CITY OF NOME, ALASKA

RESOLUTION NO. R-19-07-01

A RESOLUTION AWARDING THE PORT OF NOME WESTGOLD SHEETPILE DOCK EMERGENCY REPAIRS TO STG, INCORPORATED

WHEREAS, the Port of Nome is a hub in Western Alaska supporting surrounding Bering Strait Region communities; and,

WHEREAS, due to some type of impact event occurring at an unknown time, a wye pile and sheet pile tail wall within the Port Causeway Westgold Dock has separated, severely threatening the integrity of the entire sheet pile dock face; and,

WHEREAS, it is necessary for all of the wye pile connections to be securely attached to the adjacent sheet pile tail walls, as well as each of the starting sheets that extend out to form the individual dock cells in order to ensure the stability of the entire dock structure during vertical and lateral forces that occur during normal use; and,

WHEREAS, the Interim City Manager has authorized, through emergency procurement allowed under NCO 17.40.150, approximately \$504,287 for engineering, materials, equipment mobilization, freight and temporary welding repairs; and,

WHEREAS, the City solicited three companies working in the Norton Sound Region to determine interest and ability in the emergency work, with only STG Inc. responding as being available, and able to meet an accelerated schedule with required equipment and qualified crew, and submitting a proposal of \$969,590 for the work:

NOW, THEREFORE BE IT RESOLVED that the Nome City Council awards the Westgold Sheetpile Dock Emergency Repair to STG, Inc. for \$969,590.00.

APPROVED and **SIGNED** this 8th day of July, 2019.

RICHARD BENEVILLE, Mayor

ATTEST:

BRYANT HAMMOND, City Clerk

July 2, 2019

Joy Baker, Port Director Port of Nome, AK

RE: Westgold Dock Pile Repairs



Dear Mrs. Baker,

The following is a proposal for sheet pile repairs at Nome's Westgold Dock. On June 22, the City of Nome authorized a limited notice to proceed to STG for equipment mobilization. Since then, STG has received our 250-ton crane, a diesel impact hammer, and is waiting on our vibratory hammer, which should be delivered this week. On June 26, STG representatives (Brennan Walsh, Shane Oyster and Bryce Erickson), along with PND's representative (Bryan Hudson) made a site visit to the damaged dock. During this visit, jobsite conditions were observed, as well as an inventory of materials held by both the City and STG.

On July 1 and July 2, STG received revised drawings from PND. STG has been working diligently on a work plan and pricing that will satisfy the intent of the design and the needs of the City. STG understands that costs are limited, and that time is of the essence. The following work plan and approach is comprehensive to the greatest extent possible with the information provided. STG's proposed scope of work is as follows:

Scope:

STG intends to follow the drawings from PND dated 7/2/19. This is to include major features of work including;

- Survey control and layout
- Existing sheet pile preparations
 - Bull rail removal
 - o Fender pile cap
 - Cutting of sheets
- Template fabrication and establishment (draft template layout included)
 - Procure rolled steel to match radius of design
 - Utilize local materials for template structure
 - o Furnish balance of required materials
 - o Set and install templates
- Excavation and backfill of gravel
 - STG estimates +/- 4000 CY of material required to be excavated
 - Existing tail walls to remain as much as possible
 - Long reach excavator will be required to reach depth of -19
 - Stockpile to be established onsite
 - Backfill as required throughout phases of the repair

- Sheet pile removal and installation
 - Start on North cell
 - o Remove 'WYE' pile between cells 6 and 7
 - o Find appropriate connection point between existing sheets and new sheets
 - Start radial continuation of cell 7
 - o Repeat similar steps and lessons learned on South cell
 - o Install plug piles
 - o Backfill as required
 - Provide Protected Species Observation (PSO)
- Fender pile beams, bollards and new bull rail
 - o Install new bollard pile in cell 7
 - o Salvage and relocate bollard pile in cell 5
 - o Modify new sheet piles to slide fender beams through the wall
 - Weld connecting support beams between fender piles and bollard piles
 - Procure and supply new bull rail with matching radius (to be installed after gravel settlement and in coordination with Engineer)

Schedule

STG's baseline schedule is attached. Schedule will be updated weekly and in coordination with the City and Engineer. High level milestones are as follows:

- 7/8 (NLT 12pm)- Anticipated NTP from the City of Nome
- 7/8- Template order placed for rolled steel
- 7/8-7/15 Material preparations and fabrications (ANC & OME)
- Week of 7/15- start excavation
- Week of 7/22- set templates and sheet pile remove/install
- Week of 8/18- backfill and clean up jobsite

Personnel

STG field activities will be led by Raoul Knutson. Mr. Knutson has been with STG for 22 years and has managed countless of piledriving and sheet pile projects. His areas of expertise include pile driving, welding, equipment operations and field management to keep the job moving forward. Raoul's resume is attached.

Other highly experienced field staff include:

Bryce Palmer- Crane Operator, 19 years with STG
Michael Lie- Equipment Operator, 18 years with STG
Marty Ingham- Welder/Pilebuck, 19 years with STG
Thor Lie- Welder/Pilebuck, 7 years with STG
Rob Schroder- Welder Pilebuck, 18 years with STG
Taylor Deese- Pilebuck/laborer, 4 years with STG
Paul Farmer- Registered Professional Land Surveyor, 17 years with STG
Charles Tuel- Mechanic (Nome based), 8 years with STG

STG will also provide a Protected Species Observer (PSO) during all pile driving activities.

Equipment List

STG intends to utilize the following equipment spread:

- Kobelco CK 2500 250-ton Crane
- APE 200-6 Vibratory Hammer with matching power pack
- APE D-19 Impact Hammer (if required)
- CAT 345 Excavator (or equivalent)
- CAT 966 Loader with bucket and forks (or equivalent)
- CAT TH 460 material forklift
- Compactor Roller
- Lincoln Vantage Welding Machines (or equivalent)
- JLG Manlift
- Stab-cat sheet pile assist
- Certified Man basket
- Pick-up trucks and trailer
- Tool conex and break shack
- Associated small tools and torch kits

Depending on timing and progress of work, 3rd party equipment may be utilized.

Budget

STG's proposed price breakdown is as follows:

Total	\$969,590.00
Survey	\$19,400.00
Bollards & Support Beams	\$61,300.00
Install New Sheet Cells	\$437,600.00
Remove Existing Structures	\$69,300.00
Construct Pile Templates	\$161,840.00
Earthwork	\$105,600.00
Mobilization & Set-up	\$114,550.00

General Assumptions and Clarifications

- Steel materials identified as acceptable in the City's monofill will be available to STG at no charge.
- STG to coordinate with the Harbor Master's office for jobsite and causeway activities.
- STG understands that both the middle and outer docks will remain open and active during construction, and that access must be kept open or coordinated with the Harbor Master's office.
- STG to use as much locally available material from City and STG's yard as possible.
- Rolling of template steel is a critical path item. Placement of this order will set the follow-on schedule.
- STG anticipates airfreighting template steel to Nome to keep schedule expedited.
- STG has a prior contracted commitment for the crane and hammers. These will be leaving Nome
 in middle to late August.
- STG has included a builder's risk policy.
- STG has excluded bonding.
- Excavated soils will be placed back into the hole. After initial backfill and settlement, if additional backfill material is required, those quantities will be calculated and priced for addition to the contract.
- STG assumes that all existing sheets will be extracted with vibratory hammer. Any or all underwater work is not included in this proposal.
- STG has not included local lodging or transportation for engineer
- All STG welders have current certifications. 3rd party welding inspection has not been priced into this proposal. If acceptable by Engineer, STG welders can visually inspect each other's work.
- STG does not anticipate encountering any buried utilities within the excavation limits.
- STG has excluded city sales tax.
- STG plans to follow the POA-2019-00318 Emergency Dock Repair, Port of Nome Pile Driving Mitigation Measures, 6/28/19. STG has not included any other permits or stipulations.
- Based on conversations with the Port, STG has excluded costs for a skiff.

In summary, STG understands that time is of the essence to mitigate this risk before the fall storms arrive. In the midst of our other summer construction projects, we've assembled one of our most experienced, productive, and professional teams. We also have the right equipment and tools to get the job done. As corporate citizens of Nome, with very deep ties to the community and region, STG remains committed to working through these challenges and finding solutions in partnership with both the City and PND. On behalf of STG, I thank you for this opportunity to provide this proposal, and we look forward to working with the Port of Nome and PND to secure the dock.

Please don't hesitate to contact myself with any further questions.

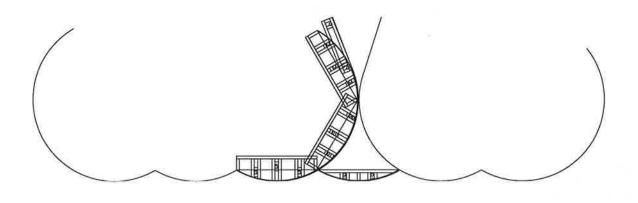
Sincerely,

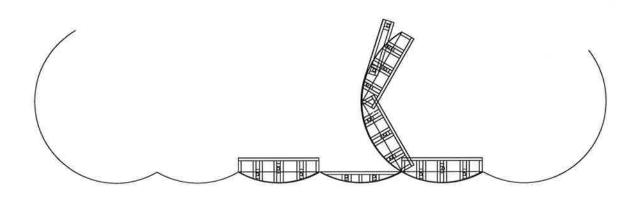
Brennan Walsh

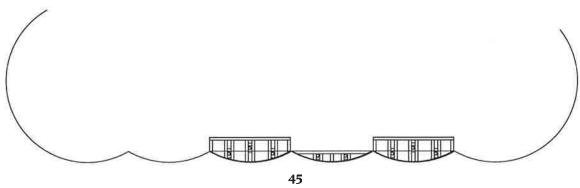
President, STG Incorporated

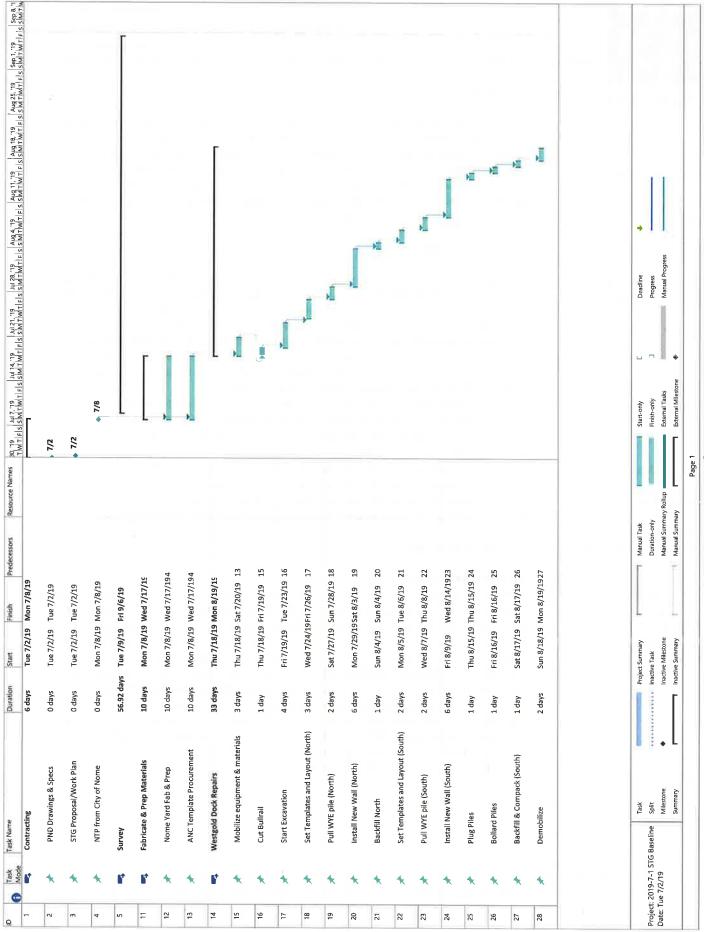
Attachments:

- 1) Template Shop Drawing
- 2) Baseline Schedule
- 3) Resume-Raoul Knutson













Incorporated

AREAS OF EXPERTISE

Heavy Industrial Construction

Rural Alaska Systems

Village-Based Power System Installation

Remote Logistics

CERTIFICATIONS

Welding

Confined Space

Fall Protection

OSHA 10-Hour Construction Safety and Health

Crane Operator

OSHA 30-Hour Construction Safety and Health

SUMMARY

Raoul Knutson has been a part of the STG team since 1996. Mr. Knutson has become one of STG's greatest assets. His extensive field experience includes bulk fuel and power plant facilities, erection of communication towers, pile foundation installations, and project foreman. Through this vast experience, Mr. Knutson has learned how to effectively communicate with community members, become confident with the ins and outs of logistics in rural Alaska, and shown the ability to safely and effectively manage field crews. Most recently Mr. Knutson has worked on the GCI TERRA project phases 1-4 as the site superintendent. While on this project he has lead the field crews with foundation installation and tower erection.

As project lead, Mr. Knutson has served as STG's superintendent and site safety and health officer on all assigned projects. He has 20+ years' experience performing safety oversight. Mr. Knutson has a strong knowledge of safety regulations and best practices, and is responsible for ensuring that OSHA, STG Inc., and client specific safety requirements are implemented and enforced. He coordinates with project management to identify and resolve various safety issues, ensures applicable safety documentation is maintained, and confirms that risk controls and hazard analysis are implemented for all constructions phases. Additionally, Mr. Knutson's safety duties include:

- Conduct and document daily safety inspections and corrective action log
- Conduct and document safety meetings and project safety orientation
- Implement and enforce project Accident Prevention Plan and AHAs
- Report and investigate incidents and near misses
- Maintain safety reference material on site, including OSHA 300 logs
- Attend pre-construction, preparatory, and progress meetings
- Maintain hazardous chemical inventory and related SDS
- Ensure all site personnel are utilizing appropriate PPE for the task at hand

RELEVANT EXPERIENCE

GCI TERRA 2016 - 2017

Mr. Knutson was the site superintendent and site safety officer on multiple projects for GCI TERRA's ongoing effort to provide rural Alaska villages with high-speed internet access. Mr. Knutson's responsibilities included the oversight, coordination, and assistance with installation of foundation piles, drilling anchors, tying rebar, pouring concrete, erecting towers, installing microwave antennas, and installing fuel tanks. This project consists of multiple mountaintop construction sites. Crews live in tents and rely on a helicopter to deliver essentials, equipment, and materials to remote mountaintop locations. Mr. Knutson's coordination and communication between helicopter operations and field crew activities was a vital component to the success of this project. He performed on-site safety inspections, reporting and documentation. Documented on-site safety incidents or accidents. Identified and resolved various safety issues. With his lead, this project was completed safely, on time and under budget.



Raoul H. Knutson

Site Safety and Health Officer/Superintendent STG Incorporated

New Stuyahok to Ekwok Intertie, 2016

The New Stuyahok to Ekwok Intertie consists of a 10-mile intertie line between two remote villages. Mr. Knutson was the site foreman and site safety officer for this job. He provided communication between the office and the field crews as well as managed a crew of up to 6 STG men to install roughly 200 power poles for this 10-mile intertie. The foundation for these poles included drilling for direct set as well as driving H-pile. This work was completed during the winter to avoid disturbing native vegetation. Mr. Knutson performed all safety inspections, safety reporting and documentation. He performed on-site safety inspections, reporting and documentation. Documented on-site safety incidents or accidents. Identified and resolved various safety issues. With Mr. Knutson's lead, this project was completed on-time and under budget.

Ekwok Fred P. Hurly Sr. Memorial Bridge 2015- 2016

In 2015, STG proposed an alternate design option for the Ekwok Landfill Bridge project that included sheet piles. As project foreman and site safety officer, Mr. Knutson's responsibilities for this work included use of vibratory hammer to install sheet pile retaining walls with pipe pile abutments. Mr. Knutson oversaw the installation of a premanufactured bridge spanning approximately 115 feet across the creek. Mr. Knutson performed safety inspections, daily reports and coordinated with project managers to identify and resolve various safety issues. With his lead, this project was completed safely, on time and under budget.

GCI TERRA SW and NW 2011-2014

STG, in partnership with GCI, installed a total of seven remote mountaintop foundations along with three pile-driven in-village foundations. A total of 10 towers ranging from 50' to 217' were erected and commissioned. As project foreman and site safety officer Mr. Knutson was responsible for the oversight and coordination of the construction of these towers. His skills were pivotal in the construction of foundation installation, tower erecting, and the bulk fueling of 9,000-gallon permanent tanks. Mr. Knutson performed safety inspections, daily reports and coordinated with project managers to identify and resolve various safety issues. Mr. Knutson lead a field crew of up to nine in this installation effort. With his lead, this project was completed safely, on time and under budget.

CERTIFICATIONS + AWARDS + COMMUNITY INVOLVEMENT

- Certified Entry of Confined Spaces
- Certified Fall Protection End User Training
- OSHA 10-Hour Construction Safety & Health Course
- OSHA 30-Hour Construction Safety & Health Course
- Certified Crane Operator
- Certified Rigger/Signalperson
- Current First Aid/CPR certification
- AK Boater Safety Course
- Certified Welder
- US Army Core of Engineers, Construction Quality Manager for Contractors

AGREEMENT

THIS AGREEMENT is made this ____ day of <u>July</u>, 2019 by and between the Owner: City of Nome, PO Box 281, Nome, AK 99762 and the Contractor: STG, Incorporated, 11710 South Gambell Street, Anchorage, Alaska 99515. Project is: **PORT OF NOME – WESTGOLD DOCK EMERGENCY REPAIRS.**

The Owner and Contractor agree as set forth below.

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Plans and Specifications titled "City of Nome, West Gold Dock Repair" by PND Engineers, Inc. dated July 02, 2019, the compiled Alaska Corps District Permitting Package dated July 1, 2019, and associated Contractor provided documents identified in Article 8. These documents form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, and other than Modifications, appears in Article 8.

ARTICLE 2

THE WORK OF THIS CONTRACT

The Contractor shall fully execute the entire Work described in the Plans and Specifications titled "City of Nome, West Gold Dock Repair" by PND Engineers, Inc. dated July 02, 2019 or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

- **2.1** Inclusions to the Work provided by Contractor:
 - a. PSO personnel and viewing platform
 - b. Procurement and shipment of sheet pile template
 - c. All crew, equipment, tools and materials required to complete work, with the exception of the Exclusions identified in Article 2.2.
 - d. Work to be considered as Follow Up Work and completed within 45 days of Substantial Completion including:
 - Procure and installation of new bull rail with matching radius
 - Final surface grading following gravel settlement
 - Final as-built survey and drawings
- **2.2** Exclusions to the Work provided by Owner:
 - a. Additional fill material required beyond excavated quantity backfilled to cells
 - b. Galvanized sheet pile (75-each 50' sheets and 28-each 30' sheets)
 - c. Any excess sheet/pipe piling material needed from stockpile at City monofill

ARTICLE 3

DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- **3.1** The date of commencement of the Work is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
- **3.2** The Contractor shall diligently prosecute the Work and achieve Substantial Completion of the entire Work not later than <u>August 31, 2019</u>, and Final Completion of all Follow Up Work not later than <u>October 15, 2019</u> for all work subject to adjustments of this Contract Time as provided in the Contract Documents.
- **3.3** Time is of the essence for all obligations of the Contractor contained in the Contract Documents.

ARTICLE 4

CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of <u>Nine Hundred Sixty-Nine Thousand</u>, <u>Five-Hundred Ninety dollars</u>, (\$969,590.00), subject to deductions as provided in the Contract Documents.

ARTICLE 5

PAYMENT

- **5.1** Based upon Applications for Payment, including all supporting documentation, submitted to the Owner, the Owner shall make full payment of the Contract Sum to the Contractor upon completion of the work as defined in the Contract Documents.
- 5.2 Owner shall make payment to the Contractor pursuant to an application for payment that complies with the Contract within thirty (30) calendar days of the date that the Owner receives the approved payment request.

If part or all of a payment is going to be withheld for unsatisfactory performance, or if the Contractor's application for payment does not comply with the requirements of the Contract, Owner shall within eight (8) working days after receipt of the application for payment notify the Contractor in writing. This notice shall state specifically why part or all of the payment is being withheld and what remedial actions may be taken by the Contractor to receive the full payment. The withheld portion of the payment shall then be paid within twenty-one (21) calendar days after the Contractor satisfactorily completes the remedial actions identified in that notice.

- **5.3** The payment amount may be modified under the following circumstances:
- .1 Add, upon Completion of the Work, a sum sufficient to increase the total payments to 95 percent (95%) of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work and unsettled claims; and
 - .2 Except with the Owner's prior approval, the Contractor shall not make advance

payments to suppliers or subcontractors for materials or equipment.

5.4 FINAL PAYMENT

- **5.4.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment.
- **5.4.2** The Owner's final payment to the Contractor shall be made not more than 30 days after the receipt and approval of the Application for Payment.

ARTICLE 6

TERMINATION OR SUSPENSION

- **6.1** The Contractor may terminate the Contract if Work is stopped for a period of 30 days through no act or fault of the Contractor or a Subcontractor of any tier, or their agents or employees or any persons performing portions of the Work under contract with the Contractor, for any of the following reasons:
 - .1 issuance of an order of a court or other public authority having jurisdiction;
 - .2 an act of government, such as a declaration of national emergency, making material unavailable
- **6.2** If one of the above reasons exists, the Contractor may, upon seven additional days' written notice to the Owner and Engineer, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and consequential damages.
- **6.3** If the Work is stopped for a period of 15 days through no act or fault of the Contractor or a Subcontractor of any tier or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Engineer, terminate the Contact and recover from the Owner as provided in Subparagraph 6.2.
- **6.4** The Owner may terminate the Contract if the Contractor:
 - .1 fails to make efforts to perform the work within 30 days of the Substantial Completion date of August 31, 2019;
 - .2 persistently disregards laws, ordinances, or rules, regulation or orders of a public authority having jurisdiction;
 - .3 otherwise is guilty of substantial breach of a provision of the Contract Documents;

- **6.5** When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, finish the Work by whatever method Owner deems expedient.
- **6.6** When Owner terminates the Contract for reasons stated in Paragraph 6.4, the Contractor shall not be entitled to receive further payment until the Work is finished.
- 6.7 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner shall be considered upon application, and this obligation for payment shall survive termination of the Contract.

ARTICLE 7

MISCELLANEOUS PROVISIONS

- 7.1 Where reference is made in this Agreement to a provision of the Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.
- **7.2** Payments due and unpaid under the Contract shall bear interest from the date payment is due at 3.5% per annum.
- 7.3 Other provisions: NONE

ARTICLE 8

ENUMERATION OF CONTRACT DOCUMENTS

- **8.1** The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:
- **8.1.1** The Agreement is this executed Agreement between Owner and Contractor.
- **8.1.2** The Plans and Specifications titled "City of Nome, West Gold Dock Repair" by PND Engineers, Inc. dated July 02, 2019 is the document directing the work.
- **8.1.3** The Alaska Corps District Permitting Package is the document describing all permitting stipulations associated with the work.
- 8.1.4 Contractor provided documents include:
 - Certificate of General Liability Insurance
 - Alaska Workers Compensation
 - Alaska Business License
 - Alaska Dept. of Labor Notice of Work
 - City of Nome Sales Tax License

ARTICLE 9

SPECIAL PROVISIONS

- **9.1** <u>Project Start-Up.</u> Execution of the Contract shall serve as Notice to Proceed to the Contractor.
- **9.2** Project Completion. Substantial completion shall be achieved by <u>August 31, 2019</u>. Final completion of identified Follow Up Work shall be achieved by <u>October 15, 2019</u>.
- **9.3** <u>Pre-Construction Conference.</u> Owner waives the requirement of a pre-construction conference.

OWNER:	CONTRACTOR:
City of Nome	STG, Incorporated.
(Signature)	(Signature)
<u>John Handeland – City Manager (Interim)</u>	Brennan Walsh – President
(Printed Name and Title)	(Printed Name and Title)