middleton will review the existing documentation regarding the facility, including any drawings, as-builts, previous inspection reports or drawings, and/or geotechnical reports.

Reid Middleton will also attend a virtual kickoff meeting with the Haines Ports and Harbors staff for the project.

2. Stakeholder Meetings

- 3 remote online meetings, including value engineering to support the Haines Ports and Harbors to select the preferred design alternative.

3. Concept Development (3 Alternatives)

Reid Middleton will review the available information and evaluate the site-specific marine environmental loading to develop 3 conceptual design alternatives for the new floating dock facility.

- Design development, including the following:
 - Consideration of the required operations, locations, environmental permits, long-term performance, and construction costs.
 - Evaluation of the site-specific wind, current, and wave loads
 - Evaluation of the vessel (non-cruise ship) berthing and mooring loads
 - Preliminary engineering for float guide pile sizing and spacing
 - Layout (plan view) for each conceptual design
 - ROM opinion of probable construction cost (engineering estimate)
 - Discuss constraints, requirements, and advantages/disadvantages.

4. Schedule

Reid Middleton will prepare and submit the engineering report with three draft concept designs within 6 weeks after the contract award. Reid Middleton will respond to the review comments collected from the stakeholder meetings and update the conceptual designs. Reid Middleton will complete and submit the final report with the three conceptual design alternatives within 3 weeks after the last stakeholder meeting.

All deliverables will be provided in PDF format.

Report Deliverables:

- Final engineering report & 3 concept design alternatives (letter or engineering memo type). Separate pdf with layout will be provided for each alternative.

5. Additional services requested by the Haines Ports and Harbors

Reid Middleton can provide additional services that are beyond the scope of services described in Section B, Items 1 thru 3, at client request with contract amendment(s).

6. Assumptions

- No assessment is required of existing dock structures.
- ADA accessibility for the new dock is required.

- The new gangway system connecting to the new float will be restricted to passenger use only (max use by golf cart).
- Cruise ships will not berth and moor to the new float. The new cruise ship floating dock facility will be located adjacent to the south side of the existing Port Chilkoot cruise ship dock.
- Forklift(s) or lightweight truck(s) will be transported to the float by vessels or barges.

7. Exclusions

- Topographic or hydrographic survey
- Above and underwater (dive) assessment or testing
- Destructive or partially destructive testing
- Feasibility study of environmental permitting
- Geotechnical engineering services
- Electrical engineering services

C. PERIOD OF PERFORMANCE

Reid Middleton will begin services upon receipt of a signed agreement and will make every reasonable effort to complete the services in a timely manner considering the needs of the project.

D. CLIENT'S RESPONSIBILITIES

The Haines Ports and Harbors shall provide available pertinent data, site access, documents, and other information to Reid Middleton as necessary to complete the services outlined in Section B above.

E. COMPENSATION

1. For services described in Section B, Items 1 thru 4, Reid Middleton shall be paid the "lump sum" amount of Twenty-Nine Thousand Five Hundred Dollars, \$29,500.

F. REID MIDDLETON STAFF

Willy Ahn will be the project manager primarily responsible for this job. However, other individuals at Reid Middleton will work on aspects of your project as required.

G. CONDITIONS OF AGREEMENT

The terms and conditions of the attached Exhibit "B", Conditions of Agreement, are included as part of this agreement.

We appreciate the opportunity to submit this proposed agreement. The terms of this agreement will become effective when confirmed by your signature within 30 days. If you wish to pursue this project after that time, this agreement may then be renegotiated. If the terms are acceptable, please sign your acceptance below and return one executed copy to Reid Middleton.

If you have any questions or comments, please contact Blaine McRae, bmcrae@reidmiddleton.com, or me.

Sincerely,

Reid Middleton, Inc.



Willy Ahn, Ph.D., PE
Director, Waterfront Group

ACCEPTED:

Ports and Harbors, Haines Borough

By _____

Title _____

Date _____

Estimate of Professional Services

728 134th Street SW, Suite 200
 Everett, WA 98204
 (425) 741-3800
 (425) 741-3900 FAX

PROJECT:
 CLIENT:
 PROJ. NO:
 FILE:

Haines Cruise Ship Floating Dock
 Concept Design
 Haines Ports and Harbors
 242023.913.035
 H:\24WFA2023\913\035 Haines Cruise Ship Floating Dock Concept Design\Contract\RM Fee Est & S

BY: WWA Checked by:
 DATE: 12/22/23

			Principal	Senior Engineer	Senior Designer	Project Engineer	Design Technician	Technical Writer II	Project Administrator	Total Labor hours	Total Labor Earnings	Expense (Travel)	Subs - Harbor Power	Total Reimb	Labor & Reimb
Hourly Rate:		\$285	\$196	\$190	\$163	\$158	\$152	\$134	cost			cost	10%		
Task No.	Description	WWA	JJS	BGM	WPE	DJO	EHW	KL					10% Markup		
001	Kickoff Meeting, Info Review														
00101	Kickoff meeting (virtual)	1	1	1						3	671			0	671
00102	Information review, dwgs, reports, codes & requirements, etc.	1	2	2						5	1,057			0	1,057
	Subtotal Task 001	2	3	3	0	0	0	0		8	1,728	0	0	0	1,728
002	Stakeholder Meetings													0	
00201	Stakeholder meetings (3 remote online meetings) - 2hr/meeting		6	6						12	2,316			0	2,316
	Subtotal Task 002	0	6	6	0	0	0	0		12	2,316	0	0	0	2,316
003	Concept Design Development (3 Alternatives)													0	
00301	Conceptual design development (incl. coastal analysis for marine environmental loading & analysis for vessel mooring and berthing)	6	8	24	16					54	10,450			0	10,450
00302	Opinions of Probable Construction Costs			8	2					10	1,846			0	1,846
00303	Responses to client's comments and update draft report	2	4	12						18	3,634			0	3,634
00304	QA/QC	4								4	1,140			0	1,140
	Subtotal Task 003	12	12	44	18	0	0	0		86	17,070	0	0	0	17,070
004	Final Report														
00401	Final Report		4	16			3			23	4,280			0	4,280
00402	Update Opinions of Probable Construction Costs (for 3 alternatives)			4						4	760			0	760
00403	QA/QC	4								4	1,140			0	1,140
	Subtotal Task 004	4	4	20	0	0	3	0		31	6,180	0	0	0	6,180
005	Project Management														
00501	Initial Project Setup & PM/PC	1		1				2		4	458			0	458
00502	Concept Design - PM/PC			2				1		3	514			0	514
00503	Final Report - PM/PC			1				1		2	324			0	324
00504	Project Closeout - PM/PC	1		1				1		3	609			0	609
	Subtotal Task 005	2	0	5	0	0	0	5		12	2,190	0	0	0	2,190
	TOTAL HOURS	20	25	78	18	0	3	5		149	29,484	0	0	0	29,484
	SubTotal Cost	5,700	4,900	14,820	2,938	0	456	670			29,484				
Percent of Total Hours		13%	17%	52%	12%	0%	2%	3%							
Assumptions		Project Duration		16	Wks	\$1,844									
Hours and rates shown are for estimating purposes only. The actual number of hours charged to the project and personnel used may vary. Hours worked will be billed using the rates, personnel categories, and terms identified in Exhibit A.												Inflation Factor % of Work after July 1		4% 0%	
												Contingency/Rounding TOTAL		16 29,500	

Reid Middleton, Inc.
Exhibit "A" Schedule of Charges
Effective July 1, 2023 through June 30, 2024

I. Personnel	Hourly Rate
Principal	\$ 250.00 - \$ 290.00
Associate Principal/Principal Engineer/Principal Planner/Principal Surveyor.....	\$ 230.00 - \$ 260.00
Associate	\$ 210.00 - \$ 230.00
Senior Engineer/Senior Planner/Senior Surveyor	\$ 190.00 - \$ 210.00
Senior Designer.....	\$ 180.00 - \$ 190.00
Project Engineer/Project Designer/Project Surveyor/Project Planner.....	\$ 170.00 - \$ 190.00
Design Engineer/Designer II/Design Technician/Survey Crew Chief/ Technical Writer II/ Graphic Designer II	\$ 150.00 - \$ 170.00
Designer I/Planner/CAD Technician II	\$ 140.00 - \$ 150.00
Project Administrator	\$ 130.00 - \$ 140.00
CAD Technician I/Survey Technician/Technician/Technical Writer I	\$ 105.00 - \$ 130.00
Survey Crew (1 Person/RTK/Robotic/Scanning).....	\$ 157.00
Survey Crew (2 Person/RTK/Robotic/Scanning).....	\$ 215.00
Survey Crew (3 Person/ RTK/Robotic/Scanning).....	\$ 269.00

Expert Witness/Forensic Engineering 1.5 times usual hourly rate (4 hour minimum)

Individuals not in the regular employ of Reid Middleton may occasionally be engaged to meet specific project requirements. Charges for such personnel will be comparable to charges for regular Reid Middleton personnel.

A premium may be charged if project requirements make overtime work necessary.

II. Equipment	Rate
Design Software/Computer Aided Drafting	\$ 12.00/hour

III. Reimbursable Expenses

Local Mileage - Automobile	\$ 0.655/mile
Local Mileage - Survey Truck	\$ 0.655/mile

Expenses that are directly attributable to the project are invoiced at cost plus 15%. These expenses include, but are not limited to, subconsultant or subcontractor services, travel and subsistence, communications, couriers, postage, fees and permits, document reproduction, special instrumentation and field equipment rental, premiums for additional insurance where required, special supplies, and other costs directly applicable to the project.

A new schedule of charges is issued and becomes effective July 1 each year. Charges for all work, including continuing projects initiated in prior years, will be based on the latest schedule of charges.

IV. Client Advances

Unless the parties agree otherwise in writing, charges for the following items shall be paid by the client directly, shall not be the responsibility of Reid Middleton, and shall be in addition to any fee stipulated in the agreement: government fees, including permit and review fees; soils testing fees and costs; charges for aerial photography; and charges for monuments. If Reid Middleton determines, in its discretion, to advance any of these costs in the interest of the project, the amount of the advance, plus a fifteen percent administrative fee, shall be paid by the client upon presentation of an invoice therefore.

Reid Middleton, Inc.
Exhibit "B" Conditions of Agreement

I. Payments

- A. Due Date: Fees and all other charges are billed monthly as services progress. The full amount of each invoice is due and payable thirty (30) days after the date of such invoice.
- B. Default: Any amount not paid within thirty (30) days of the billing date shall be considered delinquent and shall bear a delinquency charge of one percent (1%) per month (or, if lower, the maximum rate allowed by law) from the date of the invoice. Failure to make a payment by the due date is a substantial breach of a material term of the parties' agreement, and Reid Middleton may, at its option, suspend services or terminate this agreement in that event. The delinquency charge or payment thereof shall not extend the due date or affect the right to suspend services or terminate. Payments received on delinquent accounts will be applied first to accrued delinquency charges and then to the unpaid principal amount.

II. Additional Services

- A. Authorization: Reid Middleton shall notify the client if it believes that any direction given by the client or any circumstance presented by the project requires the performance of services beyond the scope of the agreement. If the client disagrees that the services are beyond the scope of the agreement, or if the client prefers that the identified services not be performed, it shall notify Reid Middleton within one week of its receipt of Reid Middleton's original notice. If no such notice is received, Reid Middleton shall be authorized to perform the identified services as Additional Services.
- B. Definition: Additional Services shall include, without limitation, the following:
 - 1. Replacing stakes unless destroyed by Reid Middleton;
 - 2. Making revisions to drawings, specifications, or other documents which are inconsistent with approvals or instructions previously given by the client, required due to changes in the law, or required due to changes in the overall project;
 - 3. Providing services due to default or defective performance on the part of the construction contractor;
 - 4. Providing services to address unanticipated site conditions; or
 - 5. Providing other services beyond the scope of services described in the agreement.

III. Construction Phase

- A. Submittal Review: If Reid Middleton's services include review of construction contractor's submittals, review is conducted only for the limited purpose of checking for conformance of information given with the design concept expressed in Reid Middleton's drawings and specifications. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities. When professional certification of a submittal by others is required by the drawings or specifications, Reid Middleton is entitled to rely upon such certification.
- B. Means and Methods: Reid Middleton shall not have control over, or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction. Reid Middleton shall not be responsible for the construction contractor's acts, errors, or omissions or for its failure to perform the construction in accordance with the drawings and specifications.

IV. Ownership of Documents

All drawings, specifications, electronic media, and other documents prepared by Reid Middleton for this project are instruments of Reid Middleton's service for use solely with respect to this project. Unless otherwise provided in writing, Reid Middleton shall be deemed to be the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The client shall be entitled to retain copies of the instruments of service for reference in connection with its use and occupancy of the project. Reid Middleton's drawings, specifications, electronic media, or other documents shall not be used by the client or by others on other projects or for additions to this project except by agreement in writing signed by Reid Middleton and with protection from liability for Reid Middleton. In addition, Reid Middleton's drawings, specifications, electronic media, or other documents shall not be used for completion of this project by others unless Reid Middleton is adjudged to be in default under the agreement. Submission or distribution of documents to meet regulatory requirements or for similar purposes in connection with this project is not to be construed as publication in derogation of Reid Middleton's reserved rights.

Reid Middleton, Inc.
Exhibit "B" Conditions of Agreement

V. Allocation of Risk

The client agrees that, to the fullest extent permitted by law, the aggregate liability of Reid Middleton, its officers, directors, employees, and consultants to the client for any and all injuries, claims, losses, expenses, damages and claim expenses arising out of or related to the agreement, from any cause or causes, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of implied or expressed warranty shall not exceed \$100,000 or the total compensation received by Reid Middleton under the agreement, whichever is greater. The parties acknowledge that this limitation has been negotiated and reflects, among other things, the potential rewards and benefits of the project and the amount of compensation to be received.

VI. Dispute Resolution

- A. Mediation: In the event of a dispute arising out of or related to the agreement, or the breach or alleged breach hereof, which dispute cannot be resolved through negotiations between the parties, the parties agree that the dispute shall be submitted to nonbinding mediation. Unless the parties subsequently agree upon a different mediation service or mediator, the dispute shall be submitted to the American Arbitration Association, Seattle Tribunal, acting under its construction industry mediation rules and procedures. Either party may make the initial submission. Each party shall pay its own costs (including, if applicable, its attorney and expert witness costs) and one-half of the charge levied by the mediation service and mediator.
- B. Litigation: If any dispute is not resolved through nonbinding mediation, venue for litigation arising under or related to this agreement, or the breach or alleged breach hereof, shall be in Snohomish County, Washington, Superior Court. The substantially prevailing party in litigation shall be awarded its costs, attorney fees and expert witness fees incurred for trial preparation, trial and, if applicable, any and all appeals.
- C. Arbitration: Nothing stated herein shall preclude the parties from later agreeing, by way of a document signed by both parties, to submit any such dispute to arbitration.
- D. Governing Law: The agreement shall be governed by the internal laws of the State of Washington.

VII. Miscellaneous

- A. Standard of Care: Reid Middleton intends to render its services in accordance with standards of professional practice currently prevailing in the locale of the project and for the intended use of this project. Without limiting the generality of the foregoing, Reid Middleton makes no warranties and offers no opinions as to matters affecting title which do not appear in the public records.
- B. Government Entities: Reid Middleton shall not be liable for damages resulting from the actions or inactions of governmental agencies. Reid Middleton does not guarantee that requisite permits or authorizations will be issued.
- C. Pollution and Hazardous Materials: Unless specifically stated to the contrary in the agreement, Reid Middleton shall have no responsibility for the discovery, presence, handling, removal or disposal of pollutants or hazardous materials (including but not limited to asbestos, asbestos products, PCB, lead, or other toxic substances) in any form at the project site. In no event shall Reid Middleton (or its officers, directors, employees or consultants) be liable for costs, losses or damages -- including but not limited to delay costs or damages due to personal injury, sickness or death, or damage to property -- resulting from or related to the presence of pollutants or hazardous materials at the project site.
- D. Independent Contractor: Reid Middleton is an independent contractor. Reid Middleton is not an employee or agent of the client.
- E. Subconsultants: Reid Middleton shall have the right to retain subconsultants to perform portions of the services under the agreement. If the client reasonably objects in writing to a particular subconsultant, Reid Middleton shall replace the subconsultant if it is mutually agreed to be in the best interests of the project.
- F. Assignment: Subject to the right to retain subconsultants, neither party shall assign the agreement or any rights under or related to the agreement without the written consent of the other, which consent may be withheld for any reason.
- G. Accrual: Causes of action between the parties related to or arising out of the agreement shall be deemed to have accrued, and the applicable statute of limitations shall commence to run, no later than the date on which Reid Middleton last performs substantial services under the agreement.
- H. Entire Agreement: The agreement, including these Conditions of Agreement, represents the entire and integrated agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous negotiations, representations and agreements, whether written or oral.